



STATUS REPORT

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TERMS OF WEBSITE USE

1. ABOUT US

- 1.1. We are Fortress Global, Inc. a technology and security company that is registered in state of Delaware (“**Fortress**”, “**We**” or “**Us**”). Our registered address is: 1201 Orange Street, Suite 600, Wilmington, Delaware 19801.
- 1.2. We provide You the end user (“**You**”, “**Your**” or “**You’ll**”) the Fortress website and related websites (“**Sites**”) which are accessible at Yourfortress.com and the Fortress mobile applications (“**App**”) for Your mobile phone or other connected device (“**Device**”) on the following terms and conditions (“**Terms**”). In order to access our various services (each a “**Service**” collectively “**Services**”), You must download the App, join and select a membership tier (“**Tier**”).
- 1.3. These terms and conditions (**Terms**) explain the basis on which you may browse the Sites. Please read these Terms carefully. By using the Sites, you are agreeing to these Terms (and if you do not agree please do not use the Sites). The terms on which we provide our Services are set out in separate terms, which are available via the Sites and which you will need to agree to in order to place an order for our Services.
- 1.4. If you have any questions or comments, then please contact us at hello@yourfortress.com

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- 2.1. You promise that you will not (and will not attempt to):
 - 2.1.1. use the Sites in any way that may cause you or us to breach any applicable laws or the rights of any third party;
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 - 2.1.3. Access the accounts of other users, penetrate the Sites’ security measures or use the Sites as a means to collect or store personal data about others or to engage in marketing activities.
- 2.2. You agree to compensate us for any claim (including any legal charges in relation to such claim) made by a third party in respect of any matter in relation to your use of the Sites including any breach or suspected breach of these Terms or any of our other terms or your violation of any law or the rights of a third party.
- 2.3. You do not, by using the Sites, obtain any intellectual property rights (including, without limitation, copyrights, trademarks, design rights or patents in relation to logos, graphics, photographs, images, sound recordings, compositions, animations, videos and text) in the Sites and their contents, whether owned by us or by third parties.



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3. THE LIMIT OF OUR LEGAL OBLIGATIONS

- 3.1. As a consumer, you have certain statutory rights in relation to the services provided by us, including the right to receive a reasonable standard of service. Nothing in these Terms shall restrict those statutory
- 3.2. Access to and use of this website is at the user's own risk. We shall not be liable for any loss, damage, injury, or claim, nor any special, indirect, incidental, consequential, exemplary or punitive damages of any kind, whether such action is based in tort, contract, negligence, strict liability, or otherwise, even if We have been advised of the possibility of such damages.
- 3.3. We shall not be liable for any Third-party Site, materials in any Third-party site or the inability to use any Third-party Site; and defect, omission, error, interruption, delay, or computer virus; or the unauthorized alteration of or access to your transmissions or personal data, except as a result of Fortress' gross negligence or intentional actions.
- 3.4. If you are in a state that does not allow the limitation of liability for certain damages, the above limitation of liability or a portion of it may not apply to you. However, you agree in any event the Fortress total liability for all damages, losses, injuries, or claims of any kind or nature shall be limited to the amount you have paid to access the Sites and/or Services.
- 3.5. Whilst we use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention, we do not promise that the information and other material on the Sites will be free from errors or omissions. All content and services on the Site are provided on an 'as is' and 'as available' basis. We do not make any promise or representation in respect of the Sites or their content. Any decisions or actions taken by you on the basis of information provided on or via the Sites

are at your sole discretion and risk and you should obtain individual professional advice where necessary.

- 3.6. We will seek to react quickly to any complaints regarding the Sites and our Services and we treat such complaints very seriously. If you wish to make a complaint, please contact us at help@yourfortress.com.

4. SECURITY AND PRIVACY

- 4.1. If you would like to use our Apps or Services, please read our Terms of Services, Privacy Policy, Security Policy and Cookies Policy which contain important information about the basis on which we provide our Apps and Services, the use of cookies and the use of your personal data and other information regarding your privacy and our security processes and policies.
- 4.2. We are constantly looking for new ways to improve the Sites and our Apps and Services, which may involve us changing these Terms. We may also need to change these Terms for legal, regulatory or security reasons. For these reasons, we reserve the right to amend these Terms at any time by giving you notice. Notice will be given by means of an announcement on the Sites and a link to the current version of these Terms will at all times be available via the Sites.

5. GENERAL

- 5.1. In these Terms, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be deemed to include the words "without limitation" and shall be construed as illustrative and shall not limit the sense of the words preceding those terms. If any provision of these Terms is found by a court or a regulator to be invalid or unenforceable, the other provisions shall continue to apply. If you breach these Terms and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms. In the event of any dispute between you and us concerning these Terms, relevant New York state law will apply. If you wish to take court proceedings against us you must do so within the state of New York.