

## TERMS OF USE

**Last Revised:** January 23, 2023

The following terms and conditions (the “Terms of Use”) constitute a binding agreement between you and BK Technologies, Inc. (“InteropONE,” “we,” or “us”) when you visit [www.bktechnologies.com](http://www.bktechnologies.com), [www.interopone.com](http://www.interopone.com), [Webchat.interopone.com](http://Webchat.interopone.com), and [Admin.interopone.com](http://Admin.interopone.com) (collectively, the “Site”), or use the BKRplay application (the “Application”), and the services available on such platforms (collectively, the “Services”), including any Content (as defined in Section 2 below).

**BY ACCESSING OR USING THE SERVICES IN ANY MANNER (WHETHER AUTOMATED OR OTHERWISE), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE AND OUR [PRIVACY NOTICE](#) WHICH IS INCORPORATED HEREIN BY REFERENCE, AND (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE). IF YOU DO NOT AGREE TO THESE TERMS OF USE AND OUR PRIVACY NOTICE, DO NOT USE THE SERVICES.**

**THESE TERMS OF USE INCLUDE A JURY AND CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE WITH A JUDGE AND ON AN INDIVIDUAL BASIS AND NOT AS PART OF A CLASS ACTION. MORE INFORMATION ABOUT THE JURY AND CLASS ACTION WAIVER CAN BE FOUND IN SECTION 18.2 (JURY TRIAL AND CLASS ACTION WAIVER).**

- 1. Changes to Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. The date these Terms of Use were last updated is set forth at the top of this page. All changes are effective 30 days after posting for current users and immediately for new users and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes.
- 2. Scope of and Restrictions on Use.** Subject to these Terms of Use, InteropONE grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (a) access and use the Services for legitimate business purposes, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Services (collectively, the “Content”), and (b) download and install the Application on mobile device(s) owned or otherwise controlled by you (each, a “Mobile Device”). Except as otherwise provided in these Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of InteropONE. You agree not to:
  - collect information from the Services using an automated software tool or manually on a mass basis;

- use automated means to access the Services, or gain unauthorized access to the Services or to access any account or computer system connected to the Services;
- obtain, or attempt to obtain, access to areas of the Site and/or the Application or our systems that are not intended for access by you;
- “flood” the Services with requests or otherwise overburden, disrupt, or harm the Services or our systems;
- restrict or inhibit other users from accessing or using the Services;
- use any robot, spider or other automatic device, process or means to access the Site and/or the Application for any purpose, including monitoring or copying any of the material on the Site or the Application;
- modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Site or the Application or in the Content; or
- access or use the Services or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you download the Application, you further agree not to:

- copy the Application (except to install it on your Mobile Device(s));
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application or any features or functionality of the Application to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

- 3. Ownership.** The Application, Services, and Site (including the Content) are owned by InteropONE and its licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Site and/or the Application are registered and unregistered marks of InteropONE and its licensors. The Application is licensed, not sold, to you. You acknowledge and agree that, as between you and InteropONE, InteropONE is and shall remain the sole owner of the Application, Services, Site and the Content, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.
- 4. Limited Access and Security.** Access to and use of certain Services is limited and may require you to establish and enter access credentials before accessing or using such Services. You agree to provide true, accurate, current, and complete information about yourself as prompted by the log-in process, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted with your access credentials,

regardless of who conducts those activities. You may not share your access credentials with anyone or allow anyone else to access or use your access credentials. You are responsible for maintaining the confidentiality of your access credentials. You agree to immediately notify InteropONE of any unauthorized use of your access credentials, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your access credentials.

## **5. User Content.**

5.1. User Content and Restrictions. The Services may enable users to submit, upload, post, share, display, or transmit to other users (hereinafter, “post”) ideas, information, materials, and other user-generated content (collectively, “User Content”) and interact with others through the Services. You may not post any User Content that:

- is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy rights or right of publicity, or otherwise objectionable;
- constitutes or promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- contains any material that could give rise to any civil or criminal liability under any applicable laws, rules, or regulations or that otherwise may be in conflict with these Terms of Use;
- infringes upon, misappropriates, or otherwise violates any intellectual property rights or other rights of a third party;
- encourages criminal conduct;
- contains false, misleading, fraudulent, or deceptive claims or content;
- gives the impression that it emanates from or is endorsed by InteropONE or any other person or entity, if this is not the case; or
- contains any virus, malware, spyware, or other harmful content or code.

