

Website Terms of Use

Kragon Space Inc.

Last Updated / Effective Date: August 12, 2026

Version 1.0

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, INCLUDING A BINDING ARBITRATION PROVISION AND A CLASS-ACTION WAIVER IN SECTION 24 THAT AFFECT HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED, AS WELL AS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY IN SECTIONS 20 AND 21.

These Website Terms of Use (the “Terms”) govern your access to and use of the website located at kragon.space, together with any related web pages, subdomains, features, content, and services that link to or reference these Terms (collectively, the “Site”). The Site is operated by Kragon Space Inc., a Delaware corporation (“Kragon,” the “Company,” “we,” “us,” or “our”).

By accessing or using the Site, by clicking or tapping to accept these Terms where that option is presented, or by otherwise indicating your agreement, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy, which is incorporated into these Terms by reference. If you do not agree to these Terms, you must not access or use the Site.

Contents

1. Acceptance of These Terms.....	3
2. Who May Use the Site (Eligibility)	3
3. Changes to These Terms.....	3
4. Changes to the Site.....	3
5. Informational Purpose; No Professional Reliance	3
6. Forward-Looking Statements	4
7. No Offer of Securities; No Investment Advice.....	4
8. Intellectual Property; Ownership of Site Content	4
9. Trademarks.....	4
10. Limited License to Use the Site	4
11. Prohibited Uses	5
12. Contact Submissions and Inquiries.....	5
13. Careers and Employment Applications	5
14. User Submissions; License; No Confidential or Unsolicited Ideas	6
15. Export Control, Sanctions, and Denied Parties.....	6
16. U.S. Government and Defense-Related Content.....	7

17. Third-Party Websites, Links, and Content	7
18. Privacy	7
19. Copyright Complaints (DMCA)	7
20. Disclaimers of Warranties	7
21. Limitation of Liability	8
22. Indemnification	8
23. Governing Law	8
24. Dispute Resolution; Binding Arbitration; Class-Action Waiver.....	8
25. Injunctive and Equitable Relief; Forum for Excluded Claims	10
26. Termination and Suspension of Access	10
27. Electronic Communications and Consent.....	10
28. Force Majeure	10
29. Assignment.....	10
30. Severability.....	10
31. No Waiver.....	11
32. Notices.....	11
33. Entire Agreement; Interpretation	11
34. Contact Information	11

1. Acceptance of These Terms

These Terms form a legally binding agreement between you and Kragon. If you access or use the Site on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms, and in that case “you” and “your” refer to both you individually and that entity.

We may present these Terms to you through a clickable acceptance mechanism, or through a conspicuous notice accompanied by a link to these Terms. Where we provide such notice, your continued access to or use of the Site constitutes your acceptance of these Terms.

2. Who May Use the Site (Eligibility)

The Site is intended for users who are at least 18 years of age, or the age of majority in their jurisdiction if higher. By accessing or using the Site, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into a binding contract.

You further represent and warrant that you are not located in, and are not a national or resident of, any jurisdiction subject to comprehensive U.S. economic sanctions or embargoes, and that you are not identified on any restricted-party list described in Section 15.

We reserve the right, in our sole discretion, to restrict, suspend, or refuse access to the Site to any person at any time and for any reason permitted by law.

3. Changes to These Terms

We may revise these Terms from time to time. When we do, we will update the “Last Updated / Effective Date” above and, for material changes, provide reasonable notice by posting a notice on the Site or, where we have your email address, by email. Changes are effective when posted unless we state otherwise. Your continued access to or use of the Site after the effective date of revised Terms constitutes your acceptance of them. If you do not agree to the revised Terms, you must stop using the Site. Changes to the arbitration provisions in Section 24 are subject to the opt-out mechanism described in that Section.

4. Changes to the Site

We may change, update, suspend, limit, or discontinue any part of the Site, including any content or feature, at any time and without notice or liability to you. Content may be added, modified, or removed at our discretion. We do not guarantee that the Site or any content will be available at any particular time or at all.

