

## **End User License Agreement**

**IMPORTANT-PLEASE READ THE FOLLOWING TERMS OF SERVICES ("TOS") CAREFULLY BEFORE USING THE SERVICES. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE.**

**THE "SERVICES" MEANS INTELLECT FABRIC, INCLUDING ALL OF THE ELECTRONIC FILES, DOCUMENTATION, AND SOFTWARE PROVIDED THEREIN, EXCEPT AS EXPRESSLY STATED HEREIN. BY USING THE SERVICES, OR BY CLICKING ON "I ACCEPT" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS.**

### **ACCEPTANCE OF TERMS**

The following Agreement is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with Intellect Design Arena Inc., also known as "Intellect", and our subsidiaries and affiliates, in association with the use of **Intellect FABRIC Services** (the "Site"), which includes **SaaS & API services of Intellect FABRIC** and all paths and subdomains under that domain, and its Services, which shall be defined below.

### **DESCRIPTION OF WEBSITE SERVICES OFFERED**

The Site consists of various online Services that provide data and activities for informational or educational purposes. Intellect may, in its sole discretion and at any time update, change, suspend, make improvements to or discontinue any aspect of the Services, temporarily or permanently.

Any and all visitors to our site, despite whether they are registered or not, shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS. Once an individual registers for our Services, through the process of creating an account, the user shall then be considered a "member."

The user and/or member acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of Intellect. At its discretion, Intellect may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Intellect does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user and/or member, acknowledge, accept and agree that Intellect shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user and/or member understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such Intellect shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

## **REGISTRATION**

To register and become a "member" of the Site or any of its Services, you must be at least 18 years of age to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving Intellect's Services under the laws and statutes of the United States or other applicable jurisdiction.

When you register, Intellect may collect information such as your name, e-mail address, birth date, gender, mailing address, occupation, industry and personal interests. You can edit your account information at any time. Once you register with Intellect and sign in to our Services, you are no longer anonymous to us.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and
- b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, Intellect will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of Intellect's Services, or any portion thereof.

It is Intellect's priority to ensure the safety and privacy of all its visitors, users and members, especially that of children. Therefore, it is for this reason that the parents of any child under the age of 13 that permit their child or children access to the Intellect website platform Services must create a "family" account, which will certify that the individual creating the "family" account is of 18 years of age and as such, the parent or legal guardian of any child or children registered under the "family" account. As the creator of the "family" account, s/he is thereby granting permission for his/her child or children to access the various Services provided, including, but not limited to, message boards, email, and/or instant messaging. It is the parent's and/or legal guardian's responsibility to determine whether any of the Services and/or content provided are age-appropriate for his/her child.

## **TERMS OF SERVICES**

Upon purchase of Intellect Services, you agree to be legally bound by the TOS set forth herein and the terms and pricing posted at the time of purchase.

Unless otherwise indicated in writing by Intellect, you agree to be responsible for all site preparation, including utility connections and procurement of necessary equipment or peripheral devices, and for installation and use of the Products.

Unless otherwise indicated, subscriptions will be automatically renewed until canceled. To cancel your subscription, you may do so by following the instructions available through the Intellect Services and/or by submitting a written request to Intellect.

## **GRANT OF RIGHTS OF PRODUCTS AND SUBSCRIPTIONS**

If Intellect Services are obtained pursuant to the terms and pricing posted at the time of purchase, Intellect grants you and your staff (collectively, the "Users"), for the TOS indicated in the terms and pricing posted at the time of purchase, a limited, non-exclusive, non-sub licensable, and revocable license / right

to use the Services, including any documentation and files accompanying the Services. Licensee shall not resell, lease, sell, modify, reverse engineer, assemble, disassemble or decompile, or create derivative works of the Product. All rights not expressly granted herein are reserved to Intellect. Service may include download areas and product information provided by Intellect or third-party vendors. All Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these Terms of Purchase and Use. All rights not expressly granted to you and your Users pursuant to the Intellect TOS are reserved to Intellect, and all uses of the Service not expressly permitted hereunder are prohibited.

This grant of rights shall expire when Intellect disables access or as agreed between parties.

