

PLATFORM TERMS OF USE

Effective Date: 20 April 2021

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE PLATFORM OFFERED BY MICROSHARE.

These Platform Terms of Use (“**Terms**”), are entered into between you, on behalf of yourself and the company on whose behalf you are downloading or using this software and Microshare, Inc. (hereinafter, “**Microshare**,” “**we**” or “**us**”), and govern your access to and use of this software and all other software applications owned by us (collectively, the “**Platform**”). Please read these Terms carefully before using the Platform. By accessing, viewing, or using the content, material, products, or services available on through the Platform, you certify that you have read, understand, and agree to be legally bound, both on your behalf and on behalf of the company you represent, by these Terms as well as our [Privacy Policy](#), which is incorporated into these Terms by reference as if fully set forth herein. **If you do not agree with and consent to these Terms, or are under the age of 18 years old, you are prohibited from using the Platform.** If you are accepting these Terms on behalf of a legal entity other than yourself as an individual, including a business or a government, you represent and warrant that you have full legal authority to bind such entity to these Terms.

1. IMPORTANT NOTICES

(a) By using and/or visiting the Platform, you represent that you have read, understand, and agree to all the terms and conditions of these Terms, including our [Privacy Policy](#) (“**Privacy Policy**”) incorporated herein by reference. If you do not agree to these Terms, you are not granted permission to use the Platform and must exit and discontinue your use of it immediately.

(b) We reserve the right to change, modify, add to, or otherwise alter these Terms at any time, or to change or discontinue any aspect or feature of the Platform without notice to you. We reserve the right to terminate access to the Platform or take other actions we reasonably believe necessary to comply with the law or protect our rights or those of our users. Such changes, modifications, additions or deletions shall be effective immediately upon their availability via the Platform. Any access or attempt to access or use the Platform for any unauthorized or illegal purpose is strictly prohibited. You agree to review these Terms periodically to be aware of such revisions. Your use of the Platform after we institute such changes, modifications, additions or deletions constitutes your acceptance of such changes, modifications, additions or deletions.

(c) **THIS AGREEMENT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER. WHERE PERMITTED BY LAW, YOU UNDERSTAND AND AGREE TO SUBMIT TO ARBITRATION PROCEEDINGS TO SETTLE ANY DISPUTES HEREUNDER, THAT SUCH ARBITRATION WILL BE IN LIEU OF LITIGATION, AND EACH PARTY HEREBY WAIVES THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL IN FAVOR OF THE ARBITRATION PROCEEDING EXCEPT AS PERMITTED UNDER THIS AGREEMENT.**

2. RESTRICTIONS

(a) You may only use the Platform for the purposes that are permitted by these Terms. You agree that you will not violate any applicable laws or regulations in connection with your use of the Platform and no other purpose.

(b) You agree that you will not distribute, upload, make available or otherwise publish through the Platform any suggestions, information, text, images, data, and other information and materials (“**Submissions**”) that:

- are unlawful or encourage another to engage in anything unlawful;
- contain a virus or any other similar malicious software that may damage the operation of our or another’s computers;
- infringe upon any copyright, patent, trademark, trade secret, right of privacy, right of publicity or other right of any person or entity;
- are false, inaccurate, fraudulent or misleading; or
- are libelous, defamatory, obscene, inappropriate, abusing, harassing, threatening or bullying.

(c) You further agree that you will not do any of the following:

- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Platform;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, including without limitation any information transferred through the Platform, the service on which the Platform is stored, or any server, computer or database connected to the Platform;
- interfere with or disrupt the operation of the Platform, including restricting or inhibiting any other person from using the Platform by means of hacking or defacing;
- transmit to or make available in connection with the Platform any denial of service attack, virus, worm, Trojan horse or other harmful code or activity;
- attempt to probe, scan or test the vulnerability of the Platform or to breach our security or authentication measures;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure, as determined in our sole discretion;
- use any manual process to monitor, copy or transfer any of the content on the Platform or any information transferred through the Platform, or for any other unauthorized purpose without our prior written consent;
- harvest or collect the email addresses or other Personal Data of other users of the Platform;
- use any bot, crawler, spider, scraper, or other automatic device, process or means to access the Platform or any information transferred through the Platform, for any purpose, including monitoring, copying or transferring of the content on the Platform;
- submit or post false, incomplete or misleading information to the Platform, or otherwise provide such information to us;
- reproduce, duplicate, copy, sell, trade, or resell any aspect of the Platform for any purpose, including commercial purposes;
- reproduce, duplicate, copy, sell, trade, or resell any products or services bearing any trademark, service mark, trade name, logo, or other signifier owned by Microshare in a way that is likely or intended to cause confusion about the owner or authorized user of materials;
- register for more than one user account;
- impersonate any other person, entity or business; or

- otherwise attempt to interfere with the proper working of the Platform.

