

Social Subscriber Terms of Use

This is an agreement between you, the CrossConnect Platform social user (“you” or “your”), and CrossConnect, Inc. (“us” or “we”) (“Agreement”). This Agreement governs your access and use of the CrossConnect Platform (“Platform”). This Agreement is a legally binding obligation; please read it carefully. We may suspend your access or any function or feature of the Platform if we determine that you are in breach of this Agreement. We reserve the right, in our discretion, to change, modify, add or remove portions of this Agreement at any time by posting the updated Agreement within the Platform and by providing notice to you. We may give you notice of changes to this Agreement through push notifications or email. You accept the changes if you continue to use the Platform following such notification.

By creating a social user profile, by clicking “accept” or “i agree” or otherwise indicating your acceptance of this agreement, you (a) acknowledge that you have read and understand this agreement; (b) represent that you are 18 years of age or older or have reached the legal age of majority in the state which you reside; and (c) accept this agreement and agree that you are legally bound by its terms. If you do not agree to these terms, do not download, install, or use the platform.

1. Using the Platform:

- a. **Your Information.** We take the privacy of your personal information seriously. We encourage you to carefully review the CrossConnect Privacy Policy that includes details about the personal information we collect about you, how it is collected and how CrossConnect uses your information. By using the Platform and engaging with business pages, your personal information will be shared with the businesses and other social users you interact with. We cannot control and are not responsible for how business users or other social users use your information.
- b. **Your Account.** You must be over the age of 17 or of the age of legal majority in the state in which you reside in order to use the Platform. To access the Platform you must create a social user account. You may only create one (1) account and it must include complete and accurate information. You are solely responsible for all of the activity within your account. You are responsible for the security and integrity of your passwords and login information. In order to receive Rewards (as defined below), you must create an account with our preferred payment provider (currently Stripe, and subject to Stripe’s payment processing terms located here: <https://stripe.com/us/connect-account/legal#stripe-connected-account-agreement-1> but subject to change upon notice). Neither CrossConnect nor the business page receive your financial information.
- c. **Rewards.** The Platform allows you to refer businesses to your contacts within the Platform and receive recommendations for businesses from your contacts within the Platform. Where you refer a contact to a business and that contact makes a purchase from the business, the business may pay you a referral payment in its sole discretion. In order to be eligible for a referral payment from a business, or CrossConnect, you must refer a contact who makes a purchase from the business within 30 days from your referral, subject to any qualifications or limitations posted by the applicable business. All rewards are to be paid by the applicable business subscriber and CrossConnect is not responsible or liable for any rewards which are payable by a business subscriber. If a business subscriber fails to pay an earned reward, CrossConnect may (in its sole discretion) suspend or remove the business subscriber. You agree that CrossConnect solely provides the Platform and shall have no liability for the rewards programs of any business subscriber. The business subscriber is solely responsible for its rewards program, including the legality of any rewards program.

- d. **Contests.** Business subscribers may offer sweepstakes, contests or giveaways according to our Contest Terms. CrossConnect may facilitate the contests offered by the business or CrossConnect may sponsor its own contests. The Platform will automatically select the winner, but the business subscriber who authorizes the contest is solely responsible for the contest and CrossConnect shall have no liability for the contest of any business subscriber. You will be notified if any social user that you referred onto the CrossConnect Platform or to a particular business, wins a contest, and they designate you as the referring party to the CrossConnect Platform, in such cases you may also be awarded the same contest prize as the winner of the contest. These rules are more specifically described in the Contest Terms.
- e. **Content.** The Platform allows you to create a profile and submit content in connection with your profile (“Content”). By posting material, you consent to its publication and we do not have any burden to prove that protected material was approved by you. You are solely liable for your Content. In addition, the Platform contains content we create (“Our Content”) and content provided or created by third parties (“Third-Party Content”). CrossConnect owns all right, title and interest in and to Our Content and grants you the limited right to use Our Content in connection with your personal use of the Platform. You retain ownership to your Content, but and upon submission to the Platform grant us permission to use, copy, transmit, distribute, perform and make copies of the Content within the Platform during the term of this Agreement, or for advertising the Platform. You grant us a non-exclusive, transferable, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, display, distribute, translate, reformat, alter, transmit, and broadcast your Content, including without limitation, with the name or ID you submit in connection with your Content, with or without attribution to you, and without any notice or compensation to you. We may reject, refuse to post or delete any Content for any reason. However, this does not mean that we monitor, or are obligated to monitor, any Content. You are prohibited from and will not upload or post or make available user content that is unlawful, harmful, offensive, pornographic, hateful, racist, misleading, defamatory, or libelous, or invasive of the privacy of another person. We reserve the right to remove any user content at our sole discretion. You are prohibited from and will not upload, post, or make available on the Platform any material protected by intellectual property rights unless you are the owner or you have the license to post such material from the owner. You understand that your user content is public, and any person may read your user content. Other users may post user content that is in accurate, misleading or deceptive. We do not endorse and are not responsible for any user content. Business users of the Platform have the right to remove content from the landing pages they control at their sole discretion.
- f. **Promotions.** You may not use the Platform to promote a business or service unless you purchase a Business Subscriber subscription from us and according to the terms of our Business Subscriber License Agreement and Terms of Use.
- g. **Using the Platform with Social Sites.** If you access the Platform via a third party social networking site, like Facebook (a “Social Site”), you understand that the Social Site and CrossConnect will share information about you. We’re not responsible for the Social Site, what it does with your information and we don’t endorse it. Your use of the Social Site is at your own risk. You can see our Privacy Policy for more details about the information we share with or receive from a Social Site.
- h. **Other Content.** The Platform will display and make available third-party content, or provide links to third-party websites or services, including through third-party advertising (“Third-Party Content”). You acknowledge and agree that CrossConnect is not responsible for Third-Party Content, including the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect. We do not assume liability for Third Party Content, and expressly disclaim liability for Third Party Content.

