

IQ TECHNOLOGY TERMS OF SERVICES

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U-Select-It Corp., d/b/a Intelligent Dispensing Solutions and/or IDS, (hereinafter “USI” “we,” “our,” or “us”) provides the IQ Technology vending and dispensing products (“Products”), the website located at <https://iqtechportal.com/> and all associated sites linked to <https://iqtechportal.com/> (each a “Site”), services accessible through the Sites and any updates thereto (“Site Services”), and software that is embedded on the Products and any updates thereto (“Embedded Software”).

These Terms of Service (the “Terms”) govern your access to, and use of, the Products (excluding the Embedded Software, which is governed by a Separate End User License Agreement, which can be accessed [here](#)), Sites, and Site Services (collectively, the “Services”). The term “you,” as used in these Terms, means any person or entity who accesses or uses the Services and any person or entity who creates an Account (as defined in Section 2) and accepts these Terms, including Owners (as defined in Section 2) and Authorized Users (as defined in Section 2).

PLEASE READ AND REVIEW THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND USI. BY ACCEPTING THESE TERMS THROUGH A PRODUCT OR SITE, OR BY ACCESSING OR USING THE SERVICES, YOU ARE AFFIRMING THAT YOU HAVE READ, UNDERSTAND, AND UNCONDITIONALLY ACCEPT AND AGREE TO, AND THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO, THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT IN CONNECTION WITH THE ACCESS AND USE. IF YOU DO NOT AGREE WITH OR DO NOT HAVE THE RIGHT, AUTHORITY, OR CAPACITY TO ACCEPT AND AGREE TO ANY OF THE PROVISIONS OF THESE TERMS, YOU MAY NOT ACCESS OR USE, AND MUST IMMEDIATELY CEASE ACCESSING AND USING, THE SERVICES.

1. Relation to Other Agreements

Your purchase and/or lease of any Product is governed by the limited warranty provided with that Product (“Limited Warranty”) and may further be governed by separate terms and conditions of sale. The Embedded Software is licensed and governed by a separate End User License Agreement. Certain features of the Sites and Site Services may be subject to additional guidelines, terms, or rules, which will be posted on the Sites in connection with such features. All additional guidelines, terms, and rules, as well as the Privacy Policy

(“Privacy Policy”), which can be viewed at [here](#), apply to the use of the Services and are expressly incorporated into these Terms by reference herein.

2. Account

To use certain Services, you must register for a user account (“Account”) and provide certain information about yourself, as prompted by the applicable registration form. In doing so, you represent and warrant that you will provide true, accurate, current, and complete information and maintain and update such information so that it is true, accurate, current, and complete at all times.

The individual who creates an Account is the “Owner” of that Account. Owners may invite or enable individuals (“Authorized Users”) to access and use the Owner’s Account. Authorized Users are responsible for their own actions in connection with the Services, but the Owner also hereby agrees to be fully responsible for all actions taken by Authorized Users relating to the Services. If you are an Owner who invites or enables an Authorized User, you acknowledge and agree that said Authorized User may subsequently invite or enable other Authorized Users with the same access and ability to use your Account. As a result, if you are an Owner, you should only authorize those individuals whom you trust to access your Account.

You are solely and entirely responsible for safeguarding and maintaining the confidentiality of the username, password, and any other information used to access your Account and for all activities that occur under your Account, either with or without your knowledge. You agree to immediately notify USI of any suspected or actual unauthorized use of your Account, or any other breach of security. Additionally, you agree not to use any third party’s Account at any time except as authorized by the Owner thereof.

USI IS NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO YOUR FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS.

3. Ownership and Intellectual Property

A. USI Property

Unless otherwise noted, all materials that are part of the Services, including (i) images, text, names, slogans, logos, illustrations, designs, icons, photographs, products, processes, programs, technology, video clips, logos, artwork, computer code, and written and other materials (collectively, “Content”), (ii) the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content, (iii) the compilation of all Content (exclusive of content provided via links to third party websites), and (iv) all software used in the operation of the foregoing, are owned, controlled, or licensed by USI and are protected by copyright, patent, trademark, trade dress, and trade secret laws and/or other intellectual property rights and unfair competition laws.

