

Terms of Use

Effective Date: May 8, 2020

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1. SCOPE OF AGREEMENT.

These Terms of Use apply to any User who accesses the Site, Materials and/or related Services. A "User" is an end user who registers on our Site to access and/or uses any of the components of SUREUP™ or makes use of any of the Site's Materials, Services and associated tools. **Please note that the Site, Materials and/or Services do not render, and should not be considered as, advice. You should seek and consult with a professional advisor prior to acting upon the educational information provided.** These Terms of Use apply to all content, material and services made available through the Site, including those not available as of the "Effective Date" above.

2. YOUR REGISTRATION OBLIGATIONS.

In consideration of your use of our Site, Materials and/or Services, you represent that you are at least 18 years of age and are not a person barred from receiving services under the laws of Delaware. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. You acknowledge that you have no ownership rights in your account. If you cancel your account, all your account information, including forms, documents and any other information you provided, created or associated with your Account may be deleted and removed from any public area of the Sites. Information may continue to be available for some period of time because of delays in effecting deletion or through cached copies retained by third parties.

3. USE OF SITE CONTENT AND MATERIALS.

SUREUP™ grants you a non-exclusive, non-transferable, revocable license to access and use the Site, Materials and/or related Services strictly in accordance with this Agreement. No print out or electronic version of any part of the Site or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances. Your license for access and use of the Site and any information, materials, Documents and other SUREUP™ Intellectual Property therein (collectively defined as "Content and Materials") are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for express-limited purpose permitted), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site, Services or any Content and Materials retrieved therefrom without SUREUP's express-written permission; (b) use the Site or any materials obtained from the Site to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism.

4. SITE RULES.

1. To improve the safety and security of our Site, we require that you adhere to the following rules:

(a) Do not give your user name or password to others. You are responsible for maintaining the confidentiality of any user names and passwords in order to protect your information. You are responsible for all uses of your registration, whether or not authorized by you. You agree to notify immediately SUREUP™ of any unauthorized use of your registration and password.

(b) Do not present Content or Materials (or permit Content and Materials to be presented) so that it appears to be available from a third party Web site, except when expressly permitted by SUREUP™.

(c) Do not delete or revise any material posted by any other person or entity, except when expressly permitted by SUREUP™.

(d) Do not violate or attempt to violate the security of the Site.

(e) Do not access data not intended for your use.

(f) Do not log into a server or account which you are not authorized to use.

(g) Do not use the Site, Materials and/or Services for any unlawful purpose or in any manner that would violate international, federal or local laws or regulations, that would infringe any third party's intellectual property rights or in a manner that is defamatory, obscene or abusive.

(h) Do not attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

(i) Do not attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mail bombing" or "crashing".

(j) Do not modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site, Materials and/or Services.

(k) Do not send SPAM or commercial emails of any kind and do not send any unsolicited e-mail to individuals, entities or Users.

(l) Do not attempt to or actually access the Site by any means other than through the interfaces provided by the SUREUP™.

(m) Do not use manual or automated software, devices, script robots, other means or processes to access, "scrape," "crawl," or "spider" any web pages or other services contained in or on the Site.

(n) Do not utilize or copy information, content or any data you view on and/or obtain from the Site, Materials or Services to provide any service that is competitive, in SUREUP's sole discretion, with the Site.

(o) Report inappropriate postings or conduct to support@SureUp.com.

(p) Materials, vendors, user interface technology, systems and processes are all deemed proprietary work product of SureUp. Any attempt to copy or otherwise interfere with SureUp using something learned from SureUp's approach would be deemed a clear violation of this agreement.

2. Your violation of any of these Rules may result in civil or criminal liability. SUREUP™ will investigate occurrences relating to such violations and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such violations. If SUREUP™ determines you misled or violated these rules or the Terms of Use, we reserve the right to terminate this Agreement and your use of the Site, Materials

and/or Services. SUREUP™ is under no obligation to monitor the conduct of its Users, but it may investigate and respond when violations are reported. It is your responsibility to ensure that your use of the Site, Materials and Services complies with these Terms of Use and all applicable laws.