## PROHIBITED USES

You agree, for yourself and all your Users, as a condition of use of the Intellect Services, not to use the Intellect Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You shall only use the Services only for its internal business purposes. You shall not:

- a) use the Services for the benefit of any third party, in an outsourcing or timesharing arrangement, or in the operation of a service bureau;
- b) sell, lease, sublicense, distribute, encumber or otherwise transfer to any person, firm, or entity;
- c) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Services, or any associated applications, tools or data thereof;
- d) disassemble, decompile, or reverse engineer the software used to provide the Intellect Services, or use a robot, spider, or any similar device to copy or catalog any materials or information made available through the Intellect Services
- e) use the Intellect Service in any manner that could damage, disable, overburden, or impair any Intellect or subscriber server, or the network(s) connected to any Intellect or subscriber server, or interfere with any other party's use and enjoyment of any of the Intellect Services;
- f) engage in any activity that, in Intellect's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, Intellect's business, operations, reputation, goodwill, Subscribers and/or Subscriber relations, or the ability of Intellect's Subscribers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms;
- g) attempt to gain unauthorized access to any part of the Intellect Services, other accounts, computer systems or networks connected to any Intellect or subscriber server or to any part of the Intellect Services, through hacking, password mining or any other means;
- h) not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Intellect Services; or
- i) Except as expressly set forth in the TOS, you and your Users may not take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Intellect' control or security systems, or allow or assist a third party to do so.

## SUSPENSION OF SERVICE

Intellect may at any time suspend (or require that you suspend) the access of Users to the Intellect Services and/or disable their Login Information in the event of violation of these terms and conditions. Grounds for doing are not limited but may include, for example, legal or regulatory reasons, investigation of suspicious activities, or action by authorities, or if Intellect or you have reason to suspect any such User is engaged in activities that may violate these Terms of Services, applicable laws, or subscriber

policies, or are otherwise deemed harmful to Intellect, your organization, your and our respective network or facilities, or other Users. Intellect shall not be liable to any User for suspension of Intellect, regardless of the grounds.

## SUBSCRIPTION PRICING TERMS AND RENEWALS

Upon purchase, you agree to the terms and pricing posted at the time of purchase and the terms found in TOS. You agree to have your payment method charged on the days of the month indicated in the terms and pricing posted at the time of purchase. If not otherwise indicated in the terms and pricing posted at the time of purchase, your payment method will be charged immediately when the first billing cycle begins and will renew automatically until you cancel your subscription. If not otherwise indicated, your payment method will be charged for renewals at the beginning of each new billing cycle, on the first day or a day before the first day of each new billing cycle.

## PAYMENT METHODS

A payment method represents transactable payment information such as credit card details or a customer's authorization to charge a PayPal or Venmo account. (PayPal is a registered trademark of PayPal, Inc. and Venmo is a service of PayPal, Inc.) Payment methods are securely stored in the Payment Processor servers. Intellect reserves the right to select and use the Payment Processor of its choice, provided that the Payment Processor is PCI compliant and follows all applicable laws where the Payment Processor is located.

Upon storing your payment method at the Payment Processor through Services, you agree to be legally bound by these TOS and grant Intellect the right to charge any and all your stored payment methods for your purchase until the total unpaid balance has been paid.

Furthermore, you agree to Intellect and its affiliates shall not be liable for loss, injury or damage of any kind to any person or entity resulting from any breach or compromise of the payment method.

## PAYMENTS

You agree to pay at the time indicated in the terms and pricing posted at the time of purchase all payments due from you thereunder. If not otherwise indicated in the terms and pricing posted at the time of purchase, all payments are due at the beginning of the billing cycle.

You agree to accept responsibility for paying and reporting (a) all federal, provincial, state and local taxes, however designated, levied or based on account of the purchase price of the Services or on account of your acquisition or ownership or use of the Services (exclusive only of taxes based on net income derived by Intellect), and (b) all foreign taxes, export or import tariffs, and custom duties, however designated, levied or based in connection with the sale conducted hereby, the purchase price of the Services. You agree to hold Intellect harmless from all claims and liability arising in connection with Purchaser's failure to report or pay such taxes.

You agree that if a payment method fails, Intellect reserves the right to retry and charge the payment method and/or any and all stored payment methods not yet removed until the total unpaid balance is paid.

You agree that Intellect and its assigns shall have a security interest in the Services until you have paid in full the total purchase price of those Products shown in the terms and pricing posted at the time of purchase. You agree that this agreement shall be a security agreement as defined by the Uniform

Commercial Code in effect in the jurisdiction in which the Intellect is located and Intellect is authorized to execute and file financing statement or other recordings in order to document the security interest.