You agree not to copy, reproduce, republish, capture, download, upload, host, archive, post, display, publish, stream, transmit, broadcast, distribute, transfer, assign, license, sell, resell, make derivative works of, modify, translate, decompile, disassemble, reverse compile, reverse engineer, or commercially exploit in any way or for any purposes the Services, or any portion of the Services (including the Content), except as explicitly authorized by these Terms or by USI.

Nothing in the Services, including access thereto or use thereof, shall be construed to confer any right, title, or interest in or to any intellectual property rights of USI or any third party, whether by estoppel, implication, or otherwise. USI and its licensors reserve all rights not expressly granted herein.

B. Feedback

You may choose to submit comments, suggestions, or ideas about the Services, including how to improve the Services (“Feedback”). You hereby agree that such submissions are voluntary, gratuitous, unsolicited, and without restriction, and will not place us under any fiduciary or other obligation. By providing such submissions to us, you hereby do and shall assign to us, at no charge, all worldwide right, title, and interest in and to the Feedback and any intellectual property rights associated therewith. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that we have no duties to you (including any duty to compensate you), with respect to such Feedback. You also agree that we do not waive any rights to use similar or related ideas previously known to us, developed by our employees or agents, or obtained from other sources.

C. User Submissions

You are solely responsible for all information and materials that you submit, send, upload, post, email, transmit, provide, contribute, or otherwise disseminate using, or in connection with, the Services, or that is provided or transmitted using your Account (collectively, “User Submissions”), and you represent and warrant that you have all rights necessary to do so, in the manner in which it is contributed. Except as otherwise provided in these Terms, you hereby do and shall grant to us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sub-licensable, and transferable right to access, copy, modify, reformat, excerpt, translate, publish, display, distribute, create derivative works of, or otherwise use your User Submissions (including all related intellectual property rights) solely in connection with providing the Services and any other purposes explicitly stated in these Terms or the Privacy Policy, or as directed by you. You also hereby do and shall grant to each user of the Services a non-exclusive license to access and use your User Submissions through the Services and as permitted through the functionality of the Services and under these Terms. For clarity, the foregoing license grant to us does not affect your ownership of or right to grant additional licenses to the material in your User Submissions, unless otherwise agreed in writing.

Notwithstanding the foregoing, you may revoke the license granted herein, and terminate rights held by USI at any time, for any User Submissions constituting personal information under, and pursuant to, the Privacy Policy.

All information publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom (or from whose Account) such content originated and USI will not be liable for any errors or omissions in any Content. USI cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. In addition, we cannot guarantee the authenticity of any data that users or merchants may provide about themselves. You acknowledge that all content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We cannot control and have no duty to take any action regarding how you may interpret

and use the content or what actions you may take as a result of having been exposed to the content, and you hereby release us from all liability for you having acquired or not acquired content through the Services.

4. Access and Use

A. License

Subject to these Terms, USI grants you a limited, non-transferable, non-sublicensable, non-exclusive right to access and use the Services by using the Sites in connection with, and solely for the purpose of, controlling and monitoring the Products you own or are authorized to control and monitor or otherwise accessing a service explicitly provided by USI for your use (the "Permitted Purpose") and accessing the Sites solely for the Permitted Purpose.

B. Automatic Software Updates

USI may, from time to time, develop patches, bug fixes, updates, upgrades, and other modifications to improve the performance of the Services ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to terminate your Account and stop using the Services. If you do not terminate a previously created Account, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services and you agree to install any Updates that USI provides promptly. Your continued use of the Services is your agreement (i) to these Terms with respect to the Services, (ii) to the End User License Agreement with respect to updated Embedded Software, and (iii) to any change or updates that USI may make to these Terms or the End User License Agreement over time.

C. Equipment

You are responsible for obtaining and maintaining any equipment and services needed in order to access and use the Services and for paying all related charges. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met. It is your responsibility to install and use the Products pursuant to the applicable manual and instructions and to test the Products once installed, and regularly thereafter, to be sure they are functioning and communicating as intended and designed.

D. Fees and Payment

You shall pay all applicable fees in connection with the Services selected by you in accordance with the agreement by which you acquire access to the Services and Products (hereinafter "Purchase Agreement and/or Services Agreement"). All payments for the use of the Services are 100% non-refundable once paid.

