InterPrice Technologies, Inc. Terms of Use

Welcome to interpricetech.com (the "Website") which is operated by InterPrice Technologies, Inc. ("InterPrice", which term includes all of its officers, directors, agents, members, representatives, trustees, contractors, employees, licensors, licensees, suppliers, and partners). Please take the time and read through this Website Terms of Use Agreement (the "Agreement") carefully before using this Website or any other websites or microsites operated by InterPrice, including any tools, apps, forums, event registration pages, social media pages, blogs, contest entries and/or donations (collectively, the "Websites" or the "Website"). This Agreement sets out the terms and conditions for your access and use of the Websites. BY USING THE WEBSITES IN ANY MANNER (INCLUDING, BUT NOT LIMITED TO, VISITING OR ACCESSING THE WEBSITES), YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL RELATED POLICIES, CONDITIONS, AND GUIDELINES. IF YOU DO NOT AGREE WITH ANY TERM OF THIS AGREEMENT, PLEASE DO NOT USE THE WEBSITES. IF YOU ACCESS AND USE THE WEBSITES WITHOUT READING THIS AGREEMENT, YOU ARE STILL AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. Acceptance of Terms

This Agreement governs the access to and the use of the Websites and constitutes an agreement between InterPrice Technologies, Inc. (referred to as the "InterPrice", "we", "us" or "our", "Company") and users of the Websites, such as you. Each time you use the Websites, you signify your acceptance and agreement, and the acceptance and agreement of any party you purport to represent, without limitation or qualification, to be bound by this Agreement. By using the Websites, you also represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any party you purport to represent. If you do not agree with all of the terms and conditions of this Agreement, or you are not authorized to agree to and accept this Agreement, you may not use the Websites.

InterPrice reserves the right to vary, amend, remove or modify or replace this Agreement or the Privacy Policy at any time by posting the updated Agreement or Privacy Policy to its Websites. It is your responsibility to check the Websites periodically for such updates. Continued use of any of the Websites after the posting of changes to the Agreement or Privacy Policy constitutes your acceptance of the changes.

2. Intellectual Property Rights

Any and all InterPrice Content (as defined below) contained on the Websites is the proprietary property of InterPrice, its content suppliers or its licensors, as the case may be, and is protected by United States copyright, trademark, and other applicable laws. For the purposes of this Agreement, "Content" includes any and all material, information in text, graphical, video and audio forms, images, reports, articles, publications, data, databases, charts, graphics, photographs, illustrations, maps, interfaces, applications, designs and other files, web pages, files, software, product names, company names, trademarks, logos and trade names contained on the Websites together with all intellectual property rights in or to the Website, or

any updates or upgrades thereto or derivative works thereof, or any copyrights, patent rights, or trademarks, embodied or used in connection therewith. "InterPrice Content" means all Content contained on the Websites, as well as the manner in which the Content is presented or appears on the Websites, and all intellectual property rights therein.

a. User Content License. "User Content" means all Content that is submitted, provided, posted or otherwise made available by users to the Websites.

Except for the rights you may have in the User Content posted, submitted, transmitted, provided or otherwise made available by you on the Websites, you do not acquire ownership rights or any implied right to any Content obtained, accessed, used or viewed through the Websites, and the posting, submission, transmission, provision or otherwise making available of information or materials on the Websites does not constitute a waiver of any rights in such information, materials and/or Content.

When you submit User Content to the Websites, you (i) represent and warrant that the User Content is original to you and that no other party has any rights thereto, and that you retain ownership of any copyright you claim to your submitted User Content, or (ii) you represent and warrant that you are legally entitled to post, submit, transmit, provide or otherwise make available the User Content and grant the foregoing license to InterPrice.

b. Content License. You acquire absolutely no rights or licenses in or to this website and any text, graphical, video and audio forms, images, reports, articles, publications, data, databases, charts, graphics, photographs, illustrations, maps, interfaces, applications, designs, and other files, web pages, files, software, product names, company names, trademarks, logos, text, graphics, user interfaces, visual interfaces, photographs, marks, audio, video, artwork, computer code, information, data and material therein (collectively, the "Content") other than the limited right to utilize this website and Content for your own personal, internal, non-commercial purposes in accordance with this Agreement.

3. Trademark Information

INTERPRICE TECHNOLOGIES, INC. Design and other marks and logos appearing on the Websites are registered and unregistered trademarks or trade names of InterPrice. Other product and company names and logos appearing on the Websites may be registered or unregistered trade-names or trademarks of their respective owners. Any use of the trademarks, trade names and logos (collectively, the "Marks") displayed on the Websites, except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Websites or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use, display or copy, in any manner, any Mark displayed on the Websites.