5. Informational Purpose; No Professional Reliance

The Site and its content are provided for general informational purposes only, including to describe the Company and its mission, technologies, capabilities, products, services, and activities. Nothing on the Site constitutes professional, legal, financial, engineering, technical, or other advice, and nothing on the Site is a binding offer, commitment, guarantee, warranty, or representation regarding any product, service, capability, specification, timeline, or performance. You should not rely on any content on the Site as the

sole basis for any decision, and any commitment by the Company will be made only through a definitive written agreement signed by an authorized representative of the Company.

6. Forward-Looking Statements

The Site may contain forward-looking statements regarding future events, plans, objectives, timelines, missions, technology development, and business prospects. These statements involve known and unknown risks and uncertainties, and actual results, capabilities, and outcomes may differ materially from those expressed or implied. Forward-looking statements speak only as of the date they are made, and we undertake no obligation to update or revise them except as required by law. You should not place undue reliance on any forward-looking statement.

7. No Offer of Securities; No Investment Advice

Nothing on the Site is an offer to sell, or a solicitation of an offer to buy, any security, nor does it constitute investment, legal, tax, or financial advice. Any offer or sale of securities by the Company will be made only through definitive offering documents provided to eligible investors and only in compliance with applicable securities laws and available exemptions. The information on the Site is not directed at, and is not intended for use by, any person in any jurisdiction where such offer, solicitation, or use would be contrary to law.

8. Intellectual Property; Ownership of Site Content

Except for User Submissions (as defined in Section 14) and materials clearly identified as belonging to third parties, all content on or available through the Site—including text, graphics, logos, icons, images, photographs, videos, audio, data, compilations, designs, page layouts, and software (collectively, “Content”)—is owned by Kragon or its licensors and is protected by United States and international copyright, trademark, and other intellectual-property laws. All rights not expressly granted in these Terms are reserved by Kragon and its licensors.

9. Trademarks

“Kragon,” “Kragon Space,” the Kragon dragon device and logo, and related names, marks, and slogans are trademarks or trade dress of Kragon Space Inc. All other names, logos, and marks appearing on the Site are the property of their respective owners. Nothing on the Site grants you any license or right to use any trademark without the prior written consent of the owner.

10. Limited License to Use the Site

Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and view the Site and its Content for your personal, informational, and internal business purposes. You may make a single copy of Content for your personal reference where doing so is a natural part of ordinary browsing. Except as expressly permitted, you may not copy, reproduce, republish, distribute, modify, translate, create derivative works from, publicly display or perform, frame, mirror, scrape, harvest, data-mine, or otherwise exploit the Site or any Content without our prior written consent.

11. Prohibited Uses

You agree that you will not, and will not attempt to, and will not authorize or assist any third party to:

- violate any applicable law or regulation, or infringe or misappropriate any third-party right;
- access or use the Site for any unlawful, infringing, fraudulent, deceptive, or malicious purpose;
- gain or attempt to gain unauthorized access to the Site, to any account, or to any system or network connected to the Site;
- introduce any virus, worm, malware, ransomware, or other harmful code;
- probe, scan, or test the vulnerability of the Site or any related system, or breach or circumvent any security or authentication measure;
- use any robot, spider, crawler, scraper, or other automated means to access, harvest, index, or copy the Site or its Content, except for search-engine operators acting in accordance with the Site's robots.txt file;
- interfere with or disrupt the Site or the servers or networks used to make it available, including through denial-of-service activity or excessive load;
- reverse engineer, decompile, or disassemble any software on the Site, except to the extent such restriction is prohibited by applicable law;
- collect or harvest personal data of other users, or impersonate any person or entity or misrepresent your affiliation;
- remove, obscure, or alter any copyright, trademark, or other proprietary notice;
- use the Site to transmit any unlawful, defamatory, harassing, or otherwise objectionable material;
- use the Site or any Content in violation of applicable export-control or sanctions laws (see Section 15); or
- use the Site or any Content to develop a competing product or service, or for competitive benchmarking, without our prior written consent.

12. Contact Submissions and Inquiries

The Site may permit you to submit inquiries through contact forms or by email. You are solely responsible for the accuracy and lawfulness of the information you submit. Submitting an inquiry does not create any business, contractual, confidential, agency, employment, or fiduciary relationship between you and the Company. You must not submit through the Site any sensitive personal data, classified national-security information, controlled technical data, or third-party confidential information. We handle information submitted through the Site as described in our Privacy Policy.