E. Certain Restrictions

In addition to the restrictions listed elsewhere in these Terms, the rights granted to you in these Terms are further subject to the following restrictions. You specifically agree not to:

- (i) infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party, or otherwise violate any local, state, national, or international law, statute, ordinance, or regulation;
- (ii) access the Services in order to build a similar or competitive service or product;
- (iii) contribute any User Submission or otherwise use the Services in a manner that is harmful, fraudulent, deceptive, threatening, abusive, harassing, hateful, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable;
- (iv) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- (v) jeopardize the security of your Account or anyone else's Account, including any attempt, in any manner, to obtain or access the username, password, or any other Account information from any other user or third party;
- (vi) upload, transmit, or distribute any adware, malware, spyware, viruses, worms, or any harmful software, code, file, or program intended to damage or alter a computer, communications network, data, the Services, the Embedded Software, or any other system, device, or property;
- (vii) interfere with, denigrate, disrupt, or attempt to gain unauthorized access to the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks;
- (viii) attempt to probe, scan, or test the vulnerability of a system or network or to breach security without authorization;
- (ix) run any processes that interfere with or disrupts, or otherwise attempt to interfere with or disrupt, the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure or crashing the Site);
- (x) transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;

- (xi) access or attempt to access any of the Services by means other than through the interface that is provided by USI;
- (xii) alter or modify any content or component of the Products or Services without express authorization; and
- (xiii) remove, obscure, or alter any proprietary rights notices (including copyrights and trademark notices) that may be contained in, or displayed in connection with, the Services.

F. Open Source

Should the Services or Embedded Software include any software components that are subject to an open-source copyright license agreement (“Open-Source Components”), your use of such Open-Source Components will be governed by, and subject to, the terms and conditions of the related open-source and public licenses. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end-user license agreement for such Open-Source Components.

G. Eligibility

You may access and use the Services only if you have the legal capacity to form a binding contract with USI, you accept these Terms through a Site or Product or by accessing or using the Services, and only if you are in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

Only individuals aged eighteen (18) and older are permitted to act as Owners of USI Accounts. If you are an Authorized User, you represent and warrant that you are over the age of thirteen (13) (or equivalent minimum age in the jurisdiction where you reside). Any use or access to the Services by individuals under the age of thirteen (13) (or the equivalent minimum age in the jurisdiction where you reside) is strictly prohibited and is a violation of these Terms.

The Services are not available to any users previously prohibited from using the Services by USI.

H. Access

We do not represent or warrant that the Services, or any part thereof, are appropriate or available for use in any particular jurisdiction or that we are soliciting business in any such jurisdiction. You access the Services on your own initiative and at your own risk, and are responsible for complying with all applicable laws, rules, and regulations.

We may limit the availability of the Services, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion.

USI reserves the right, in its sole discretion, to terminate your access to all or part of the Services at any time, for any reason, with or without notice. YOU AGREE THAT USI SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR REMOVING

ANY CONTENT OR TERMINATING YOUR OR ANY OTHER PERSON'S ACCESS TO THE SERVICES (OR ANY PORTION THEREOF). If Your Services Agreement is on a periodic basis (such as monthly or annual), USI MAY, AT ANY TIME, SUSPEND OR TERMINATE YOUR RIGHTS TO ACCESS OR USE THE SERVICES OR TERMINATE THESE TERMS WITH RESPECT TO YOU IF USI, IN GOOD FAITH, BELIEVES THAT YOU HAVE USED THE SERVICES IN VIOLATION OF THESE TERMS, INCLUDING ANY INCORPORATED GUIDELINES, TERMS, OR RULES

I. Term and Termination

These Terms will remain in full force and effect as long as you continue to access or use the Services, or until terminated in accordance with the provisions of these Terms. If you transfer a Product to a new owner, your right to use the Site Services with respect to that Product automatically terminates and the new owner will have no right to use the Product or Site Services under your Account and will need to register for a separate Account with USI and accept these Terms.

Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

5. Agreed Usage and Limitations of Services

A. Intended Use of Services

The Site and Site Services are intended to be accessed and used for non-time-critical information and control of the Products, except as otherwise explicitly provided in your Purchase Agreement and/or Services Agreement. While we aim for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond USI's control, including Wi-Fi intermittency and service provider uptime. You acknowledge these limitations and agree that USI is not responsible for any damages allegedly caused by the failure or delay of the Services.