5. PRIVACY POLICY

1. Your submission of information to the Site is also governed by SUREUP's Privacy Policy, the terms of which are fully incorporated by reference herein. You agree that you are solely responsible for the content of any Document or information you post or provide to the Site and any consequences arising from such posting. In order to maintain the integrity of our Site, you must adhere to the following rules:

(a) Your Documents may not contain: (i) confidential or private information belonging to others which you do not have the right to transmit or publish or hold in your possession, for whatever reason; (ii) material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others; (iii) anything that is sexually explicit, obscene, libelous, defamatory, threatening, harassing or abusive; (iv) anything that would give rise to criminal or civil liability; (v) anything that encourages conduct that constitutes a criminal offense; (vi) any virus, worm, Trojan horse, Easter egg, time bomb, spyware, malware or other computer code, file, or program that is harmful or invasive or may, or is intended, to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (vii) any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.

(b) If you have an idea or information that you want to remain confidential or do not want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any portion of the Site or to any other site through the Site. SUREUP™ IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST ON OR THROUGH OUR SITE.

2. SUREUP™ has no obligation to review Documents posted on the Site, but it may elect to do so. Documents found to violate these Terms of Use may be removed at SUREUP's discretion and may result in terminating your use of the Site, Materials and/or Services.

3. Please note that, as part of the Materials and Services offered on our Site, SUREUP™ creates an electronic profile and email address for Users who register for the Site.

4. SUREUP™ has no control over the Documents submitted by User or the quality, truth, accuracy, reliability, completeness or timeliness of such materials. SUREUP™ makes no representations or warranties about any material Users post on our Site.

6. PAYMENT.

1. In order to use our Site, Materials and/or Services, you must select a payment method and provide accurate billing and payment information when prompted. You agree to pay for all charges incurred under your account, including all applicable taxes, fees and surcharges. You authorize to charge your designated payment method for such charges. If SUREUP™, for any reason, does not receive payment from your designated payment method, you agree to pay all amounts due upon demand by or its operators.

2. SUREUP™ will automatically charge your chosen credit card or bank account for the technology and administration fee / membership fee as appropriate per our agreement.

3. Please note that SUREUP™ uses a third-party payment service, which may result in transaction fees billed to your credit card, (collectively, the "Payment Service"), to collect payments for all fees. At the time

of registration, you will provide your payment information and we will pass that along to the Payment Service. All questions concerning such fees should be directed towards your bank. Any information you provide us in connection with payment that we provide to the Payment Service will be subject to the Payment Service's user agreement and privacy policy, not this Agreement or our Privacy Policy. You acknowledge and agree that SUREUP™ is not, and will not be, responsible or liable for the Payment Service's services, its site or any acts or omissions of the Payment Service. Price and availability of any product or service offered through the Site are subject to change without notice. Refunds and exchanges will be subject to SUREUP's refund and exchange policies then in effect. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation, any taxes that may be applicable.

7. REFUND AND EXCHANGE POLICY.

We want you to be 100% satisfied with our Site, Materials and/or Services. If you are less than satisfied or feel there has been an error in billing, please contact us immediately so that we can help you resolve the issue. If you are still not satisfied with SUREUPd's Site, Materials and/or Services after 1 full year from Registration, you may request in writing a refund for all licensing and membership fees paid up to that point in time.

8. THIRD PARTIES.

1. We and/or third-parties may make available through the Site, Material and Services (for example, message boards, chat functionality and comment features on blogs, among other things) to which you are able to post information and materials. PLEASE BE AWARE THAT SUCH FORUMS MAY BE PROVIDED BY A THIRD PARTY, AND MAY BE SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD PARTY AS WELL AS THIS AGREEMENT.

9. REPRESENTATIONS AND WARRANTIES.

1. No Representations or Warranties by SUREUP™. SUREUP™ makes no representations or warranties with respect to these pages, their Content and/or Materials (including, without limitation, material communicated by third parties) or communications from Customer Service representatives, all of which are provided on an "as is" and "as available" basis. SUREUP™ disclaims all warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. SUREUP™ makes no representations or warranties that the services provided by these pages or any customer service representatives will be uninterrupted or error-free, that defects will be corrected or that the pages or the server that makes them available are free from viruses, worms or other harmful components. If your use of the Site results directly or indirectly in the need for servicing or replacing equipment or data, SUREUP™ is not responsible for those costs. also makes no representations or warranties as to whether the information accessible via these pages or customer service representatives, including information posted by Users or third parties, is accurate, complete, current, reliable or truthful. SUREUP™ assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

2. Nothing on the Site shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regards to its web site, products, services, experience, recruiting, hiring or otherwise. No information obtained by any User from SUREUP™ or its personnel shall create any warranty not expressly provided for in this Agreement. The information available on Site, Materials and/or Services do not render, and should not be considered as, advice. You should seek and consult with a

professional advisor prior to acting upon the educational information provided. You agree that any reliance on materials/information posted by Users or on any other form of communication with Users will be at your own risk. SUREUP™ acts as, among other things, a portal for the online distribution and publication of User submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring User posted material or information, although it reserves the right to do so.

