

Terms of Use

Last Updated: April 2026

These Terms of Use (“Terms of Use” or “Terms”) are effective immediately for users accessing or using this website (“Website”) by registering for a new account or without an account using the Website and any services provided. For those with pre-existing accounts, these Terms will become effective as of the “Last Updated” date above. Please read these Terms of Use carefully.

The Terms of Use contain important information about the user of the Website (“you” or “your”) rights and obligations. These Terms govern access to and use Northern Lights Technology Development (“we” or “us” or “our”) products and services, including those offered through Northern Lights Technology Development websites, networks, mobile applications, or other services provided.

By visiting and/or using the Website, you fully and unconditionally agree to these Terms of Use. If you do not agree to these Terms, please do not visit or use the Website. Any offer provided by us is conditioned upon your acceptance of these Terms of Use. By using this Website, you represent that you lawfully consent to U.S. jurisdiction for all purposes on our Website as if a resident of the U.S., and have the right, authority and capacity to enter into these Terms of Use agreement.

Changes to Terms of Use

We may revise and update these Terms of Use without notice, including adding and deleting terms. All changes are effective immediately upon posting on the Website. If you do not agree to the revised terms, your recourse is to stop using the service/close your account. Continued use of the Website following a change to the Terms indicates your acknowledgement and your agreement to be bound by the revised Terms of Use.

Registration

Except for portions of the Website which we allow users to access without registration, you must establish an account to use the Website and the service. When you set up an account and/or use the Website, you agree to: (1) provide accurate, current, and complete information; (2) maintain and keep your information accurate, current, and complete; (3) not impersonate any person or entity, and (4) you will not select a user name that in our sole discretion deems offensive.

We reserve the right to terminate your access to and use of the Website and services if any information provided by you is untrue, inaccurate, not current, or incomplete. Our use and disclosure of any information you provide us is governed by our [Privacy Policy](#). All activity

conducted in connection with your account will be your responsibility. You may deactivate your User Account and end your registration at any time, for any reason.

You also acknowledge that your account belongs only to you and agree not to provide any person other than you (if an individual) or not acting as your agent (if a company or organization) with access to this Service or portions of it using your user name, password or other security information. You are responsible for maintaining the security of your account and password, and you are responsible for all actions taken with your account.

Communication by the Website

By accessing or using the Website, you consent to accept and receive communications from us through the Website or by other means such as e-mail, push notifications, text messages (including SMS and MMS), and phone calls at the addresses you provide to us. These communications may promote us or our affiliates and may be initiated by us or our affiliates. You further understand that communications may be sent using an automatic telephone dialing system, and that you may be charged by your carrier for certain communications such as SMS messages or phone calls.

Your Conduct

Visiting this Website: By using this Website you agree that you will not, and you will not attempt to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity.
- Falsely state or otherwise misrepresent your affiliation with any person or entity, or use any fraudulent, misleading, or inaccurate email address or other contact information.
- Restrict or inhibit other users from using the Website or any services.
- Violate any applicable laws, rules, or regulations.
- Use or access for the benefit of an entity subject to economic sanctions in the United States.
- Use or grant access that would violate the import or export laws of the United States.
- Express or imply that any statements you make are endorsed by us.
- Distribute viruses or other harmful computer code through the Website or through any third-party content or service.
- Use the Website or any service to send or facilitate the sending of mass unsolicited data packets, SMS texts, e-mails, or other traffic, such as distributed denial of service (DDoS) or "spam" communication efforts.
- Harvest any information from the Website or the services therein.
- Access or use (or attempt to access or use) another user's content without permission.

- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Website or the services offered, including any included third-party content or services.
- Conduct automated queries or other automated activity with the purpose of obtaining information from the Website.
- Remove any copyright, trademark, or other proprietary rights notices contained in or displayed on any portion of the Website.
- "Frame" or "mirror" any portion of the Website, or link to any page from the Website without our prior written authorization.
- Order or purchase services through the Website if you are not 18 years of age or older or have the specific permission of a parent or legal guardian.

Sharing Information: By using the Website, you agree not to upload, post, email or otherwise send or transmit any material that: (1) contains viruses, worms, Trojan horses, defects, date bombs, time bombs or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website; (2) is abusive, illegal, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights or otherwise objectionable or which may give rise to liability or violate any law; (3) is in violation of a copyright, trademark or other intellectual property or other right of any person; (4) requests personally identifiable information; or (5) contains any advertisement, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication.

Your Submissions: If you choose to upload or otherwise submit any material through the Website, including without limitation, video photographs, images, text, graphics, sounds, data, or files to the Website ("Submissions"), by uploading such video or photographs you represent and warrant that: (1) you own or otherwise possess all necessary rights with respect to your Submissions; (2) your Submissions do not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary rights of any third party; and (3) you hereby consent to the use of your likeness, and you acknowledge you have obtained the written consent, release, and/or permission of every identifiable individual who appears in a Submission to use such individual's likeness, or if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us with a copy of any such consents, releases and/or permission upon our request).