13. Careers and Employment Applications

The careers area of the Site may allow you to view openings and submit job applications, resumes or curricula vitae, and related materials (collectively, "Application Materials"). By submitting Application Materials, you represent and warrant that the information is accurate and that you have the right to

provide it. We process Application Materials for recruitment and hiring purposes in accordance with our Privacy Policy and applicable law.

Submitting Application Materials does not create an employment relationship and does not guarantee that your application will be considered or that any offer will be made. Any employment, if offered, will be subject to a separate written offer and, where applicable, remains at-will. You must not include in your Application Materials any special-category or sensitive personal data beyond what is requested, or any export-controlled or classified information.

14. User Submissions; License; No Confidential or Unsolicited Ideas

“User Submissions” means any content, information, or materials you submit through the Site, including inquiries, Application Materials, feedback, and suggestions. Except for personal data (which is governed by our Privacy Policy) and Application Materials (which are governed by Section 13), you grant Kragon a worldwide, royalty-free, fully paid-up, perpetual, irrevocable, sublicensable, and transferable license to use, host, store, reproduce, modify, adapt, publish, and create derivative works from your User Submissions for the purpose of operating, improving, and promoting the Company’s business, without any obligation of compensation or attribution, to the extent permitted by applicable law.

If you provide feedback or suggestions about the Site or the Company, you agree that we may use them for any purpose without restriction, obligation, or compensation to you.

We do not accept unsolicited proposals, business ideas, or confidential information through the Site. Any idea, concept, or material you submit through the Site is deemed non-confidential and non-proprietary, and we have no obligation of any kind with respect to it. You should protect your own ideas and information through an appropriate written agreement with us before disclosing them.

You represent and warrant that your User Submissions do not infringe or misappropriate any third-party right and do not violate any law.

15. Export Control, Sanctions, and Denied Parties

The Company operates in the space and defense sectors. Certain information, technology, or technical data referenced on or associated with the Company may be subject to United States export-control and sanctions laws, including the International Traffic in Arms Regulations (ITAR, 22 C.F.R. Parts 120–130), the Export Administration Regulations (EAR, 15 C.F.R. Parts 730–774), and sanctions administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC).

The Company intends the publicly available Content on the Site to consist of information that is in the public domain or otherwise publicly available, and does not intend the public Site to provide access to controlled technical data. The Company controls access to any controlled materials separately and does not make controlled technical data available through the public Site.

You represent, warrant, and covenant that you are not: (a) located in, organized under the laws of, or ordinarily resident in any country or region that is the subject of comprehensive U.S. sanctions; (b) identified on the OFAC Specially Designated Nationals and Blocked Persons List, the U.S. Commerce Department’s Denied Persons, Entity, or Unverified Lists, or any other U.S. government restricted-party

list; or (c) owned or controlled by, or acting on behalf of, any such person. You agree to comply with all applicable export-control and sanctions laws and not to use the Site to receive, transfer, or export any controlled information in violation of such laws.

16. U.S. Government and Defense-Related Content

Some Content may relate to activities performed for or with agencies or instrumentalities of the U.S. Government or its allies. Such Content is provided for general information only and does not constitute an endorsement by any government agency, nor a representation regarding the status, scope, funding, or performance of any contract, award, or program. Any government end use of Content is subject to applicable regulations and to any separate written agreement between the Company and the relevant agency.

17. Third-Party Websites, Links, and Content

The Site may contain links to third-party websites or resources, including social-media platforms, and may display content provided by third parties. We do not control and are not responsible for third-party websites or content, and the inclusion of any link does not imply our endorsement. Your access to and use of any third-party website or content is at your own risk and is governed by that third party's terms and policies.

18. Privacy

Our collection, use, and disclosure of personal data in connection with the Site are described in our Privacy Policy [\[insert link\]](#), which is incorporated into these Terms by reference. By using the Site, you acknowledge the practices described in the Privacy Policy.