5.2. No Responsibility. You agree that you are solely responsible for your User Content, including its legality, reliability, accuracy, and appropriateness, and you acknowledge and agree that InteropONE is not responsible for, and does not endorse, any User Content.

5.3. No Obligation to Prescreen, Monitor or Use; Retention. InteropONE does not have, and does not undertake, any obligation to prescreen, monitor, edit, or remove any User Content posted on or through the Services. We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site and/or the Application. YOU WAIVE AND HOLD HARMLESS INTEROPONE AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS

AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. You acknowledge and agree that we are not obligated to post, keep, or use your User Content.

- 5.4. **Submitted Ideas.** While we appreciate your interest in the Services and our business, InteropONE does not want and cannot accept any ideas or information users consider confidential and/or proprietary. This is to avoid the possibility of future misunderstandings when projects independently developed by or on behalf of InteropONE might seem to others to be similar to users' own creative ideas, suggestions, and/or materials. Except with respect to your personal information as expressly provided for in our [Privacy Notice](#), all comments, suggestions, ideas, drawings, concepts, or other information or materials disclosed or offered to us by you via the Services or in response to solicitations on the Site or the Application shall be deemed to be non-confidential and non-proprietary.
6. **Electronic Communications.** The communications between you and InteropONE via the Services use electronic means. For contractual purposes, you hereby consent to receive communications from us in electronic form, and you hereby agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
7. **Privacy Notice.** You acknowledge and agree that all information collected by InteropONE is subject to our [Privacy Notice](#). By using the Application, Services, and/or Site, you consent to all actions we take with respect to your information in compliance with our Privacy Notice.
8. **Application Updates.** InteropONE may, from time to time in its sole discretion, develop and provide the Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that InteropONE has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet, either (a) the Application will automatically download and install all available Updates, or (b) you may receive notice of or be prompted to download and install available Updates. You agree to promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and will be subject to these Terms of Use.
9. **Change and Suspension.**
- 9.1. **Changes to the Services.** InteropONE reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof (including any Content) at any time. You agree that InteropONE will not be liable to you or to any third party for any such change, suspension, or discontinuance.

- 9.2. Suspension/Termination of Access. InteropONE has the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Use. In the event that we suspend or terminate your access to the Services, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.

## **10. Disclaimer; Limitation of Liability.**

- 10.1. Disclaimer of Warranties. THE SITE, SERVICES, APPLICATION AND CONTENT ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND INTEROPONE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER INTEROPONE NOR ANY PERSON ASSOCIATED WITH INTEROPONE MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE, SERVICES, APPLICATION OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER INTEROPONE NOR ANYONE ASSOCIATED WITH INTEROPONE REPRESENTS OR WARRANTS THAT THE SITE, SERVICES, THE APPLICATION OR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, THE APPLICATION, CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE, SERVICES, APPLICATION OR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

- 10.2. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL INTEROPONE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE, SERVICES, APPLICATION OR CONTENT, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY OR DEATH, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 10.2, INTEROPONE IS FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF USE, IN NO EVENT WILL INTEROPONE’S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY

EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO INTEROPONE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. USE OF THE SERVICES AND THE APPLICATION IS AT YOUR SOLE RISK.

10.3. Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 10 may not apply to you.

11. **Indemnification.** You agree to indemnify, defend, and hold InteropONE and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Site, Services, Application and/or any Content, or any violation of these Terms of Use or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Use.
12. **Copyright Infringement.** InteropONE take claims of copyright infringement seriously. It is InteropONE's policy to disable and/or terminate the accounts of users who are repeat infringers. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any Content accessible on the Site or the Application infringes your copyright, you may request removal of such Content (or access thereto) by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), your written notice of alleged copyright infringement must include substantially the following:
- your physical or electronic signature;
  - identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site or the Application, a representative list of such works;
  - identification of the Content you believe to be infringing in a sufficiently precise manner to allow us to locate that Content;
  - adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address);
  - a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
  - a statement that the information in your written notice is accurate; and
  - a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.