3. No Guaranty of Results. SUREUP™ makes no representations or guarantees regarding the effectiveness or timeliness of the Site, Materials and/or Services in meeting objectives of Users.

4. User Representations and Warranties. You hereby represent and warrant that you (i) will not aggregate, redistribute or otherwise transmit the Content and Materials to any other individual or entity without permission; and (ii) will not use (or plan, encourage or help others to use) the Site, Materials and/or Services for any purpose or in any manner that is prohibited by these Terms of Use or by applicable law.

10. LIABILITY DISCLAIMER.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SUREUP™ AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THESE SERVICES, CONTENT AND MATERIALS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (V) ANY OTHER MATTER RELATING TO THE SITE.

SUREUP™ RESERVES THE RIGHT AT ANY TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SITE, MATERIAL AND/OR SERVICES (OR ANY PART THEREOF) WITH OR WITHOUT NOTICE. YOU AGREE THAT SUREUP™ SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SUCH MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SITE. THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IF ANY LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN SUREUP'S MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$50.00 IN THE AGGREGATE. IN NO EVENT SHALL SUREUP™ (ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THESE PAGES), BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS IN THE AGGREGATE OF US \$50.00 OR FIVE TIMES THE AMOUNT OF YOUR MOST RECENT MONTHLY PAYMENT, WHICHEVER IS LESS. IF ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH HEREIN IS UNENFORCEABLE UNDER APPLICABLE LAW, OUR AGGREGATE LIABILITY RELATED THERETO WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

BECAUSE USER AUTHENTICATION OVER THE INTERNET IS DIFFICULT, SUREUP™ CANNOT AND DOES NOT CONFIRM EACH USER'S IDENTITY. WE ARE NOT INVOLVED IN USER-TO-USER DEALINGS NOR DO WE CONTROL THE BEHAVIOR OF PARTICIPANTS ON ANY SITE. THEREFORE, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE SUREUP™ (AND OUR AGENTS AND EMPLOYEES) FROM

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11. PROPRIETARY RIGHTS.

1. The Site, Materials and/or Services and all right, title and interest in and to the Site, Materials and/or Services is the sole property of SUREUP™ and/or its Affiliates (including parent company) or its licensors, and is protected by U.S. copyright and international treaties. SUREUP™ reserves for itself and its licensors all other right, title and interest. "SUREUP™" and the design logo are registered service or trademarks. All related products and service names, design marks and slogans are also the service marks or trademarks of SUREUP™. In addition, the "look" and "feel" of the Site (including color combinations, button shapes, layout, design and all other graphical elements) are protected by SUREUP's trademarks, service marks and copyrights. All other product and service marks contained on the Site are the trademarks of their respective owners. You agree that the Site and any software used in connection with the Site contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further agree that content, including any tests and/or reports, contained in advertisements or information presented to you through the Site or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or authorized by SUREUP™ or its advertisers (as applicable), you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

2. For the avoidance of doubt, each User retains ownership of any materials you, the User, submits through the Site (each, a "Submission"). However, in order to make your Submissions available on the Site and to best provide you with services tailored to such Submissions, SUREUP™ needs certain rights to your Submissions. As such, by submitting materials to our Site, including Documents, you grant to SUREUP™ and its designees a worldwide, non-exclusive, transferable, royalty-free, perpetual right and license, without compensation or further notice to you: to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat) and create derivative works of the contents of such Submission, in any media now known or hereafter developed.

3. For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section and that such Submission and your provision thereof to and through the Site comply with all applicable laws, rules and regulations. You acknowledge that you are solely responsible for verifying any and all information contained in any Submission, including, without limitation, confirming your own data, terms or language, and that is not responsible for correcting any information provided to any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

12. FITNESS FOR USE.

SUREUP™ makes no representation that materials on these pages are appropriate or available for use in any particular location. Those who choose to access these pages do so on their own initiative and are responsible for compliance with local laws.

