

# WEBSITE TERMS OF USE

Effective Date: 20 April 2021

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

These Website Terms of Use (“**Terms**”) govern your access to and use of, all or any part of the Website that is operated by Microshare, Inc. (hereinafter, “**Microshare**,” “**we**” or “**us**”), which is located at <https://microshare.io> (the “**Website**.”). Please read these Terms carefully before using the Website. By accessing, viewing, or using the content, material, or services available on or through the Website, you are agreeing to be legally bound by these Terms as well as our [Privacy Policy](#). **If you do not agree with and consent to these Terms, or if you are younger than 18 years of age, you are prohibited from using the Website.** 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 Website, 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.

(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 Website without notice to you. We reserve the right to terminate access to the Website 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 Website. Any access or attempt to access or use the Website 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 Website after we post 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. LICENSE GRANT; LIMITATIONS

(a) Subject to the terms of this Agreement, we hereby grant you a limited, terminable, non-sublicensable, non-transferable, non-exclusive right to access and use the Website solely for use in accordance with these Terms. Any rights not explicitly granted in these Terms are strictly withheld and reserved by us.

(b) You shall procure, install and maintain all client-side equipment, data plans, Internet connections and other hardware necessary for you to connect to and access the Website. We are not responsible for equipment defects, lack of service, or other issues arising from third party services or equipment. You are responsible for all applicable data plan fees, subscription charges or other fees of any kind whatsoever that may be required by your carrier in order to access the Website.

(c) Without limiting any other provisions of these Terms, all software and other materials, including the Website, made available to you are the copyrighted work of Microshare or its licensors. Copying or distributing the Website or the Site Content (as defined below) is expressly prohibited.

(d) All information and materials on the Website are presented solely for the purpose of providing general information on and promoting our products and services. Such information and materials do not constitute offers for our products or services, nor do they constitute advice or other instructions on the use of the goods or services.

### **3. RESTRICTIONS**

(a) You agree to use the Website only for 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 Website.

(b) You agree that you will not distribute, upload, make available or otherwise publish through the Website any suggestions, information, ideas, comments, promotions, documents, questions, notes, plans, drawings, proposals, graphics, text, information, links, profiles, personal information, name, likeness, audio, photos, software, music, sounds, video, messages, posts, tags or similar 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 or systems;
- 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 (and will not attempt to) do any of the following:

- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Website;
- interfere with or disrupt the operation of the Website, including restricting or inhibiting any other person from using the Website by means of hacking or defacing;
- transmit to or make available in connection with the Website 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 Website 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;
- harvest or collect the email addresses or other Personal Data of other users of the Website;
- scrape or collect any content from the Website via automated means;
- submit or post false, incomplete or misleading information to the Website, or otherwise provide such information to us;
- register for more than one user account; or,
- impersonate any other person, entity or business.

(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 Website.

(e) You agree that you are not licensed or permitted to access any portion of the Website 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 Website.

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

#### **4. ELIGIBILITY AND ACCOUNTS**

(a) Eligibility Requirements. Some parts or all of the Website may not be available to the general public, and we may impose eligibility rules from time to time. If you are a business entity, corporation, limited liability company, partnership or other legal entity you represent and warrant that you are in good standing, and possess all legal authority and power to enter into and be bound by these Terms. If you are a legal entity, you further represent and warrant that you have the authority to and do hereby bind your entity and all individuals associated therewith. We reserve the right to amend those eligibility requirements at any time. You are not eligible to use the Website if doing so would violate any applicable law or regulation, including but not limited to U.S. export controls or restrictions.

(b) Age Requirements. If you are an individual, you must be over the age of 18 to register an account to use the Website. By registering an account or using the Website, you represent that you meet this minimum age requirement.

(c) Accounts. You may use the Website without registering an account with us, however, in such cases, you may not be able to access certain content, material, or services on the Website. As part of the registration process to become a member (“**Member**”), you may be asked to click to agree to these Terms and may then be asked to submit your name and address, e-mail address, telephone number and password for your account. Any personal information that you provide to us via the Website is subject to our Privacy Policy. You agree and acknowledge that your submission of personal information to register for a Member account is voluntary and entirely at your own risk.