B. Reliability of Services

You acknowledge that the Services are not error-free or 100% reliable and available. Proper functioning of the Services relies and is dependent on, among other things, the transmission of data through your Wi-Fi network and broadband internet access, for which USI is not responsible, and may, without notice, be interrupted, delayed, suspended, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of service and access, environmental conditions, interference, security concerns, non-payment of applicable fees and charges, unavailability of radio frequency channels, system capacity, systems failure, maintenance, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency (collectively, "Service Interruptions"). You understand that Service Interruptions may result in the Services being unreliable or unavailable for the duration of the Service Interruption and agree that you will not be entitled to any refund or rebate for such period. USI does not offer any specific uptime guarantee for the Services.

6. Warranty Disclaimers

THE WARRANTIES FOR THE PRODUCT AND EMBEDDED SOFTWARE ARE SET FORTH IN THE RESPECTIVE TERMS OF SERVICE AND END USER LICENSE AGREEMENT.

THE SITE AND SITE SERVICES, INCLUDING ALL RELATED CONTENT, ARE PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, USI EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, CONCERNING THE SITE, SITE SERVICES, AND ALL RELATED CONTENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT.

USI MAKES NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE OR SITE SERVICES, OR ANY RELATED CONTENT, WILL MEET YOUR REQUIREMENTS, WILL BE COMPATIBLE WITH YOUR HOME NETWORK OR COMPUTER, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR ON BEHALF OF USI OR THROUGH THE SITE OR SITE SERVICES, SHALL CREATE ANY WARRANTY.

THE SITE SERVICES PROVIDE YOU WITH INFORMATION REGARDING YOUR PRODUCTS ("PRODUCT INFORMATION"). WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE." USI DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE. IN CASES WHERE IT IS CRITICAL, ACCESSING PRODUCT INFORMATION THROUGH THE SITE SERVICES IS NOT A SUBSTITUTE FOR DIRECT ACCESS OF THE INFORMATION FROM THE PRODUCTS THEMSELVES.

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND SITE SERVICES, INCLUDING ANY RELATED CONTENT, IS AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. USI SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION, OR SOFTWARE.

WITHOUT LIMITATION TO THE FOREGOING, USI DOES NOT PROVIDE, AND UNDER NO CIRCUMSTANCES SHALL BE RESPONSIBLE OR LIABLE FOR, ANY INVENTORY STORED IN THE PRODUCTS. USI PROVIDES NO WARRANTY AND MAKES NO REPRESENTATION OF ANY KIND WITH RESPECT TO ANY SUCH THIRD PARTY SUPPLIES, INCLUDING ANY DIRECT OR INDIRECT CONSEQUENCES OF ANY FAILURE TO USE OR ADMINISTER ANY SUPPLIES STORED IN THE PRODUCTS, WHETHER OR NOT RELATED TO ANY MALFUNCTION OF THE PRODUCTS OR SITE SERVICES. YOU ARE RESPONSIBLE FOR THE SAFE STORAGE LOCATION OF USI'S PRODUCT AT YOUR FACILITY TO MAINTAIN THE SAFETY OF ANY SENSITIVE INVENTORY.

IT IS EXPRESSLY UNDERSTOOD THAT YOU SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS CONCERNING THE ACQUISITION, STORAGE, DISTRIBUTION, CONTROL, AND

RECORDKEEPING OF ANY SUPPLIES THAT YOU ELECT TO STORE IN THE PRODUCTS AND FOR PROPER USE OF THE PRODUCTS IN ACCORDANCE WITH ANY APPLICABLE INSTRUCTIONS.

7. Limitation of Liability

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ONLY THEN TO THAT EXTENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL USI OR ITS EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, EVEN IF USI OR ITS EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS PROHIBITED BY LAW, IF, NOTWITHSTANDING THE FOREGOING, THERE IS LIABILITY FOUND ON THE PART OF USI, IT SHALL BE LIMITED TO AN AMOUNT NEVER TO EXCEED TWO (2) TIMES THE FEES ACTUALLY PAID BY YOU TO USI OR USI'S AUTHORIZED RESELLER FOR THE SITE SERVICES OR THE PRODUCT AT ISSUE IN THE PRIOR TWELVE (12) MONTHS (IF ANY).