We may request that you submit evidence of your ownership of or right to use your Submissions. If, upon such request, we do not receive information we deem sufficient to evidence such rights, we reserve the right to: (i) suspend the shipping of an order or service

relating to such content, and/or (ii) share the content and information regarding the member with governmental organizations, law enforcement authorities or other third parties.

Eligibility

A. You may not use the Service if we have previously suspended or removed you from the Website.

B. By using the Website, you represent:

- i. If you are an individual, that you are at least 18 years of age;
- ii. If you are company or organization, the person creating the account has the authority to act on behalf of that entity, and that such entity accepts these Terms;
- iii. You have never been suspended or removed from the Website; and
- iv. Your registration and your use of the Website complies with all applicable laws and regulations.

C. If you are a convicted sexual predator, you may not use any such Website feature (chat rooms or community pages).

Obligations & Responsibilities

You acknowledge that, by providing you with the ability to view and distribute user-generated content on the Website, we are acting only as a passive conduit for such distribution, and we are not undertaking any obligation or liability relating to any such content. We do not and cannot review all communications and materials posted to the Website, and we are not responsible for the content of such communications and materials. All such content is offered AS IS, and you view and use it at your own risk. You acknowledge and agree that we may (but are not obligated to) do any of the following, at our discretion: (1) monitor and/or filter any Submissions; (2) remove or refuse to send, transmit, or otherwise use any Submission (including without limitation, by suspending the processing and shipping of any order related to any Submission); and/or (3) disclose any Submission, and the circumstances surrounding the transmission or use thereof to any third party.

If you become aware of misuse of the Website by any person, please contact us at marketing@nltd.com.

Our Use of Information Submitted

You agree that we are free to use any comments, information or ideas contained in any communication you may send to us, without notice, compensation or acknowledgement to you, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services and creating, modifying or improving the Website or other products or services. Any ideas and/or suggestions related to the Website and any

service offered therein that you submit will be owned by us, and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to us.

Order Acceptance & Payment *(if applicable)*

We reserve the right at any time after receipt of your order to either accept or decline your order for any reason. We reserve the right at any time after the receipt of the order, to supply less than the quantity you ordered of any item. Some circumstances under which we may cancel the order may include but are not limited to 1) defects or damages found at the time of shipping, 2) errors in the product description, quantity and pricing on our Website or catalog (if applicable), 3) due to any typographical error, (4) if an item is out of stock or no longer available, (5) we become aware of a product safety concern, or (6) if a product is in violation of copyright or infringement laws or any other legal issue.

By placing an order, you accept and agree that the total liability of us under any legal claims whatsoever shall be limited to the amount of money you have actually paid solely and only for placing the order. If your order is rejected or limited by us, your exclusive and sole remedy is either (a) we will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card had been charged for the order), (b) we will issue a check for the amount paid by you if payment was received check (if applicable/accepted) or (c) we will not charge your credit card for the cancelled portion of the order of the quantity not provided. It will be in our sole discretion how to refund, refinance, or replace an item with a similar or identical product.

If the products ordered from our Website do not conform to written specifications, we, at our sole discretion, will either promptly repair or replace the product, or issue you a refund of the price paid. This is your sole and exclusive remedy for non-conforming products. The foregoing limitations, exclusions, disclaimers, and remedies shall apply to the maximum extent permitted by law, even if any remedy fails its essential purpose.

For each product or service you order from the Website, you agree to pay the price applicable for the product or service (including any sales tax, surcharges and any delivery fees for the delivery service you select) as of the time you submitted the order. Unless agreed upon an alternative billing arrangement in writing, we will automatically bill your credit card submitted as part of the order process. By using a credit or debit card you signify that you are the rightful owner of the card. We shall not be responsible for inappropriate credit card use nor shall we bear the responsibility to verify credit card owner.

Without limiting remedies, we reserve the right to charge a late fee on all past due payments equivalent to the lesser of one and a half percent (1.5%) per month on the

unpaid balance or the highest rate allowed by law. By ordering from us, you agree to pay for all collection costs, attorneys fees, and court costs incurred in the collection of past due amounts. We reserve the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Use.

Compliance

You agree to comply with all applicable laws, statutes and regulations regarding your use of this Website and your purchase of products or services (if applicable) through the Website. We may, in our sole discretion report actual or perceived violations of law to law enforcement or appropriate authorities. If we become aware of any potential violation of the Terms of Use or our [Privacy Policy](#), we may (but are not obligated to) conduct an investigation to determine the appropriate enforcement action, during which we may suspend services or terminate the account of any customer being investigated.