13. BINDING ARBITRATION.

THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. As precursor to arbitrating any dispute, you must first contact SUREUP™ by email at support@SureUp.com, so that we can work to resolve the dispute. Similarly, we must first contact you at the most recent email address that we have on file for you before bringing a dispute to arbitration. In the event that we cannot resolve a dispute within sixty (60) days of notification by either party or if SUREUP™ is unable to reach you, you do not respond to our efforts to contact you or you fail to engage in good-faith settlement discussions with SUREUP™, then the following procedures shall apply. All disputes arising under or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures"), as amended by the terms of this Agreement. The Supplementary Procedures are available online at www.adr.org. To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in Boston, MA. The arbitrator's decision shall be based upon the substantive laws of the Commonwealth of Massachusetts without regard to its principles of conflicts of law. Arbitration proceedings shall be conducted in English and shall be conducted in a manner that preserves confidentiality. The arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. The award rendered by the arbitrator(s) may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, SUREUP™ may seek injunctive relief in U.S. state or federal courts for protection of its intellectual property rights (including the rights of its licensors), and you agree to exclusive jurisdiction by the federal and state courts located in the Commonwealth of Massachusetts and waive any jurisdictional, venue or inconvenient forum objections to such courts.

14. GENERAL TERMS.

1. Entire Agreement. These Terms of Use constitute the entire agreement between you and SUREUP™ and govern your use of the Site, Materials and/or Services, superseding any prior agreements between you and SUREUP™ with respect to the Site, Materials and/or Services. You also may be subject to additional terms and conditions, e.g., our Privacy Policy, as set forth on our Site or when you use or purchase certain other services, affiliate services or third-party content or third-party services.

2. User Remedies. You acknowledge that, except as expressly provided elsewhere in this Agreement, your only right with respect to any dissatisfaction with any modification or discontinuation of service made by SUREUP™ or any policies or practices in providing this Site, Materials and/or Services, including without limitation any change in content or any change in the amount or type of fees or charges associated with our products, is to cancel your membership. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of our services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of our services or any content or other material used or displayed through our Sites.

3. Choice of Law and Forum. The Terms of Use and the relationship between you and SUREUP™ shall be governed by the laws of the Rhode Island without regard to its conflict of law provisions. You and agree to submit to the personal and exclusive jurisdiction of the courts located within Providence, Rhode Island.

4. Indemnity. You agree to defend, indemnify, and hold SUREUP™ harmless (and its officers, directors, employees and agents) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in

connection with your use of the Site, Materials and/or Services. SUREUP™ shall use reasonable efforts to provide you prompt notice of any such claim, suit, or proceeding and SUREUP™ may assist you, at your expense, in defending any such claim, suit or proceeding.

5. Waiver and Severability of Terms. The failure of SUREUP™ to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use 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 Terms of Use remain in full force and effect.

6. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, Materials and/or Services, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

7. Amendment. SUREUP™ reserves the right to update or amend these Terms of Use at any time without notice by posting Updated Terms of Use to this web page, so you should visit this page often.

8. Term and Termination. This Agreement is effective until terminated. SUREUP™, at its sole discretion, may terminate your access to or use of the Site, at any time and for any reason. Such termination, including deactivation or deletion of your password and user name, and all related information and files associated with it may happen without prior notice. SUREUP™ shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files and shall not be required to make such information or files available to you after any termination. Sections 6-14 shall survive such termination.

9. Notice. For purposes of service messages and notices about the services to you, notice shall consist of an email from SUREUP™ to the email address associated with your account, regardless of any other information we may have. SUREUP™ also may, at its option, communicate with you through your account or through other means including email, mobile number, telephone, or delivery services including the US Postal Service about your account or services associated with SUREUP™. SUREUP™ shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, liability your failure to receive important information about our services.

10. Customer Service. As part of the services SUREUP™ offers, we may make representatives available to our Users to discuss transactional or other issues telephonically or through electronic or written communications. Customer Service Representatives are not permitted and do not have authority to bind the company or to contravene these Terms of Use. In addition, SUREUP™ expressly disclaims any liability for information provided by its customer service representatives to the extent the information is beyond or inconsistent with information set forth herein.

11. Section Titles. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

12. Privacy Information. SUREUP™ recognizes the importance of protecting the information that we collect from customers during the process of using the site. For further information, please review our complete Privacy Policy which is fully incorporated by reference into these Terms of Use. If you have questions about any of the provisions described above, please contact us at support@SureUp.com.