In the event that you default in any of the terms and conditions of the Intellect TOS and pricing posted at the time of purchase, or a petition for bankruptcy is filed by or against you, then, to the extent permitted by applicable law, Intellect shall have the right to exercise one or more of the following remedies: (a) To declare the entire amount of the unpaid total purchase price due and payable plus all service fees that would otherwise come due for the remainder of the TOS, together with interest thereon at the then highest allowable legal rate per annum; (b) To charge the entire amount of the unpaid total including fees and interest declared above to any and all stored payment methods not yet removed until the total unpaid balance is paid; (c) Without demand or legal process, you authorize Intellect's agents to enter into the premises where the Products may be found and take possession and remove the same and you specifically waive any claim or right of action for trespass or damages in connection with Intellect's exercise of such right. Intellect shall have the right to sell, lease or retain the Services in complete or partial satisfaction of any outstanding claim and to retain all prior payments in respect of the purchase price or Services and previously accrued service fees. Notwithstanding the taking of possession by Intellect of the Services, you shall remain liable for the total purchase price for the Services and all service fees that would otherwise come due for the remainder of the TOS; and/or (d) To terminate this Agreement as to any or all of the terms and pricing posted at the time of purchase. All remedies of Intellect hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy. No failure on the part of Intellect to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Intellect of any right or remedy hereunder preclude any other or further exercise of any partially exercised right or remedy.

#### CHANGES TO TERMS OF SERVICE

Intellect reserves the right to upgrade, modify, replace or reconfigure the Intellect Services at any time, provided that you will be provided at least thirty (30) days' advance notice for changes that materially and adversely affect any use of the Intellect Services. Intellect may also change the fee schedule, support terms, and service level agreements for the Intellect Services subject to at least thirty (30) days' advance notice, except that the change will not apply for the remainder of the TOS to the amount and type of Intellect Services you have contracted for under existing term. Any such notice may be given and shall be effective if posted by Intellect on Intellect's website or if provided in an email sent to your account representative, or if included in any amendment, extension or new version of this Agreement or any terms and pricing posted at the time of purchase or renewal.

Every member's registration data and various other personal information are strictly protected by the Intellect Privacy Policy (see the full Privacy Policy at <https://www.intellectdesign.com/online-privacy.asp>). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States and/or other countries for storage, processing, or use by Intellect and/or our subsidiaries and affiliates.

#### MEMBER ACCOUNT, USERNAME, PASSWORD AND SECURITY

When you set up an account, you are the sole authorized user of your account. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of the TOS. It shall be your

responsibility to notify Intellect immediately if you notice any unauthorized access or use of your account or password or any other breach of security. Intellect shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.

## CONDUCT

As a user or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the Intellect Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by Intellect.

Furthermore, you herein agree not to make use of Intellect's Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b) causing harm to minors in any manner whatsoever;
- c) impersonating any individual or entity, including, but not limited to, any Intellect officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- d) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- e) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- f) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;
- j) interfering with or disrupting any Intellect's Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
- k) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange,

that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;

- l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Immigration Nationality Act;
- m) "stalking" or with the intent to otherwise harass another individual; and/or
- n) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Intellect herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or members.

Intellect herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- a) compliance with any legal process;
- b) enforcement of the TOS;
- c) responding to any claim that therein contained content is in violation of the rights of any third party;
- d) responding to requests for customer service; or
- e) protecting the rights, property or the personal safety of Intellect, its visitors, users and members, including the general public.

Intellect herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Intellect or any other content providers supplying content services to Intellect. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

#### CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations ([http://www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you state and pledge that you:

- a) are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;

- b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;
- c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
- d) agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

#### ACTIVITY DATA GENERATED FROM USE OF COMPANY SERVICES

While using the site, data is generated from the activity, behavior, and/or input of the user and/or member (collectively, the "Activity Data"). By using the site, you agree that this data shall be exclusively owned by Intellect, and you shall not have any right to use such Activity Data except as expressly authorized by these TOS. As between you and Intellect, all data and information generated from your access and use of the Service, including but not limited to tests, searches, and translated content generated by you, shall be exclusively owned by Intellect, and you shall not have any right to use such Activity Data except as expressly authorized by these TOS. By using the Service, you hereby assign to Intellect any and all rights, title and interest, including any intellectual property rights or proprietary rights, in the Activity Data. All rights of Intellect or its licensors that are not expressly granted in these TOS are reserved to Intellect and its licensors.

#### CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

Intellect shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for Intellect the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

- a) The content submitted or made available for inclusion on the publicly accessible areas of Intellect's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Intellect's sites, and shall terminate at such time when you elect to discontinue your membership.
- b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of Intellect's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Intellect's sites and shall terminate at such time when you elect to discontinue your membership.
- c) For any other content submitted or made available for inclusion on the publicly accessible areas of Intellect's sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of Intellect sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system and instant messaging.