(d) In addition, we reserve the right to review, edit or remove any Submissions, however, we are not required to routinely screen, monitor or review Submissions on the Platform.

(e) You agree that you are not licensed or permitted to access any portion of the Platform that we have not made public or accessible to users (whether registered or not), and you may not attempt to override any security measures in place on the Platform.

(f) Notwithstanding the foregoing rules of conduct, our unlimited right to terminate your access to the Platform shall not be limited to violations of this Restrictions section.

3. ELIGIBILITY AND ACCOUNTS

(a) Eligibility Requirements. If you are, or are acting on behalf of, a business entity, corporation, limited liability company, partnership or other legal entity you represent and warrant that such business entity, corporation, limited liability company, partnership or other legal entity is in good standing, and you possess all legal authority and power to enter into and be bound by these Terms. You are not eligible to use the Platform if doing so would violate any applicable law or regulation, including but not limited to U.S. export controls or restrictions.

(b) Accounts. In order to access certain services or features made available through the Platform via the Platform, you may be asked to register and create an account. As part of the registration process, you may be asked to click that you agree to these Terms and may then be asked to submit a username and password. You may also be required to provide us with certain information about yourself, including some types of personally identifiable information, such as your legal name, phone number, physical address, and email address. You represent that the personal information you provide via the Platform is valid, complete, and up to date in all respects. Any personal information that you provide to us via the Platform is subject to our Privacy Policy. You agree and acknowledge that your submission of personal information is voluntary and entirely at your own risk.

(c) Credentials. You agree to keep your credentials for login to the Platform confidential and secure. You are responsible for controlling the access to and use of your account. You understand and agree that we assume that instructions we receive from your account are authoritative, and that we should act upon such instructions. We are not responsible for any unauthorized access to your account or profile or the ramifications of such access, and we are not required to take action to disable any account. You agree that you will not bring any action against us arising out of or related to any claimed unauthorized access using your account credentials. Your use of any credentials other than as provided in these Terms shall be considered a breach of these Terms by you. Notwithstanding the foregoing, if we believe that there has been an unauthorized access to your account, we may take reasonable actions to disable or lock your account, or otherwise address your situation.

4. SUBMISSIONS

(a) You are under no obligation to submit anything to us through the Platform. By contributing a Submission, you represent that you have the full legal right to provide the Submission. Therefore, if you choose to submit any Submissions to the Platform, you hereby grant to us a perpetual, irrevocable, transferrable, sub-licensable, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform, distribute, translate and create derivative works from any such Submissions for purposes of providing, using, improving or promoting the Platform.

(b) By submitting any Submissions to us, you hereby agree, warrant and represent that: (a) your provision of the Submissions does not violate any third party's rights; (b) all such Submissions are accurate and true; and (c) you are not entitled to compensation or attribution from us in exchange for the Submissions.

(c) You acknowledge that except to the extent that we process and store your Submissions as part of the Platform, we are under no obligation to maintain any Submissions that you submit, post or make available to the Platform. We reserve the right to withhold, remove and or discard any such materials at any time.

5. OUR INTELLECTUAL PROPERTY

(a) As between you and Microshare, Microshare owns or licenses all information and materials, including graphics, text, logos, data, designs, buttons, icons, and information and all patent, trademarks, trade names, trade dress, trade secrets, ideas, concepts, know-how, documentation and techniques and other intellectual property rights that may exist therewith, that are made available on or through the Platform (“**Platform Content**”), as well as the selection, coordination, arrangement, and organization and enhancement of the Platform Content. All Platform Content is protected pursuant to copyright, trademark, patent, and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Platform Content. As between you and Microshare, all names, trademarks, symbols, slogans, or logos appearing on the Platform are proprietary to Microshare or its affiliates or licensors. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Platform Content, other than the right to use the Platform Content in accordance with these Terms.

