

# Terms and Conditions for Lycaon Mining Group LLC

Lycaon Mining Group LLC, ("Organization," "we," or "us"), located at 520 N Marketplace Dr., Suite 200, Centerville Utah 84014 (1.800.784.9690), provides access to information only through its website and we may provide the ability to use certain functionalities of the Site or provide services of various kinds (the "Services"). The Site and Services are made available to you, (herein the "User"), subject to the following terms and conditions (the "Terms").

PLEASE READ THE TERMS CAREFULLY. BY USING THE SITE OR INFORMATION, YOU ACKNOWLEDGE AND REPRESENT THAT (i) YOU HAVE READ THESE TERMS FULLY, (ii) UNDERSTAND THEM, (iii) AGREE TO BE BOUND BY THEM, (iv) YOU ARE LEAST 18 YEARS OLD, and/or (v) IF YOU ARE UNDER 18 YEARS OLD, YOU HAVE PERMISSION FROM YOUR LEGAL GUARDIAN TO VIEW THE SITE. IF YOU DO NOT AGREE TO ANY OF THE TERMS BELOW, WE ARE UNWILLING TO GRANT YOU ACCESS TO THE SITE OR THE INFORMATION, AND IF YOU SO ANYWAY, YOU DO SO ON YOUR OWN ACCORD AND AT YOUR OWN RISK.

## **I. ACCESS TO OUR ONLINE INFORMATION**

### **A. General Restrictions on Use**

The rights granted to you by these Terms will remain in force only for so long as these Terms remain in effect. You may not rent, transfer, assign, commercially exploit, resell or sublicense access to the Information to any third-party. You may use the Site and the Information only for personal purposes, such as to use the site to learn more about Lycaon Mining Group LLC, its services, or potential employment with Lycaon Mining Group LLC.

You agree not to solicit Organization or approach Organization about any investments. You further agree not to combine or integrate the Site and the Information with hardware, software or other technology or materials. You may not modify or create any derivative product based on the Site and the Information. You may not decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Site and the Information is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code. Except as expressly stated herein, no part of the Site or Information may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Information shall be subject to these Terms. You agree not to use the Site and the Information to: (a) violate any local, state, national or international law; (b) stalk, harass or harm another individual; (c) collect or store personal data about other users; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (e) steal or disclose any proprietary and confidential information obtained; or (f) interfere with or disrupt the Information or servers or networks connected to the Information, or disobey any requirements, procedures, policies or regulations of networks connected to the Information. Without our written consent, you may not (i) use any high volume, automated, or electronic means to access the Information (including, without limitation, robots, spiders or scripts); or (ii) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You promise that any information about yourself that you voluntarily provide to us will be true, accurate, complete and current.

### **B. Access to Information**

User acknowledges that this site is a private website and can only be accessed by authorized persons. Authorized persons will be able to login by entering their username and password. User acknowledges that the site has proprietary information and so the User may have limited access. User is encouraged to contact our offices to submit request in writing, fax, or electronically for greater access to the site. A Non-Disclosure and Confidentiality agreement form will need to be filled out and completed by the intended user. **To request a Non-Disclosure and Confidentiality agreement, please see Section VI of this Terms and Conditions and please contact our offices at [Information@lycaonmininggroup.com](mailto:Information@lycaonmininggroup.com)**

### **C. Use of Third-Party Offerings**

You may be able to access websites, content, products or Information provided by third-parties through links that are made available on the Site. We refer to all such websites, content, Information and products as “Third-Party Offerings.” For example, we may permit third parties to advertise their products and Information on the Site, and those advertisements may contain links to the website(s) of the advertisers. If you elect to use such Third-Party Offerings, you understand that your use of them will be subject to any terms and conditions required by the applicable third-party provider(s). You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use or purchase any Third-Party Offerings.

### **D. Ownership**

As between you and us, we, as applicable, retain all right, title and interest in and to the Site and the Information, and all related intellectual property rights. Organization reserves all rights not granted in these Terms. Unless you first obtain the copyright owner’s prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Site or the Information. If you provide Organization any personal information, feedback, or suggestions regarding the Site or Information (“Feedback”), you hereby assign to Organization all rights in the Feedback and agree that Organization shall have the right to use such Feedback and related information in any manner it deems appropriate. Organization will treat any Feedback you provide to Organization as non-confidential and non-proprietary. In addition, Organization shall treat any personal information you provide as confidential and by submitting such information, you agree to allow Organization to use any related information in any manner it deems appropriate. You agree that you will not submit to Organization any information or ideas that you consider to be confidential or proprietary.

Copyright © 2016, Lycaon Mining Group LLC. All rights reserved. All trademarks, logos and Information marks (“Marks”) displayed on the Site or Information are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

### **E. Privacy Policy**

This Privacy Policy is effective as of March 07, 2016.