UNDER NO CIRCUMSTANCES WILL USI BE LIABLE IN ANY WAY FOR ANY FEEDBACK OR USER SUBMISSIONS, INCLUDING ANY ERRORS OR OMISSIONS IN ANY FEEDBACK OR USER SUBMISSIONS OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF, OR EXPOSURE TO, ANY FEEDBACK OR USER SUBMISSIONS POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA OR RELATING TO THE SERVICES.

YOU UNDERSTAND AND AGREE THAT THIS LIMITATION OF LIABILITY IN THIS SECTION 7 SHALL APPLY EVEN IF USI IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED OR LIMITED WARRANTY, NEGLIGENCE OF ANY KIND OR DEGREE, STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY. HOWEVER, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL, OR RECKLESS MISCONDUCT OF USI OR GROSS NEGLIGENCE OF USI IN THOSE STATES THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE.

8. Indemnity for Third Party Actions

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE, AND HOLD USI AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS (COLLECTIVELY, THE "USI PARTIES") HARMLESS FROM AND AGAINST (A) ALL CLAIMS, ACTIONS, LAWSUITS, AND ANY OTHER LEGAL ACTIONS BROUGHT BY ANY THIRD PARTY AGAINST ANY OF THE USI PARTIES ARISING FROM OR RELATING TO (i) YOUR USE AND EACH AUTHORIZED USER'S USE OF THE SERVICES; (ii) YOUR OR YOUR AUTHORIZED USERS' VIOLATION OF

THESE TERMS; (iii) ANY USER SUBMISSIONS OR FEEDBACK YOU PROVIDE; OR (iv) YOUR OR YOUR AUTHORIZED USERS' VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY (COLLECTIVELY, "THIRD PARTY ACTIONS"); AND (B) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS, AND JUDGEMENTS (INCLUDING PAYMENT OF THE USI PARTIES' ATTORNEYS' FEES AND COSTS) INCURRED BY ANY OF THE USI PARTIES, ASSESSED, OR FOUND AGAINST ANY OF THE USI PARTIES, OR MADE BY ANY OF THE USI PARTIES, RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION ("THIRD PARTY RELATED LOSSES"). YOU UNDERSTAND AND AGREE THAT YOUR INDEMNIFICATION OBLIGATION TO THE USI PARTIES APPLIES EVEN IF SUCH THIRD PARTY ACTION AND THIRD PARTY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE, BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NON-COMPLIANCE WITH APPLICABLE LAW, OR OTHER FAULT OR WRONGDOING OF ANY OF THE USI PARTIES. HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW. FURTHER, YOUR INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL, OR RECKLESS MISCONDUCT OF THE USI PARTIES, OR GROSS NEGLIGENCE OF THE USI PARTIES IN THOSE STATES THAT DO NOT PERMIT INDEMNIFICATION FOR GROSS NEGLIGENCE.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the USI Parties, and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

9. Waiver of Subrogation

You should protect against any risk of loss with the appropriate insurance coverage, and you are responsible for obtaining all insurance coverage you believe is necessary. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE APPLICABLE POLICY OR POLICIES OF INSURANCE YOU OBTAIN AND MAINTAIN, YOU RELEASE USI AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS FROM ALL LIABILITY FOR ANY LOSS, OCCURRENCE, EVENT, OR CONDITION COVERED BY YOUR INSURANCE.

10. Security

Although we cannot make an absolute guarantee of system security, we take reasonable steps to maintain security. If you have reason to believe system security has been breached, contact us by email at support@iqtechportal.com or by phone at 515-271-8510.

You are prohibited from violating or attempting to violate the security of the Services, including by any means identified in Section 4(E) above. Violations of system or network security could result in civil and/or criminal action against you. We will investigate occurrences that may involve such violations and may involve and cooperate with local and federal law enforcement in prosecuting such violations.

11. Governing Law

The Site is hosted in the United States of America. All matters relating to the Services are governed exclusively by the laws of the State of Iowa in the United States of America and not the jurisdiction in which you are located.