4. Rules of Conduct

When using any features of the Websites, it is a condition of your use of the Websites and any of their features that you will not:

- (a) violate any applicable local, state, national or international law, statute, ordinance, rule or regulation, including without limitation those relating to competition or antitrust;
- (b) interfere with or disrupt the computer networks of InterPrice or attempt to do so;
- (c) forge headers or in any manner manipulate identifiers in order to disguise the origin of any information;
- (d) download, upload, post, transmit, publish, or distribute any material that infringes, violates, breaches or otherwise contravenes the rights of InterPrice or any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
- (e) interfere with or disrupt the use of this website by any other customer or user or reverse look-up, trace or seek to trace any information on any other user of or visitor to this website, or any other customer of InterPrice, including any InterPrice account not owned by you;
- (f) probe, scan or test the vulnerability of this website or any network connected to this website or attempt to gain unauthorized entry or access to the computer systems of any other person or entity;
- (g) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of this website or InterPrice's systems or networks, or any systems or networks connected to this website or to InterPrice; or
- (h) download, upload, post, transmit, publish or distribute any material or information that constitutes or encourages conduct that would constitute a criminal offense, give rise to other liability, or otherwise violate applicable law.

You are solely responsible for your conduct and any User Content, materials or information that you submit, provide, transmit, post, or display on the Websites, or that you allow others to submit, provide, transmit, post, or display on the Websites under your Username.

You may not use any "linking", "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm, page-scraping technology, or methodology, or any similar or equivalent manual process, programs, algorithms or methodologies, or any similar or equivalent manual processes, to access, acquire, copy, distribute, display or monitor any portion of this Website or any content, or in any way reproduce or circumvent the navigational structure, reverse-engineer, or presentation of this website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through this Website.

Unless provided otherwise in an Agreement, you hereby agree and acknowledge that you are expressly prohibited from: (i) making available all or any portion of the content to any other person or entity, except as expressly permitted in this Agreement; (ii) creating derivative works from the content; and (iii) using the content in the provision of any services to third parties. In addition, you shall not distribute, transfer, sublicense, rent, lend, transmit, sell, re-circulate, repackage, assign, lease, resell, publish, copy, translate, convert, decompile, reverse engineer, alter, enhance, disassemble, modify, or change all or any portion of the InterPrice Content.

You shall not use the content to develop, support, create or provide pricing for: (i) any database or product that competes directly with the content or any other InterPrice product or service offered in the marketplace

or would create a functional substitute for any such InterPrice products or content; or (ii) any index (e.g. any composite financial index).

5. Limitation of Liability

By accessing or using the Websites, you acknowledge and agree that InterPrice shall have no liability for any cost, damage or harm arising directly or indirectly in connection with the Content, User Content and/or InterPrice Content on the Websites or through links on the Websites or from any action or inaction of any other user. IF THERE IS A DISPUTE BETWEEN YOU AND ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY USER OF THE WEBSITE), INTERPRICE IS UNDER NO OBLIGATION TO BECOME INVOLVED, AND YOU HEREBY RELEASE INTERPRICE FROM ANY CLAIMS, DEMANDS OR DAMAGES OF ANY KIND AND OF ANY NATURE ARISING OUT OF OR RELATING TO ANY SUCH DISPUTE. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL INTERPRICE BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO ACCESS TO OR USE OF THE WEBSITES AND/OR THE USE OF LINKS TO OTHER WEBSITES, WHETHER OR NOT ANY SUCH DAMAGES MIGHT BE FORESEEABLE AND EVEN IF INTERPRICE IS INFORMED OF THEIR POSSIBILITY, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF PROFIT, BUSINESS, CONTRACTS OR REVENUES OR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES. TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED TERMS ARE EXCLUDED.

THIS EXCLUSION OR LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE FORM OF ACTION OR PROCEEDING, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR OTHERWISE.

YOU HAVE THE SOLE RESPONSIBILITY FOR ANY DECISIONS YOU MAKE BASED ON INFORMATION CONTAINED IN THE WEBSITES.

IF YOU USE THE WEBSITES, YOU ARE AGREEING THAT THIS LIMITATION OF LIABILITY IS REASONABLE AND IN KEEPING WITH THE NATURE OF THE WEBSITES.

If you are dissatisfied with the Websites or with this Agreement, you agree that your sole and exclusive remedy is to discontinue using the Websites.