Termination

We reserve the right in our sole discretion to terminate or restrict your use of the Website or the Services, without notice, for any or no reason, and without liability to you or any third party. You agree that we shall not be liable to you or any third party for any termination of your access to the Website or the services. At our sole discretion, we may modify or remove any User Content that violates or is inconsistent with these Terms of Use or their intent, that your conduct is disruptive, or you have violated the law, these Terms of Use, or the rights of us or another user. We will have no liability to you for any deletion of your User Content.

We reserve the right to modify, suspend, or terminate, temporarily or permanently, the Website or any feature or component of the Website, in whole or part, to any individual, group, or everyone, for any reason at our sole discretion. Any updates to the Website will be subject to these Terms of Use.

Trademarks

All trademarks, service marks and trade names of ours used on the Website are trademarks or registered trademarks of us in the U.S. and/or other countries. They may not be used without our prior express written permission. All other trademarks that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to or endorsed by us.

Copyright

The entire content of the Website, including but not limited to text, graphics and code, is our property. We grant you permission to electronically copy and print hard copy portions

of the Website solely for your own personal, non-commercial use, provided that you do not change or delete any proprietary notices from downloaded or printed materials. Any other use, including but not limited to the reproduction, distribution, display or transmission of the Website content is strictly prohibited, unless authorized by us in writing.

Copyright Violations

We respect the intellectual property rights of others and will take appropriate steps to protect the intellectual property rights of third parties if it receives notice in accordance with the Digital Millennium Copyright Act. If you believe your copyright or the copyright of another has been infringed on, please provide our Copyright Agent with a written notice containing the following information:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that you believe has been infringed;
- an identification of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringed is located on the Website;
- information on how to contact you including your address, telephone number, and email address, if available;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Claims of infringement should be mailed via certified mail, return receipt requested, to the following address:

General Counsel
1725 Roe Crest Drive
North Mankato, MN 56003

Warranty Disclaimer & Liability Limit

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. BOTH THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, AND SYSTEM INTEGRATION.

We do not warrant that the functions contained in the Website will be uninterrupted or error-free, that defects will be corrected or that this Website or the server that makes this Website available are free of viruses or other harmful components.

We assume no liability or responsibility for any errors or omissions on the Website; any failures, delays or interruptions in the Website's accessibility; any losses or damages arising from the use of the Website; or any conduct by other users of the Website. We reserve the right to deliver the Website in our sole and absolute discretion. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing may not apply to you.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR THESE TERMS, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ALL MATERIALS INCORPORATED THEREIN AND ALL FEATURES AND FUNCTIONALITY OF THE SERVICE) AND TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID FOR THE PRODUCT.

YOU RELEASE US AND HOLD US AND OUR THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER, SUPPLIERS, AND PROVIDERS, AND ANY THIRD-PARTY WHO PROMOTES THE WEBSITE OR PROVIDES YOU WITH A LINK TO THE WEBSITE OR ANY SERVICE HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE AS CITED ABOVE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE. YOU WAIVE THE PROVISION OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

Indemnification

You agree to indemnify, defend and hold us, our shareholders, officers, directors, employees and agents harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, in whole or in part, out of your use of the Website or your violation of these Terms of Use, any law or the rights of any third party.

Electronic Notices

By using the Website, you agree to receive electronic communications from us. You agree that any notice, agreement, disclosure or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Third-Party Links

The Website may link to sites operated by third parties. However, we have no control over these linked sites, all of which have their own terms of use and data collection practices. Your use of third-party content and services, whether on the Website or elsewhere, is subject to all terms, conditions, practices, and policies set forth by those services and are at your own risk. We make no representations or warranties with respect to third-party applications, products, or services, or how they operate, including operations including the privacy, security, exchange, and transmission of your data. We do not endorse nor hold responsibility for information, practices, and policies of third-party content and services.

Disputes

Your use of the Website shall be governed by the laws of Minnesota, without regard to choice of law provisions. Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of or relating to the Website shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Nicollet County, Minnesota. Any cause of action or claim you may have with respect to the Website must be commenced within one (1) year after the claim or cause of action arises, or it shall be forever barred.

General

The Services are controlled and operated within the United States, and are not intended to be subject to the laws or jurisdiction of any country or territory other than that of the United States. We do not represent or warrant that the Website or services offered, or any part thereof, are appropriate or available for use in any particular jurisdiction. Those who choose to access the Website and the services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules, and regulations. We may limit the Website and/or services availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such provision. Our failure to enforce any provision of these Terms of Use shall not constitute a

waiver of that or any other provision. These Terms of Use set forth the entire understanding and agreement between you and us with respect to the subject matter hereof.

Contact Us

If you have any questions about these Terms of Use, please contact us at:

marketing@nlttd.com

Northern Lights Technology Development

866-625-9377