We know that you care how sensitive information about yourself is used and shared, and we appreciate your trust that we will carefully and sensibly secure your information. All traffic is monitored and recorded to protect private company information. Organization agrees to keep all information submitted by User to Organization private and confidential. In addition, User acknowledges the following:

#### **1. Log Files**

Like many Web sites, we automatically gather certain information about our Site traffic and store it in log files. This information includes Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information, which does not identify individual users, to analyze trends, to administer the Site, to track users’ movements around the Site and to gather demographic information about our user base.

We do not link this automatically collected data to personally identifiable information.

## 2. **Cookies**

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use cookies on this site. As noted above, we do not link the information we store in cookies to any personally identifiable information you submit while on our site.

## 3. **Security**

The security of your personal information is important to us. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security nor will we be held liable for certain problems.

# II. **USER CONTENT**

## **A. User Content.**

“User Content” means any and all information and content that a user submits to, or uses with, the Site or Information (e.g., content about user, photographs, or other postings). You are solely responsible for your User Content and assume all risks associated with use of your User Content. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided, sponsored or endorsed by Organization. Because you alone are responsible for your User Content (and not Organization), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Organization is not obligated to backup any User Content and User Content may be deleted at anytime. You are solely responsible for creating backup copies of your User Content if you desire.

## **B. License**

You hereby grant, and you represent and warrant that you have the right to grant to Organization an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license and authorization to use your, and you agree to allow Organization to use any related information in any manner it deems appropriate. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

## **C. Acceptable Use Policy**

The following sets forth Organization's “Acceptable Use Policy”: You agree not to use the Site or Information to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any

third party; (v) that constitutes a computer virus, worm, or any software intended to damage or alter a computer system or data; (vi) that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise, and (vii) you shall not, without prior written approval of Organization, use for your own commercial or financial benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Organization.

#### **D. Enforcement**

We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such acts may include removing or modifying your User Content, terminating your access to Organization website, and/or reporting you to law enforcement authorities. All users must register with admin any violations. Any violations may be enforced to the fullest extent of the law.

**Injunctive Relief.** A breach of this Agreement will cause irreparable and continuing damage to Disclosing party for which money damages are insufficient, and Organization shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

#### **E. Other Users**

Each Site or Information user is solely responsible for any and all of its User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Site or Information users are solely between you and such user. You agree that Organization will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site or Information user, we are under no obligation to become involved.

**Release.** You hereby release and forever discharge us (and our administrator, owner, officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Site or Information users. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

### **III. DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF LIABILITY**

#### **A. Limited Warranties**

THE SITE, ALL INFORMATION, CONTENT, MATERIALS AND INFORMATION RELATED TO THE FOREGOING, ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, SYSTEM INTEGRATION AND ACCURACY OF DATA. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. WE AND OUR AFFILIATES DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE. THE

SUBMISSION OF ANY USER CONTENT AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE OUR SITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR FROM RELIANCE UPON THE SITE OR INFORMATION, AND YOU ARE ADVISED TO MAINTAIN OFFLINE BACKUP COPIES OF ALL USER CONTENT. WE ARE NOT THE PROVIDER OF, AND MAKE NO WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY OFFERINGS. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE OR INFORMATION; AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE USING THE SITE OR INFORMATION.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE SITE OR INFORMATION PROVIDE COMPREHENSIVE OR ACCURATE INFORMATION. WE RESERVE THE RIGHT TO FILTER, MODIFY OR REMOVE CONTENT, MEDIA, INFORMATION OR ANY OTHER MATERIAL FROM THE SITE OR INFORMATION AND FROM THE OUTPUT OF THE SITE OR INFORMATION.

## **B. Waiver of Liability**

USE OF OUR INFORMATION, THE SITE, AND/OR THE PRODUCTS ARE AT YOUR OWN RISK. IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, THE INFORMATION, THE SITE, OR THE INFORMATION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. ACCORDINGLY, USE OF THIS SITE MEANS THAT YOU TO AGREE TO WAIVE ANY LIABILITY TOWARD THE SITE OWNER OR ITS AGENTS.

## **C. Indemnification**

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND, AT OUR OPTION, DEFEND OUR ORGAZATION, INCLUDING OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ANY THIRD-PARTY INFORMATION PROVIDERS) FROM AND AGAINST ALL DAMAGES, CLAIMS, DEMANDS, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OR APPLICABLE LAW OR YOUR USER CONTENT.

## **IV. COPYRIGHT POLICY**

Organization respects the intellectual property of others and asks that users of our Site and Information do the same. In connection with our Site and Information, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site and Information who are repeat infringers of intellectual property rights, including copyrights.

## **V. MISCELLANEOUS MATTERS**

### **A. Modifications to Terms**

We may change these Terms from time to time. If you object to any such changes, your sole recourse will be to cease using the Site and reading any more of the Information. Continued use of the Site or the Information following posting of any such changes will indicate your acknowledgment of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.