By accessing or using the Services, you expressly agree that your rights and obligations shall be governed by and interpreted in accordance with the laws of the State of Iowa, excluding its choice of law rules. Any controversy, claim, or dispute arising out of or relating in any way to these Terms or your access to or use of the Services, including alleged violations of state or federal statutory or common law rights or duties, (each a "Dispute") shall, except as specifically provided for in these Terms or otherwise agreed to in writing by the parties, be solely and exclusively resolved according to the procedures set forth in Section 12 below. To the fullest extent permitted by applicable law, you agree to submit to the exclusive jurisdiction of the state and federal courts in or for Polk County, Iowa for the purpose of litigating all Disputes not required to be arbitrated as set forth in Section 12 below.

12. Disputes

Both you and USI (referred to collectively in only this Section 12 as "we") agree that we are committed to avoiding adversarial proceedings of any kind and to seeking instead a system for collaboration that will best serve the needs of all. Accordingly, if we find ourselves in disagreement, we each commit to dedicate our efforts towards bringing ourselves back into agreement as quickly as possible by talking together honestly, openly, in good faith, and with a commitment to a sense of fairness for all involved.

Most user concerns can be resolved quickly and to the user's satisfaction by emailing USI customer service at support@iqtechportal.com or contacting our customer support by phone at 515-271-8510. In the unlikely event that the USI customer service department is unable to resolve a complaint you may have (or if USI has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree that such disputes shall be solely and exclusively resolved according to the procedures set forth in this Section 12, which shall survive any termination under these Terms.

The provisions of this Section 12 may be enforced by any court of competent jurisdiction, and THE PARTY SEEKING ENFORCEMENT SHALL NOT BE ENTITLED TO AN AWARD OF ALL COSTS, FEES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXCEPT THAT ANY ACTION IN THE INSTANCE USI MUST TAKE ACTION TO ENFORCE THESE TERMS OF SERVICE, THEN USI SHALL BE ENTITLED TO AN AWARD OF ALL COSTS, FEES, AND EXPENSES, INCLUDING ITS REASONABLE ATTORNEYS' FEES. Any controversy, claim, or dispute arising out of or relating in any way to our products and/or services shall be governed by and interpreted in accordance with the laws of the State of Iowa, excluding its choice of law rules. To the fullest extent permitted by applicable law, you agree to submit to the exclusive jurisdiction of the state and federal courts in or for Polk County, Iowa for the purpose of litigating all Disputes not required to be arbitrated as set forth below.

A. Agreement to Arbitrate

If we find that we are unable to reach resolution between ourselves by informal discussion, we agree to arbitrate any Dispute. This agreement to arbitrate is intended to be broadly interpreted. PLEASE READ THIS SECTION CAREFULLY, AS ARBITRATION IS MANDATORY, NOT PERMISSIVE. FOLLOW THE

INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE, LAW, YOU UNDERSTAND AND AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND WAIVING THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

This arbitration agreement does not preclude either of us from bringing an individualized action in small claims court. It also does not preclude either of us from seeking an individualized preliminary injunction or temporary restraining order, pending arbitration, in the state and federal courts in or for Polk County, Iowa. Nor does this arbitration agreement bar you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

B. Arbitration Notice

A party who intends to seek arbitration must first send to the other, by e-mail, a written Notice of Dispute (“Notice”). The Notice to USI should be sent to corporate.counsel@wittern.com. USI will send the Notice to you at the email and/or mailing addresses associated with your Account. Any Notice must describe the nature and basis of the Dispute and set forth the specific relief sought (“Demand”). If we do not reach an agreement to resolve the Dispute within sixty (60) calendar days after the Notice is received, either party may commence an arbitration proceeding.

C. Arbitration Rules

Any arbitration shall be administered by the American Arbitration Association (the “AAA”) under its the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) as then in effect and as modified by the Terms, which Arbitration Rules are deemed to be incorporated by reference in this Section 12. The Arbitration Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. If the AAA is unavailable, the parties shall agree to another arbitration provider or the court shall appoint a substitute.