6. Disclaimer of Warranties

YOU AGREE THAT THE WEBSITES ARE PROVIDED ON AN "AS IS" BASIS, AND THAT YOUR USE OF THE WEBSITES PROVIDED BY INTERPRICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INTERPRICE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITES AND YOUR ACCESS TO AND USE THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, ACCURACY OR ANY IMPLIED WARRANTY ARISING FROM

COURSE OF DEALING OR USAGE OF TRADE. INTERPRICE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CREDIBILITY OF THE USERS OF THE WEBSITES, OR ABOUT THE TRUTHFULNESS, ACCURACY OR COMPLETENESS OF THE USER CONTENT, CONTENT AND/OR INTERPRICE CONTENT ON THE WEBSITES OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBSITES, OR THE AVAILABILITY, QUALITY, CHARACTERISTICS, LEGITIMACY, FUNCTIONALITY, SECURITY OR SAFETY OF ANY USER CONTENT, CONTENT AND/OR INTERPRICE CONTENT POSTED, DISPLAYED, SUBMITTED OR TRANSMITTED ON THE WEBSITES, OR ANY DESCRIPTIONS OR LITERATURE ABOUT THE CONTENT AND/OR INTERPRICE CONTENT. INTERPRICE ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE CONTENT AND/OR INTERPRICE CONTENT ON THE WEBSITES IS FIT FOR ANY PARTICULAR PURPOSE OR WILL MEET ANY USER'S REQUIREMENTS, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE USER CONTENT, CONTENT AND/OR INTERPRICE CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITES;(III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY USER CONTENT, CONTENT AND/OR INTERPRICE CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT AND/OR INTERPRICE CONTENT POSTED, EMAILED, SUBMITTED, DISPLAYED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITES.

7. Indemnity

By accepting this Agreement, you agree to indemnify and hold InterPrice and its affiliates, directors, officers, agents, employees, successors, assigns and all data providers and each of their affiliates, directors, officers, agents, employees, members, partners, successors and assigns ("InterPrice Indemnitees") harmless from any and all claims, demands, liabilities, expenses or tax assessments, including reasonable legal fees, arising out of any claim brought by any third party or any action taken by any governmental or regulatory body, due to, arising out of or relating to (i) your use of the Websites and/ or Content (ii) your connection to the Websites, (iii) your actual or alleged breach of this Agreement, (iv) your actual or alleged infringement of any third party intellectual property or proprietary rights, (v) any User Content that you submit, post, transmit, provide or otherwise make available through the Websites, or (vi) your actual or alleged violation of any applicable laws, rules, regulations or rights of another.

8. Other InterPrice Services

InterPrice may provide you with access to InterPrice services through links and/or dedicated frames (collectively, "Other InterPrice Services") from this website. For example, you may have access to a

Toolbar provided by our InterPrice service that allows you, amongst other things, to navigate data and content on InterPrice third-party websites.

Your use of Other InterPrice Services shall be governed by any applicable terms of use and privacy policies. We recommend you review those before using Other InterPrice Services.

9. Linking and Framing

While InterPrice welcomes links to its Websites, your website cannot state or imply that InterPrice endorses or supports an organization, agency or program without InterPrice's permission. InterPrice reserves the right to summarily cancel and revoke at any time and without notice any permission it may give to link to the Websites.

The framing of the Websites or any of the Content in any form and by any method is strictly prohibited.

10. Miscellaneous Provisions

- **a. Entire Agreement.** This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and InterPrice pertaining to the subject matter hereof. You agree to review this Agreement prior to any use of the Websites, and each use of the Websites by you shall constitute and be deemed your unconditional acceptance of this Agreement. InterPrice may prospectively modify this Agreement by posting a revised Agreement on the Websites.
- **b. No Agency.** No agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.
- **c.** Waiver and Severability. The failure of InterPrice to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. In the event that any provision of this Agreement is held by a Court or a tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portion of this Agreement will remain in full force and effect.
- **d. General.** You agree to waive any right you may have to: (i) a trial by jury; and (ii) commence or participate in any class action against InterPrice related to the Websites, the Content, User Content, InterPrice Content and/or this Agreement, and where applicable, you also agree to opt out of any class proceedings against InterPrice or its licensors.
- **e. Notices.** InterPrice may provide you with notices, including without limitation, those regarding changes to this Agreement, InterPrice's Privacy Policy, and other service-related announcements, by email or postings on the Websites.

f. Assignment. InterPrice may assign this Agreement to any successor of InterPrice. This Agreement cannot be assigned or transferred, in whole or in part, by you. This Agreement will ensure to the benefit of and be binding upon each of us and our respective heirs, administrators,

successors and permitted assigns.

g. Headings. All article or section headings are for reference and convenience only and shall not

be considered in the interpretation of this Agreement.

h. E-mail. The inclusion of any email addresses on the Websites is not consent to receiving

unsolicited commercial electronic messages or SPAM.

14. Termination

InterPrice reserves the right to suspend or terminate or take any other action or remedy that we deem reasonable, appropriate or necessary, in our sole discretion, with respect to your account immediately, without prior notice or liability, for any reason. If we terminate your account, your right to use the Websites will immediately cease. All provisions of this Agreement will survive termination, including without limitation, intellectual property ownership provisions, licenses, warranty disclaimers, indemnities, and

limitations of liability.

InterPrice Technologies, Inc. reserves the right to modify or terminate the Websites for any reason, without

notice, at any time.

Last Updated: June 2021