## **B. Modifications to Information.**

We reserve the right to modify the Site and/or Information at any time without notice. If you object to any changes to the Site or Information, your sole recourse will be to cease using the Site and Information. Continued use of the Site or Information following posting of any such changes will indicate your acknowledgment of such changes and satisfaction with the Information as so modified. We also reserve the right to discontinue the Site and/or Information at any time without notice. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Site or the Information.

## **C. General Terms**

You agree to comply with all laws, rules and regulations that apply to your use of the Site and the Information. Any delay or failure by us to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions reflected in the invalid provision, and the other provisions of these Terms shall remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word including means including without limitation. These Terms constitute the entire agreement between you and us with regard to the matters described above. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Organization's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

## **D. Governing Jurisdiction and Attorney Fees**

This Agreement shall be governed in all respects by the laws of Davis County in the State of Utah. Each of the parties irrevocably consents to the exclusive personal jurisdiction mentioned above, as applicable, for any matter arising out of or relating to this Agreement. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out of pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

## **E. Severability**

If any part or parts of these Terms and Conditions are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Terms and Conditions shall continue in full force and effect.

## **F. Contact Information**

Lycaon Mining Group LLC Corporate Offices

520 N marketplace Dr., Suite 200

Centerville Utah 84014

phone 1.800.784.9690

fax 4352142289

email [Information@lycaonmininggroup.com](mailto:Information@lycaonmininggroup.com)

## VI. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

User acknowledges that the site has proprietary information and so the User may have limited access. User is encouraged to contact our offices to submit request in writing, fax, or electronically for greater access to the site. A Non-Disclosure and Confidentiality agreement form will need to be filled out and completed by the intended user. The scope of the Non-Disclosure and Confidentiality agreement will be used for potential employment and independent contractors.

**To request a Non-Disclosure and Confidentiality agreement, please see Section VI of this Terms and Conditions and please contact our offices at [Information@lycaonmininggroup.com](mailto:Information@lycaonmininggroup.com)**

### Lycaon Mining Group LLC

#### Confidentiality and Non-Disclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Lycaon Mining Group LLC, herein referred to as "Organization" and "Disclosing Party," and User, herein referred to as "Receiving Party," for the purpose of preventing the unauthorized disclosure of Confidential and Proprietary Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. For purposes of this Agreement, "**Confidential Information**" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. This includes any technical and nontechnical information from the website such as any and all current, future, or proposed products, services, ideas, concepts, designs (logo), or any and all content.
2. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. "**Proprietary Information**" in this Agreement means all information and any idea in whatever form, tangible or intangible, from any and all content from the website. Receiving Party further understands that the Disclosing Party considers the following information to be included, without limitation, in such definition of Proprietary Information: (i) inventions, trade secrets, ideas, data, programs, logos, works of authorship, know-how, improvements, discoveries, designs, (ii) technical information relating to Disclosing Party's existing and future products, including, where appropriate and without limitation, manufacturing techniques and procedures, production controls, software, firmware, information, patent disclosures, patent applications, development or experimental work, formulae, engineering or test data, product

specification and part lists, names of suppliers, structures, drawings, sketches, photographs, models, techniques, or any and all information obtained through the website; and (iii) other confidential business information.

4. Receiving Party agrees that Receiving Party will treat Proprietary Information under Receiving Party's control with the same care Receiving Party would give it if it were Receiving Party's own proprietary information. As part of this obligation, Receiving Party agrees that Receiving Party will not reproduce information unless Disclosing Party consents.

(a) Receiving Party hereby acknowledges and agrees that all information obtained is for private use only and cannot be disclosed to any person or entity, including, without limitation, any competitor of Disclosing Party or if such disclosure would cause detriment to Disclosing Party.

(b) Receiving Party hereby acknowledges and agrees that any customers or prospective customers with whom Receiving Party becomes acquainted from the website cannot be contacted or solicited by Receiving Party.

5. Receiving Party shall hold and maintain the Confidential and Proprietary Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party or for personal non-commercial use only. Receiving Party shall treat all Confidential and Proprietary Information with the same degree of care as Receiving Party accords to Receiving Party's own confidential information, but not less reasonable care. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party and/or any of Disclosing Party's competitors, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential and Proprietary Information immediately if Disclosing Party requests it. Accordingly, the content of the entire website, including any information that is disseminated between Disclosing Party and Receiving Party, is to be kept confidential, unless authorized by Disclosing party in writing.

6. **Injunctive Relief.** A breach of this Agreement will cause irreparable and continuing damage to Disclosing party for which money damages may be insufficient, and Disclosing Party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

7. **Attorney Fees.** This Agreement shall be governed in all respects by the laws of Davis County in the State of Utah, even if User lives outside the United States. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the located in the above jurisdiction, as applicable, for any matter arising out of or relating to this Agreement. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out of pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

8. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

9. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose.

10. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

11. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

12. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.