The arbitration shall be conducted by three (3) arbitrators (the “Tribunal”). Each party shall each have the right to appoint one (1) arbitrator and the third arbitrator (who shall serve as the chairman of the Tribunal) shall be appointed by the two party-appointed arbitrators within twenty (20) days after the date of the appointment of the last arbitrator appointed by or on behalf of the parties. Unless we agree otherwise in writing, the seat of the arbitration, and the place of all meetings and hearings in the arbitration, shall be in Des Moines, Iowa, U.S.A. The arbitration shall be conducted in English and all evidence submitted shall be submitted in English.

Nothing in these Terms or the Arbitration Rules shall limit the rights of either party to engage in reasonable discovery including in the form of written discovery and depositions, whether fact or expert, in order to obtain information necessary to

prosecute or defend the Dispute. The Tribunal shall have the right to order reasonable discovery in connection with any Dispute.

During the arbitration, the amount of any settlement offer made by either party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which the party is entitled.

The Tribunal is bound by the Terms. All issues are for the Tribunal to decide, including issues relating to the scope, enforceability, and arbitrability of the arbitration provision.

Arbitration can decide only the individual Dispute and the Tribunal may not consolidate or join the claims of other persons or parties who may be similarly situated. No Disputes may be arbitrated on a class or representative basis. BY ENTERING INTO THE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE TERMS MUST BE ASSERTED INDIVIDUALLY. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision contained in these Terms shall be null and void.

In the event of any conflict between the Arbitration Rules and the provisions of this Section 12, the provisions of this Section 12 shall govern and control.

D. Cooperation

We agree to facilitate the arbitration by (i) cooperating in good faith to expedite (to the maximum extent practicable) the conduct of the arbitration, (ii) making available to one another and to the Tribunal for inspection and extraction all documents, books, records, and personnel under their control or under the control of a person controlling or controlled by such party if determined by the Tribunal to be relevant to the Dispute, (iii) conducting arbitration hearings to the greater extent possible on successive business days, and (iv) using reasonable efforts to observe the time periods established by the Rules or by the Tribunal for the submission of evidence and briefs.

E. Fees, Costs, and Expenses

The costs and expenses of the arbitration, including the fees of the Tribunal, shall be borne equally by each party to the Dispute, and each party shall pay its own fees, costs, and expenses; provided that, subject to the limitation provided in Section 7 above, the Tribunal shall have the right to allocate the costs and expenses between each party as the Tribunal deems equitable.

F. Tribunal Decision

The Tribunal shall provide a comprehensive written decision with detailed findings of fact and conclusions of law. The Tribunal shall decide any such Dispute strictly in accordance with the governing law specified in Section 11 above. The Tribunal shall not have the authority to award damages against either party in excess of the limitations of liability set forth in Section 7.

A decision, award, or other action shall be considered the valid action of the Tribunal if supported by the affirmative vote of a majority of the arbitrators. The arbitration decision, award, or other action shall be final, conclusive, and binding on the parties and may be entered in, and enforced by, any court having competent jurisdiction. The parties expressly agree to waive the applicability of any laws and regulations that would otherwise give the right to appeal the decisions of the Tribunal so that there shall be no appeal to any court of law for the award of the Tribunal, and a party shall not challenge or resist the enforcement action taken by any other party in whose favor an award of the Tribunal was given.

G. 30-Day Opt-Out Provision

If you do not wish to be bound by the arbitration and class-action waiver provisions in this Section 12, you must notify USI in writing within thirty (30) days of the date that you first accept these Terms (unless a longer period is required by applicable law). Your written notification must be e-mailed to USI at the following address: corporate.counsel@wittern.com. Such notification must include your name, your Account email address, your mailing address, and a statement that you do not wish to resolve disputes with USI through arbitration. This notification affects these Terms only; if you previously entered into other arbitration agreements with USI or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms shall not affect the other arbitration agreements between you and USI. Subject to Section 12(H) below, if you do not notify USI in accordance with this Section 12(G), you agree to be bound by the arbitration and group litigation waiver provisions of these Terms, including such provisions in any Terms revised after the date of your first acceptance.

H. Future Changes to Arbitration Provision

If USI makes any changes to this Section 12 of these Terms (other than a change to the address at which USI will receive Notices, opt-out notifications, or rejections of future changes to Section 12), you may reject any such change by sending us written notice within thirty (30) days of the change to corporate.counsel@wittern.com. It is not necessary to send us a rejection of a future change to this Section 12 if you had properly opted out of the arbitration and group litigation waiver provisions in this Section 12 within the first thirty (30) days after you first accepted these Terms. If you have not properly opted out of the arbitration and group litigation waiver provisions in this Section 12, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject.