(d) Credentials. You agree to keep your credentials for login to the Website 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.

#### **5. SUBMISSIONS**

(a) You are under no obligation to submit anything to us through the Website. 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 Website, 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 Website.

(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 Website, we are under no obligation to maintain any Submissions that you submit, post or make available to the Website. We reserve the right to withhold, remove and or discard any such materials at any time.

## **6. LINKS TO THIRD PARTY WEBSITES**

For your convenience, the Website may contain links to the websites of third parties from which you may be able to obtain information or use services. For example, we may provide links to social media sites (e.g., Twitter). Except as otherwise noted, such third party websites, and such information and services are provided by organizations that are independent of us. We do not make any representations or warranties concerning such websites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we cannot censor or edit the content of any third party site. Therefore, we make no representation as to the accuracy or any other aspect of the information contained in or on such websites, sources or servers. Any linking to or from any such off-site pages or other websites by you is at your own risk. By using the Website, you expressly relieve us from any and all liability arising from your use of any third party website. Accordingly, we encourage you to be aware when you leave our Website, and to read the agreements and privacy policy of each website that you visit.

## **7. OUR INTELLECTUAL PROPERTY**

(a) As between you and Microshare, Microshare owns or licenses all information and materials, including graphics, text, logos, data, names, 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 Website (“**Site Content**”), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Content. All Site 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 Site Content. As between you and Microshare, all names, trademarks, symbols, slogans, or logos appearing on the Website 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 Site Content, other than the right to use the Site 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 Website 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 Website, or of any other Site Content, except as provided for in these Terms, is strictly prohibited.

## **8. DISCLAIMERS**

(a) Certain data displayed by the Website 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) The Website may contain typographical errors or inaccuracies, and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions, and to change or update information at any time without prior notice.

(c) Although we have the right to review, edit, remove or modify information from or on the Website, we may not screen this material or control the sources of this information, and we do not guarantee the accuracy, suitability, completeness, currency, quality, adequacy or applicability of any such information.

(d) BY USING THE WEBSITE YOU AGREE AND ACKNOWLEDGE THAT WE PROVIDE THE WEBSITE "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 WEBSITE, 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.

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

(f) YOU ASSUME THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGE TO YOUR EQUIPMENT.

(g) 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 WEBSITE, INFORMATION, SERVICES, DATABASES, SYSTEMS OR OTHER MATERIALS.

(h) You understand that the technical processing and transmission of any Site Content may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent to or from our Website will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to us via the Website or the Internet, including, for example, personal information such as your name or address. Microshare reserves the right to interrupt or discontinue any or all of the functionalities of the Website. Microshare assumes no responsibility for: (a) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication; (b) any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Website, including any injury or damage to you or to any person's computer related to or resulting from use of the Website; and (c) any

damage to, or viruses that may infect, your computer equipment or other property on account of your access to, use of or browsing of the Website or your downloading of any materials, data, text, images, video or audio from the Website.

## 9. 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 PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE WEBSITE; (B) THE WEBSITE OR SITE CONTENT OR SUBMISSIONS IN ANY WAY; OR (C) THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE WEBSITE, ANY WEBSITES LINKED TO THE WEBSITE OR THE MATERIAL ON SUCH WEBSITES; 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 WEBSITE, OR THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

## 10. 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 Website; (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 right; (iv) any allegation that any of your Submissions caused damage to a third party; or (v) 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 Website.

## 11. 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 Website 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 Website 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 Website must be commenced within one (1) year after the occurrence of the events leading to the dispute or alleged claim.

## 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 Website violates your intellectual property or other rights, please send to us at [info@microshare.io](mailto: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](mailto:info@microshare.io).

Copyright © 2021 Microshare, Inc. All rights reserved.