- i. No Extortion Policy. Endorsements and comments are a way for users to share positive experiences with the community. Any attempt to use reviews or comments to force a user to do something they are not obligated to do is not allowed. You may not extort or attempt to extort any user in exchange for a positive review, or attempting to incent users to receive a positive review.
2. Rules of Conduct: This Section includes a list of restricted behaviors – it is not exhaustive. If we decide, in our sole discretion, that your actions harm or negatively affect the Platform experience or other users we reserve the right to terminate your access to the Platform. You are prohibited from:
 - a. Threatening, harassing, intimidating, using abusive language or otherwise abusing any Platform user;
 - b. Uploading or transmitting (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Platform or other users' computers or generally ruin the experience for everyone;
 - c. Uploading or transmitting any material that acts as a passive or active information collection or transmission mechanism;
 - d. Misappropriating other people's intellectual property. Do not use, upload, transmit, distribute, or otherwise making available any information or material in a manner that infringes any copyright, trademark, patent, trade secret, or other right of any party;
 - e. Attempting to obtain passwords, private information or intercepting any other information from other Platform users or the Platform. You cannot do this through any mechanism, but here are a few examples: don't attempt to obtain information through any software that reads areas of RAM or streams of network traffic used by the Platform to store information about users, elements, or environment, use of a network analyzer or packet sniffer;
 - f. Violating any law or encourage others to break the law;
 - g. If you are under the age of 18, you cannot create an account or access the Platform. If you are 18 or over, you cannot allow someone under 18 to use your account;
 - h. Harvesting user information or post user information from the Platform in any other forum;
 - i. Creating multiple accounts or impersonating an individual.

We reserve the right, but have no obligation, to monitor any communications within the Platform.

3. We Will Make Changes to the Platform: We will develop and provide new features, or updates which may include upgrades, bug fixes, patches and other error corrections ("Updates"). Updates may also modify or delete certain features or functionality. We aren't obligated to provide Updates or to enable any particular feature or functionality.
4. Right to Use the Platform: So long as you comply with the terms of the Agreement, CrossConnect grants you the limited, non-exclusive, non-transferable right to access and use the Platform as a social user to interact with and engage with businesses. You may only use the Platform for your own personal use. The right of access to the Platform is a licensed to you, and no right, title or interest in the Platform or the related technology or documentation are transferred to you. You do not have or acquire any ownership rights in the Platform. We retain all right, title and interest in the Platform, its features, arrangements, the images or content we create or

otherwise provide in the Platform, and including rights in copyright, trademark, patent or other intellectual property rights related to the foregoing. We can, and we may, discontinue the Platform or any feature or service at any time.

5. **Limitation of Rights:** You are prohibited from: (i) copying the Platform; (ii) modifying, translating, adapting or otherwise creating derivative works or improvements of the Platform; (iii) reverse engineer, disassemble, decompiling, decoding or otherwise attempting to derive or gain access to the source code of the Platform; (iv) removing, deleting, altering or obscuring any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform; (v) renting, leasing, lending, selling, sublicensing, assigning, distributing, publishing, transferring or otherwise making available the Platform or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network capable of being accessed by more than one device at any time; or (vi) removing, disabling, circumventing or otherwise creating or implementing any workaround to any copy protection, rights management or security features in or protecting the Platform. The term Platform includes all aspects of the Platform, including features, elements, technology, look and feel or other creative elements.
6. **Term and Termination:** This Agreement is effective on the date upon which you create an account or otherwise accept the terms of this Agreement and will continue until your account within the Platform is terminated. We may terminate this Agreement at any time with or without notice. We reserve all rights at law and in equity.
7. **Disclaimer of Warranties:** The platform is provided “as is” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, CrossConnect, Inc. and its licensors and service providers expressly disclaim all warranties, whether express, implied, statutory or otherwise, with respect to the platform, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Any material that you access or products or services you purchase or use through the platform is done at your own discretion and risk.