(b) "Microshare" and other trademarks, logos, characters, page headers, button icons, scripts, service names and other marks (collectively “**Trademarks**”) displayed on the Platform are subject to the trademark and other rights of Microshare. Our Trademarks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated or used, in whole or in part, without the prior written permission of Microshare. Your use or misuse of Trademarks displayed on the Platform, or of any other Platform Content, except as provided for in these Terms, is strictly prohibited.

(c) For the avoidance of doubt, no right, title or interest in or to the Platform or Platform Content is transferred to you, and all rights not expressly granted herein are reserved by Microshare. Any use of the Platform not expressly permitted by these Terms is a breach of these Terms and may violate patent, copyright, trademark and other laws.

6. MONITORING AND ENFORCEMENT; TERMINATION

(a) Microshare has the right to: (a) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and (b) terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation or suspected violation of these Terms. Without limiting the foregoing, Microshare has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone providing information on or through the Platform. You waive and will hold harmless Microshare and its affiliates, licensees and services providers, from any claims resulting from any action taken by Microshare or any of the foregoing parties during, or as a result of, its investigations, and from any actions taken as a consequence of investigations by such parties or law enforcement authorities.

7. DISCLAIMERS

(A) CERTAIN DATA DISPLAYED BY THE PLATFORM RELY ON THE RECEIPT OF UNDERLYING DATA FROM THIRD PARTY SOURCES. SUCH DATA SOURCES MAY NOT BE REAL-TIME OR ACCURATE, AND THERE MAY BE DELAYS OR INACCURACIES IN SUCH DISPLAYED DATA.

(b) BY USING THE PLATFORM, YOU AGREE AND ACKNOWLEDGE THAT WE PROVIDE THE PLATFORM “AS IS” WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, MICROSHARE DOES NOT MAKE ANY PROMISE, REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUFFICIENCY OF THE PLATFORM AND THE SERVICES TO BE PROVIDED HEREUNDER BY MICROSHARE, INCLUDING ANY WARRANTIES AS TO TITLE, RELIABILITY, QUALITY, AVAILABILITY, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY.

(c) USE OF THE PLATFORM, INCLUDING PLATFORM CONTENT, IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE PLATFORM AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE PLATFORM OR PLATFORM CONTENT WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM OR PLATFORM CONTENT ARE FREE OF INACCURACIES, MISREPRESENTATIONS BY USERS, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.

(d) YOU ACKNOWLEDGE THAT ELECTRONIC COMMUNICATIONS AND DATABASES ARE SUBJECT TO ERRORS, TAMPERING AND BREAK-INS AND THAT WE DO NOT GUARANTEE THAT SUCH EVENTS WILL NOT TAKE PLACE. YOUR INSTALLATION AND INPUTS, AS WELL AS THIRD PARTY SYSTEMS AND PROCEDURES, MAY INFLUENCE THE OUTPUT AND ERRORS IN ANY ORDER OR ELECTRONIC TRANSMISSION OR COMMUNICATION, AND CAN RESULT IN SUBSTANTIAL ERRORS IN OUTPUT, INCLUDING INCORRECT INFORMATION, ORDERS AND AGREEMENTS. IN ADDITION, ERRORS MAY BE INTRODUCED INTO INFORMATION OR TRANSACTIONS IN THE COURSE OF THEIR TRANSMISSION OVER ELECTRONIC NETWORKS. YOU SHALL IMPLEMENT AND TAKE RESPONSIBILITY FOR APPROPRIATE REVIEW AND PROCEDURES TO VERIFY AND CONFIRM TRANSACTIONS IN WHICH YOU PARTICIPATES USING OUR PLATFORM, INFORMATION, SERVICES, DATABASES, SYSTEMS OR OTHER MATERIALS.

8. LIMITATION OF LIABILITY

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS OR BUSINESS PARTNERS (COLLECTIVELY, THE “**RELATED PARTIES**”) BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE RELATED TO (A) THE USE OF ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE PLATFORM; (B) THE PLATFORM OR PLATFORM CONTENT OR SUBMISSIONS IN ANY WAY; (C) THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE PLATFORM; OR (D) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY, OR EXISTENCE OF ANY INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE PLATFORM; ALL THE FOREGOING REGARDLESS OF LEGAL THEORY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL WE OR THE RELATED PARTIES BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOREGOING, EVEN IF WE AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Notwithstanding the foregoing, in the event that a court shall find that any of the above disclaimers are not enforceable, then you agree that neither we nor any Related Parties shall be liable for (1) any damages in excess of \$100.00. This limitation shall apply regardless of the basis of your claim or whether or not the limited remedies provided herein fail of their essential purpose.