Our designated agent to receive DMCA notices is:

James Teel  
7100 Technology Drive  
West Melbourne, FL 329042]  
interopone@bktechnologies.com

\*NOTE: This contact information is for inquiries regarding potential copyright infringement only.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective. Please be aware that if you knowingly materially misrepresent that Content on the Site or the Application is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

13. **Third-Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that InteropONE is not responsible for any Third-Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. InteropONE does not assume and will not have any liability to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
14. **Notice Regarding Apple.** The following additional terms and conditions apply to use of the Application on an Apple, Inc. ("Apple") iOS-powered Mobile Device. You and InteropONE acknowledge that these Terms of Use are concluded between you and InteropONE only, and not with Apple, and Apple is not responsible for the Application or the Content thereof. You agree that your license to use the Application is limited to the Apple iOS Mobile Device that you own or control and that your use of the Application shall be subject to the usage rules set forth in Apple's then-current App Store Terms of Service. You and InteropONE acknowledge that Apple shall have no obligation to provide maintenance and support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, you may contact Apple and Apple will refund the purchase price for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and Apple will not be responsible for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Application to conform to any applicable warranty. Please note that we have disclaimed all warranties with respect to the Application - see Section 10.1 (Disclaimer of Warranties). You and we acknowledge that Apple shall have no responsibility for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to (a) product liability claims, (b) any claim that the Application fails to conform to any

applicable legal or regulatory requirement, and (c) claims arising under consumer protection, privacy or similar legislation. If a third-party claims that the Application or your possession and use of the Application infringes a third party's intellectual property rights, Apple is not responsible for the investigation defense, settlement or discharge of any such intellectual property infringement claim. You represent and warrant that you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and that you are not listed on any United States government list of prohibited or restricted parties. InterpONE's contact information for any questions, complaints or claims with respect to the Application is set forth in Section 20 (Questions) below. You agree to comply with all applicable third-party terms of agreement when using the Application. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use. Upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

15. **Linking to the Site.** You may link to the Site's homepage, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the homepage. You agree to cooperate with us in causing any framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.
16. **U.S. Export Controls.** The Application may be subject to United States export laws, including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the United States.
17. **Changes to the Site and/or Application.** We may update the content on the Site and/or Application from time to time, but those contents are not necessarily complete or up-to-date. Any of the material on the Site and/or Application may be out of date at any given time, and we are under no obligation to update such material.
18. **Governing Law; Jurisdiction; and Waiver.**
  - 18.1. Governing Law; Jurisdiction and Venue. These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of the State of Florida.



You and InteropONE agree that any legal action brought under or in connection with the subject matter of these Terms of Use shall be brought only in Melbourne, Florida or, if such court would not have jurisdiction over the matter, then only in a Florida state court sitting in Brevard County, Florida. Each party completely and irrevocably submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of these Terms of Use in any other court or forum. Each party hereby waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of these Terms of Use, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

18.2. JURY TRIAL AND CLASS ACTION WAIVER. YOU AND INTEROPONE EACH UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY. FURTHER, WITH RESPECT TO ANY CLAIM THAT PROCEEDS IN A COURT, YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING.

## 19. **Miscellaneous.**

19.1. Geographic Restrictions. InteropONE is based in the United States. We make no claims that the Site, Services, Application, or Content are accessible or appropriate outside of the United States. Access to and use of the Site, Services, Application, or Content may not be legal by certain persons or in certain countries. If you access the Site, Services, Application, or Content from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

19.2. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE, SERVICES, OR APPLICATION (INCLUDING THE CONTENT) MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19.3. Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Use will continue in full force and effect.

19.4. Entire Agreement. These Terms of Use, including our [Privacy Notice](#), constitute the sole and entire agreement between you and InteropONE with respect to the subject



matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

20. **Questions.** If you have any questions about the Site, Services, Application, Content, or these Terms of Use, please email us at [interopone@bktechnologies.com](mailto:interopone@bktechnologies.com).
21. **Notice to California Residents.** If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.