We do not offer any product or service or guarantee any product or service offered by any business via the platform. All products and services are solely provided by the applicable business and we are not responsible or liable for such products or services. We don't provide refunds for products or services provided by any business, we aren't liable for cancelation of services, aren't liable for nonpayment.

The referrals provided in the platform are the referrals of other users and not referrals, promises or guarantees of CrossConnect. We do not endorse any business who offers products or services through the platform. We are not responsible for any rewards or contests offered by any business or the terms and conditions related thereto.

No advice or information, whether oral or written, obtained by you via the platform will create any warranty not expressly stated in this agreement.

Some states may prohibit a disclaimer of warranties and you may have other rights that vary from state to state.

8. **Limitation of Liability:** To the fullest extent permitted by applicable law, in no event will CrossConnect, Inc. or its affiliates, licensors, dealers or service providers have any liability arising from or related to your use of or inability to use the platform or the content or for (a) any consequential, incidental, indirect, exemplary, special or punitive damages; or (b) direct damages in amounts that in the aggregate exceed one thousand dollars (\$1,000). The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence) or otherwise and regardless of whether such damages were foreseeable or CrossConnect was advised of the possibility of such damages. Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability do not apply in such jurisdictions.

9. Indemnification: You agree to indemnify, defend and hold harmless CrossConnect and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Platform or your breach of this Agreement.
10. Disputes:
 - a. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$20,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects such arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, and the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance or depositions by or of the parties or witnesses; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. The arbitrator(s) shall only require the parties to disclose documents that they intend to rely on in presentation of their case at the hearing. All statutes of limitation applicable to any dispute will apply to any arbitration proceeding.
 - b. For disputes over \$20,000, you agree that such disputes will be subject to arbitration proceedings administered by the American Arbitration Association ("AAA") and conducted in accordance with the AAA Commercial Arbitration Rules, or such other administrator and rules as agreed by the Parties. The arbitration will be conducted at a mutually-agreed upon location in Portland, Oregon. The parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code. All statutes of limitation applicable to any dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the dispute being arbitrated. Depositions will be limited to three individuals and to four hours or less. A judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.
11. Assignment: CrossConnect may assign or delegate this Agreement, including the Privacy Policy and the Contest Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under this Agreement or the Privacy Policy or Contest Terms without prior written consent from CrossConnect, and any unauthorized assignment and delegation by you is void and ineffective.
12. Notices: We may provide notices to you in multiple ways, and you agree that any of the following are sufficient methods for providing notices: (1) email, (2) notifications in the Platform, including pop ups, click throughs, banner notifications or similar notices, (3) email to the address provided with your account, (4) mailing address provided to us, (5) text message, if available.
13. General Legal Terms: If any provision of this Agreement is determined to be illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect. This Agreement is governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the

event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern. The Platform is provided for access and use only by persons located in the United States. This Agreement and our Privacy Policy and Contest Terms constitute the entire agreement between you and CrossConnect with respect to the Platform and supersede all prior or contemporaneous understandings and agreements, whether written or oral.

14. Unsolicited Ideas: We do not accept, directly or through any employee or agent, unsolicited ideas of any kind, including those related to improvements or enhancements to our Platform or any feature or functionality of the Platform. If you send us unsolicited materials you understand and agree that we have no obligation to review, nor keep confidential and we will own and may use and redistribute such unsolicited ideas for any purpose without any obligation or compensation to you.

15. Digital Millennium Copyright Act:

The Digital Millennium Copyright Act provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on in the Platform in a way that may constitute copyright infringement, you may provide notice of your claim to CrossConnect's Designated Agent listed below. For your notice to be effective, it must include the following information:

(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) A description of the copyrighted work that you claim has been infringed upon;

(iii) A description of where the material that you claim is infringing is located within the Platform;

(iv) Information reasonably sufficient to permit CrossConnect to contact you, such as address, telephone number, and, if available, an e-mail address at which you may be contacted;

(v) A statement by you that you have a good-faith belief that the disputed use 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.

(vii) The Designated Agent is:

ATTN: Legal; DMCA

1721 Pioneer Ave, Suite 101, Cheyenne, WY, 82001

If your content or other information has been affected by reason of a notification under the DMCA, you may make a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. You will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that your content or your activity is not infringing the copyrights of others. When we receive a counter-notification, we may reinstate the material in question.

To file a counter-notification with us, you must provide us with a written communication sent to the CrossConnect Designated Agent identified above that sets forth the following items:

1. An identification of the URLs or other unique identifying information of material that CrossConnect has removed or to which CrossConnect has disabled access;

2. Your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is, and that you will accept service of process from the person who provided notification under the DMCA or an agent of such person;
3. A statement, under penalty of perjury, that you have a good faith belief that content at issue was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your physical or electronic signature.