(c) SOME JURISDICTIONS MAY NOT PERMIT CERTAIN DISCLAIMERS AND LIMITATIONS, AND ANY SUCH DISCLAIMERS OR LIMITATIONS ARE VOID WHERE PROHIBITED.

(d) IF YOU ARE DISSATISFIED WITH THE PLATFORM, PRODUCTS OR SERVICES, OR THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM.

9. INDEMNIFICATION

(a) You agree to defend, indemnify and hold harmless us and our directors, officers, employees, agents, licensors, advisors, independent contractors and providers (collectively referred to herein as “**Indemnified Parties**”) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney’s fees) arising from: (i) your use of and access to the Platform and related services and products; (ii) your violation of any term of these Terms, including the Privacy Policy; (iii) your violation of any third party rights, including without limitation any intellectual property or privacy rights; (iv) any allegation that any of your Submissions caused damage to a third party; or (v) the use of the Platform by a person using your account or account login; or (vi) any conduct, activity or action by you that is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity.

(b) You further agree that you will cooperate with us as is reasonably required in the defense of any such claims in Section (a). We, on behalf of each of the Indemnified Parties, reserve each Indemnified Party’s right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your foregoing indemnification obligations, and you shall not, in any event, settle any claim or matter without the written consent of us and each of the Indemnified Parties named as a party in such claim.

(c) This defense and indemnification obligation will survive any termination or expiration of this Agreement or your use of the Platform.

10. DISPUTES, GOVERNING LAW AND JURISDICTION

(a) The laws of the State of Delaware shall govern this Agreement. Any legal proceeding or arbitration shall be held in Philadelphia, Pennsylvania (the “**Dispute Resolution Location**”). To the extent arbitration does not apply, you agree that any dispute arising out of or relating to the Platform or us, may only be brought by you in a state or federal court located in the Dispute Resolution Location. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN THE DISPUTE RESOLUTION LOCATION.

(b) You agree that any claim or dispute arising out of or relating in any way to your use of the Platform or any service provided by us, will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. YOU UNDERSTAND AND AGREE TO SUBMIT TO ARBITRATION PROCEEDINGS TO SETTLE ANY DISPUTES HEREUNDER, THAT SUCH ARBITRATION WILL BE IN LIEU OF LITIGATION, AND EACH PARTY HEREBY WAIVES THE RIGHT TO SUE IN COURT IN FAVOR OF THE ARBITRATION PROCEEDING EXCEPT AS PERMITTED UNDER THIS AGREEMENT.

(c) There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, may award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

(d) To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our address specified in the Notice section, below.

(e) Arbitration under this Agreement will be conducted by the American Arbitration Association (“AAA”) under its rules then in effect. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules.

(f) You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we both agree that we have each waived any right to a jury trial.

(g) Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.

(h) Any dispute or alleged claim you may have with respect to your access or use of the Platform must be commenced within one (1) year after the occurrence of the events leading to the dispute or alleged claim.

11. OPERATION OF THE PLATFORM AND UNITED STATES LAW

(a) The Software is controlled and operated from within the United States. Without limiting anything else, Microshare makes no representation that the Platform, Platform Content, Submissions, services, products, information, or other materials available on, in, or through the Platform is appropriate or available for use outside the United States, and access to them from territories where they are illegal is prohibited. Those who choose to access the Platform from outside the United States do so on their own will and are responsible for compliance with applicable laws.

12. GENERAL

(a) Compliance With Law. You shall comply with all applicable laws and regulations of governmental bodies or agencies.

(b) Waiver. No waiver shall be implied from conduct or failure to enforce rights.

(c) Severability. If any provision of these Terms is held to be invalid, void or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.

(d) Equitable Remedies. You hereby agree that we would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of irreparable harm or other damages, to appropriate equitable remedies with respect to breaches of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

(e) Entire Agreement. These Terms, including the Privacy Policy, shall constitute the complete agreement between you and Microshare and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof.

(f) Complaint Procedures. If you believe that any content on this Platform violates your intellectual property or other rights, please send to us at info@microshare.io a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your e-mail address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: “The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message.”

(g) Contact. If you have any questions about the Terms, please email us at: info@microshare.io.

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