19. Copyright Complaints (DMCA)

We respect the intellectual-property rights of others and respond to notices of alleged copyright infringement consistent with the Digital Millennium Copyright Act (17 U.S.C. § 512). If you believe that Content on the Site infringes a copyright you own or control, please send a written notice to our Designated Agent containing the elements required by law, including: identification of the copyrighted work; identification of the material claimed to be infringing and its location on the Site; your contact information; a statement that you have a good-faith belief that the use is not authorized; a statement, made under penalty of perjury, that the information is accurate and that you are authorized to act on the owner's behalf; and your physical or electronic signature.

Designated Agent for copyright notices: [\[Agent name\]](#), Kragon Space Inc., [\[Registered Address\]](#), email: [\[copyright email\]](#). We may remove or disable access to material that is the subject of a valid notice and may terminate the access of repeat infringers in appropriate circumstances.

20. Disclaimers of Warranties

THE SITE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT

THE SITE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT IS ACCURATE, COMPLETE, RELIABLE, OR CURRENT. TO THE EXTENT A JURISDICTION DOES NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

21. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL KRAGON OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE SITE OR THESE TERMS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SITE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS (USD 100) OR (B) THE TOTAL AMOUNTS YOU PAID TO US, IF ANY, TO ACCESS THE SITE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The limitations in this Section form an essential basis of the bargain between you and us. Some jurisdictions do not allow certain limitations of liability, in which case our liability is limited to the greatest extent permitted by law.

22. Indemnification

You agree to indemnify, defend, and hold harmless Kragon and its affiliates, and their respective officers, directors, employees, and agents, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your access to or use of the Site; (b) your User Submissions; (c) your violation of these Terms or any applicable law; or (d) your violation of any third-party right. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with our defense of that matter.

23. Governing Law

These Terms and any dispute arising out of or relating to these Terms or the Site are governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles, together with applicable U.S. federal law (including the Federal Arbitration Act with respect to Section 24). The United Nations Convention on Contracts for the International Sale of Goods does not apply.

24. Dispute Resolution; Binding Arbitration; Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL, AND REQUIRES INDIVIDUAL ARBITRATION OF MOST DISPUTES.

(a) Informal Resolution First. Before initiating arbitration, the party raising a dispute must send the other party a written Notice of Dispute describing the claim and the relief sought. Notices to us should be sent to [dispute notice email / address]. The parties will attempt in good faith to resolve the dispute for sixty

(60) days after the Notice of Dispute is received. Any applicable limitations period is tolled during this informal-resolution period.

(b) Agreement to Arbitrate. Except for the claims described in subsection (j), any dispute, claim, or controversy arising out of or relating to these Terms or the Site that is not resolved informally will be resolved exclusively by binding individual arbitration rather than in court. The Federal Arbitration Act governs the interpretation and enforcement of this Section.

(c) Administrator and Rules. The arbitration will be administered by the American Arbitration Association (AAA) under its rules then in effect [Commercial Arbitration Rules or Consumer Arbitration Rules, as applicable]. If the AAA is unavailable or unwilling to administer the arbitration, the parties will agree on a substitute administrator or, failing agreement, a court of competent jurisdiction will appoint one.

(d) Authority of the Arbitrator. The arbitrator has the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this arbitration agreement, including any claim that all or part of it is void or voidable, except that a court, and not an arbitrator, will decide any challenge to the enforceability of the Class-Action Waiver in subsection (e).

(e) CLASS-ACTION WAIVER. DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU AND KRAGON AGREE THAT NEITHER PARTY WILL BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION, AND THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE THAT PARTY'S INDIVIDUAL CLAIM. If this Class-Action Waiver is found to be unenforceable as to a particular claim or request for relief, that claim or request will be severed and adjudicated in court under Section 25, while all other claims will proceed in arbitration.

(f) JURY-TRIAL WAIVER. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN ARBITRATION, YOU AND KRAGON EACH WAIVE ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS OR REPRESENTATIVE PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

(g) Coordinated or Mass Filings. If twenty-five (25) or more similar arbitration demands are asserted against the same party by or with the assistance of the same or coordinated counsel, the parties agree that the demands may be administered in sequential batches or as bellwether proceedings in order to manage administrative fees and promote efficient resolution, and any applicable limitations period will be tolled for demands awaiting their batch.