## CONTRIBUTIONS TO COMPANY WEBSITE

Intellect provides an area for our users and members to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our site, you acknowledge and agree that:

- a) your contributions do not contain any type of confidential or proprietary information;
- b) Intellect shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- c) Intellect shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- d) the contributor's Contributions shall automatically become the sole property of Intellect; and
- e) Intellect is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

## INDEMNITY

All users and/or members herein agree to insure and hold Intellect, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of Intellect Services or your connection with these Services, your violations of the TOS and/or your violation of any such rights of another person.

## COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to Intellect's sites.

## USE AND STORAGE GENERAL PRACTICES

You herein acknowledge that Intellect may set up any such practices and/or limits regarding the use of our Services, without limitation of the maximum number of days that any email, message posting or any other uploaded content shall be retained by Intellect, nor the maximum number of email messages that may be sent and/or received by any member, the maximum volume or size of any email message that may be sent from or may be received by an account on our Service, the maximum disk space allowable that shall be allocated on Intellect's servers on the member's behalf, and/or the maximum number of times and/or duration that any member may access our Services in a given period of time. In addition, you also agree that Intellect has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our Services. You also herein acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period of time. Furthermore, Intellect shall reserve the right to modify, alter and/or update these general practices and limits at our discretion.

## MODIFICATIONS

Intellect shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

Intellect shall reserve the right at any time it may deem fit, to update, change or modify, whether temporarily or permanently, these TOS, or any part thereof, with or without prior notice. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

## TERMINATION

You may cancel or terminate your account, associated email address and/or access to our Services by following the instructions available through the Services and/or by submitting a cancellation or termination request via email to [cloud.support@intellectdesign.com](mailto:cloud.support@intellectdesign.com)

As a member, you agree that Intellect may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- a) any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;
- b) by way of requests from law enforcement or any other governmental agencies;
- c) the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- d) unexpected technical or security issues and/or problems;
- e) any extended periods of inactivity;
- f) any engagement by you in any fraudulent or illegal activities; and/or
- g) the nonpayment of any associated fees that may be owed by you in connection with your account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with Intellect shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered;
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- c) the barring of any further use of all or part of our Services.

## ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that Intellect shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

## LINKS

Either Intellect or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that Intellect shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

## PROPRIETARY RIGHTS

The Services are only licensed and not sold. Intellect shall continue to retain all ownership rights in and to the software; including any Intellectual Property Rights belongs to Intellect or its affiliates or its Third Party Licensors. To the best of Intellect's knowledge the software does not infringe upon any intellectual property of any third party. You shall not alter the logo and the copyright notice provided by Intellect along with the Services.

## WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF INTELLECT SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. INTELLECT AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) INTELLECT AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) INTELLECT SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) INTELLECT SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE INTELLECT SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF INTELLECT SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM INTELLECT OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

## LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT INTELLECT AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

## RELEASE

In the event you have a dispute, you agree to release Intellect (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

## EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

## THIRD PARTY BENEFICIARIES

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

## NOTICE

Intellect may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

## TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the Intellect's trademarks, copyright, trade name, service marks, and other Intellect logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Intellect. You herein agree not to display and/or use in any manner the Intellect's logo or marks without obtaining Intellect's prior written consent.

## GENERAL INFORMATION

### ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and Intellect and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to Intellect Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Intellect Services, affiliate Services, third-party content or third-party software.

### CHOICE OF LAW AND FORUM

The interpretation, validity and enforcement of this Agreement, and all formal legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the laws of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each Party hereby completely and irrevocably submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. The Parties agree that neither the *United Nations Convention of the International Sale of Goods* or the (U.S.) *Uniform Computer Information Transactions Act* shall apply to this Agreement. The Parties irrevocably attorn to the exclusive jurisdiction of the Courts of the State of New York in respect of all matters and disputes arising hereunder.

### WAIVER AND SEVERABILITY OF TERMS

At any time, should Intellect fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

## STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOS must be filed within one (1) year after said claim or cause of action arose or shall be forever barred.

## ASSIGNMENT

Licensee may not assign any of its rights or obligations under this Agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Intellect. Any transfer without consent is void. To the extent allowed by law, Intellect may assign its rights and obligations without Licensee's consent.

## SEVERABILITY

Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of this Agreement remains valid and enforceable.

## RIGHTS OF THIRD PARTIES

There are no third party beneficiaries under this Agreement.