13. Exclusions and Limitations

These Terms give you specific legal rights. In addition, you may also have other legal rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, mandatory and binding arbitration, limitations of liability, indemnification, waiver of jury trial, and waiver of class action under these Terms will not apply to the extent prohibited by applicable law. Additionally, some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent USI may not, as a matter of applicable law, disclaim any implied warranty or limit its

liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

14. Digital Millennium Copyright Act

USI has adopted a policy that provides for the immediate removal of any Content or User Submission that has infringed, or any user who is found to have infringed, on the rights of USI or of a third party or that violates intellectual property rights generally. This policy is to act expeditiously upon receipt of proper notification of claimed intellectual property infringement to investigate and remove or disable access to the allegedly infringing material.

A. Copyright Infringement Notice

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want USI to delete, edit, or disable the material in question, you must provide us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple, a representative list of such works; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and email address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above written information must be sent to our registered Copyright Agent:

McKee, Voorhees & Sease, PLC
Attn: Mark Hansing
801 Grand Avenue, Suite 3200
Des Moines, IA 50309

By submitting such written information, you acknowledge and agree that USI may disclose the information and any related communications to any users who posted the material identified in such notice or to other third parties.

B. Counter-Notice

If you believe that the material that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material, you may send a written counter-notice containing the following information to the aforementioned Copyright Agent: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled; (iii) a statement that you have a good faith belief that the material was

removed or disabled as a result of mistake or a misidentification of the material; and (iv) your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the state and federal courts in Polk County, Iowa, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

By submitting a counter-notice, you acknowledge and agree that USI may disclose such information and any related communications to the person who submitted the original notice or to other third parties.

15. Miscellaneous

A. Removal

We reserve the right, at our sole discretion, to remove any Content or User Submissions from the Services at any time, for any reason (including upon receipt of claims or allegations from third parties or authorities relating to such Content or User Submissions), or for no reason at all.

B. Modifications

We reserve the right, at our sole discretion, to change and modify these Terms at any time and without prior notice. All changes to the Terms will be effective when posted. When we make changes to the Terms, we will change the “Last Updated” date above. It is your responsibility to review the Terms periodically to ensure that you are aware of any changes. YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE POSTING OF CHANGES SIGNIFIES YOUR ACKNOWLEDGMENT OF SUCH CHANGES AND CONTINUED ASSENT TO THE TERMS, AS UPDATED OR AMENDED AT THAT TIME. IF AT ANY TIME YOU FIND THE TERMS UNACCEPTABLE OR IF YOU DO NOT AGREE TO ANY CHANGES MADE TO THE TERMS, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES.

C. Section Headings

The headings used herein are for convenience only and have no legal effect.

D. Including

In these Terms, the word “including” means “including, but not limited to.”

E. Relationship of the Parties

Nothing herein is intended or shall be construed to create any association, partnership, employment, joint venture, or agency relationship between the parties. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

F. Severability and Enforcement

The failure of USI to exercise or enforce any right or provision in the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is held invalid or unenforceable, that provision will be modified to the extent necessary to render it enforceable without losing its intent. If no such modification is possible, that provision will be severed from the rest of this agreement and will not impair the validity, legality, or enforceability of the remaining provisions.

G. Assignment

These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without USI's prior written consent. These Terms may be assigned by USI without restriction. These Terms are binding upon any permitted assignee.

H. Entire Agreement

These Terms, together with the agreements specifically referenced herein, sets forth the entire understanding of the parties with regard to use of the Services and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter hereof.

I. Survivability

The obligations in Sections 1, 2, 3, 4(d), 4(e), 4(h), 4(i), 5, 6, 7, 8, 9, 10, 11, 12, 13, and 15 will survive any expiration or termination of these Terms.

J. Questions

If you have any questions or comments regarding the Terms, please contact us by sending us an email at support@iqtechportal.com or calling us at 515-271-8510. Note that any such correspondence may be retained by us to improve our Services, and for other disclosed purposes.