(h) Location, Fees, and Award. The arbitration will be seated in Delaware or conducted by videoconference or telephone as the parties agree. Administrative and arbitrator fees will be governed by the administrator's rules. Each party will bear its own attorneys' fees and costs unless a statute or these Terms provide otherwise. The arbitrator's award is final and binding and may be entered as a judgment in any court of competent jurisdiction.

(i) 30-Day Right to Opt Out. You may opt out of this arbitration agreement (including the Class-Action Waiver) within thirty (30) days after you first accept these Terms by sending written notice to [opt-out email / address] that includes your name and a clear statement that you wish to opt out of arbitration. If you opt out, this Section does not apply to you, but all other provisions of these Terms remain in effect.

(j) Carve-Outs. Notwithstanding the foregoing: (i) either party may bring an individual claim in a small-claims court of competent jurisdiction; and (ii) either party may seek injunctive or other equitable relief in the courts identified in Section 25 to protect its intellectual property or confidential information.

(k) Survival. This Section survives termination of these Terms and any expiration or termination of your access to the Site.

25. Injunctive and Equitable Relief; Forum for Excluded Claims

For any claim excluded from arbitration and for any request for injunctive or other equitable relief, you and Kragon consent to the exclusive jurisdiction and venue of the state and federal courts located in New Castle County, Delaware, and waive any objection to venue or to an inconvenient forum in those courts. You acknowledge that a breach or threatened breach of the intellectual-property or confidentiality provisions of these Terms may cause irreparable harm for which monetary damages would be an inadequate remedy, and that we may seek injunctive relief without the requirement of posting a bond, in addition to any other remedy available.

26. Termination and Suspension of Access

We may suspend or terminate your access to the Site at any time, with or without notice and with or without cause, including if we believe you have violated these Terms. Upon termination, the license granted in Section 10 immediately ends. Provisions that by their nature should survive termination will survive, including Sections 5 through 9, 14, 15, and 20 through 33.

27. Electronic Communications and Consent

By using the Site or submitting information through it, you consent to receive communications from us electronically, whether by email or by postings on the Site, and you agree that all electronic communications and records satisfy any legal requirement that such communications or records be in writing.

28. Force Majeure

We will not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental action, failures of utilities, telecommunications, or the internet, cyberattacks, and epidemics or pandemics.

29. Assignment

You may not assign or transfer these Terms, or any of your rights or obligations under them, without our prior written consent, and any attempted assignment in violation of this Section is void. We may assign or transfer these Terms freely, including in connection with a merger, acquisition, reorganization, financing, or sale of assets. These Terms bind and benefit the parties and their permitted successors and assigns.

30. Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, or, if it cannot be so modified, it will be severed, and the remaining provisions will remain in full force and effect, subject to the specific rule stated in Section 24(e) for the Class-Action Waiver.

31. No Waiver

No waiver of any provision of these Terms will be effective unless in writing and signed by an authorized representative of Kragon. Our failure to enforce any right or provision will not constitute a waiver of that or any other right or provision.

32. Notices

We may provide notices to you by posting them on the Site or, where we have your email address, by email. Notices to us must be in writing and sent to: Kragon Space Inc., [Registered Address], Attn: Legal; email: [legal email]. Notices are deemed given when posted on the Site or sent by email, or, if sent by mail, upon receipt.

33. Entire Agreement; Interpretation

These Terms, together with the Privacy Policy and any terms expressly incorporated by reference, constitute the entire agreement between you and Kragon regarding the Site and supersede all prior or contemporaneous understandings regarding the Site. If there is a conflict between these Terms and a separate written agreement signed by you and Kragon, the signed agreement controls with respect to its subject matter. Section headings are for convenience only and do not affect interpretation. The word “including” means “including without limitation.” These Terms are drafted in English; any translation is provided for convenience only, and the English version controls.

34. Contact Information

If you have questions about these Terms, please contact us at: Kragon Space Inc., [Registered Address]; email: [contact email]; website: kragon.space.