



## USER AGREEMENT (TERM OF USE)

### 1. INTRODUCTION

This Agreement was last updated on August, 2019.

Welcome to the **G2Digital**, (Web-based), on-demand business applications that interoperate with the Digital platforms.

By visiting the G2edge website, you agree that you're visiting and use of the website is governed by the legally binding terms and conditions below (the "Agreement"). If you are entering into this Agreement on behalf of a company or other organization, you represent that you have the authority to bind that company or organization to this Agreement, and the terms "you" and "your" will refer to that company or organization. If you do not have that authority, or if you do not agree with these terms and conditions, you may not use and you must leave the **G2Digital**.

In addition, when using particular G2edge services, you and G2edge shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms of Service ("TOS"). G2edge also may offer other services from time to time that are governed by different Terms of Services.

### 2. DESCRIPTION OF SERVICE

G2edge currently provides users with access to a rich collection of CRM (customer relationship management) and SFA (sales force automation) resources, including, various online tools and services, content and contact management through its network of properties (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for G2edge to provide the Service. You also understand and agree that the service may include certain communications from G2edge, such as service announcements, administrative messages and the G2edge Newsletter, and that these communications are considered part of G2edge membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new G2edge properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that G2edge assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **3. YOUR REGISTRATION OBLIGATIONS**

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or G2edge has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, G2edge has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

### **4. G2edge PRIVACY POLICY**

Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.G2edge.com/privacy.html>.

### **5. MEMBER ACCOUNT, PASSWORD AND SECURITY**

You may receive or create a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify G2edge of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. G2edge cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

### **6. MEMBER CONDUCT**

You understand that all information and data are the sole responsibility of the person from which such Content originated. This means that you, and not G2edge, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. G2edge does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will G2edge be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, including, but not limited to, a G2edge official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- Collect or store personal data about other users.

You acknowledge that G2edge does not pre-screen Content, but that G2edge and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, G2edge and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by G2edge or submitted to G2edge, including without limitation information in G2edge, message boards, file repositories, and in all other parts of the Service.

You acknowledge and agree that G2edge may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of G2edge, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE**

G2edge does not claim ownership of Content you submit or make available for inclusion on the Service. The only Content that you submit to us that we may use includes your Company or individual name and corresponding trademark, logo, or brand identity for our own use in our marketing material, which may include press releases, case studies or any other promotional material which we may publish as it pertains to marketing our product and your Company as our client or customer. You hereby grant that G2edge may use your trade dress, logos, marks, and trade names to use those for the specific purpose of marketing the Services, which may also include any interviews, personal accounts, telephone conversations, emails, or any other communication that you make with our Company in your use of the Service.

## **9. INDEMNITY**

You agree to indemnify and hold G2edge, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

## **10. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **11. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that G2edge may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on G2edge's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that G2edge has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that G2edge reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that G2edge reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **12. MODIFICATIONS TO SERVICE**

G2edge reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that G2edge shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **13. PAID SUBSCRIPTIONS**

For the term of Company's Subscription Period (defined as monthly, pro-rated) and subject to Company's payment of the Subscription Fee (monthly, pro-rated), G2edge Inc. (herein "G2Digital") grants Company: 1) the non-exclusive, non-transferable, nonsublicensable right to use and modify the Software only for

Company's own internal use of the Software and limited to the number of Subscription Users for which Company has paid the applicable fee; 2) the right to receive support pursuant to the Standard Support Services.

During any term of this Agreement, Company grants to G2edge.com a non-transferable, non-exclusive, license to reproduce and display Company's logos, trademarks, trade names and similar identifying material so that G2edge.com may refer to Company as a user of the Software should G2edge.com so desire, such as on the G2edge.com website, in press releases and in other marketing materials.

G2edge.com reserves the right at any time to charge or modify fees for access to portions or whole of any or all of the Services. If at any time G2edge.com requires a fee for any of the Services, you will be given reasonable advance notice of such fees and the opportunity to cancel your membership before such charges are imposed. If you elect not to pay such fees, G2edge.com shall have the right to cease providing such Service to you.

Company shall pay to G2edge.com an amount specified on G2edge.com's website for the number of Subscription Users that Company maintains monthly, pro-rated per diem ("Subscription Fee"). Company shall pay the applicable Subscription Fee for the initial term of the Subscription Period on the Effective Date or the first of every month. Company shall make future fee payments for all Subscription Users due under the terms of this Agreement for renewal terms on each one (1) month anniversary of the Effective Date pro-rated monthly. All fees paid to G2edge.com are non-refundable. G2edge.com reserves the right to modify its fees upon thirty (30) day prior written notice, which may be provided by e-mail. By entering into this Agreement, Company is expressly agreeing that G2edge.com will automatically bill Company's credit card or alternative payment form in the billing frequency established by the length of Company's initial term for renewal fees. The renewal charge will be equal to the number of Users multiplied by the then-current per Subscription User fee pro-rated per-diem. Company agrees to provide G2edge.com with complete and accurate billing and contact information and to update all billing information when it changes. If invoiced by G2edge.com, payments for such invoices are due immediately. G2edge.com may terminate this Agreement and/or Company's access to the subscription if the billing or contact information is false, fraudulent or invalid or for any other reason. Company will also pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any and all other similar taxes and duties, including penalties and interest, imposed by any United States federal, state, provincial or local government entity or any non-US government entity on the transactions contemplated by this Agreement.

During any term of this Agreement, Company shall pay to G2edge.com a fee for any subscriptions for Additional Subscription Users from the previous billing or invoicing period pro-rated per-diem ("Additional Subscription User"). The Additional Subscription User fee shall be assessed at the then-current monthly rate, and shall be due and payable on Company's anniversary date from the Effective Date and will be prorated per-diem to be coterminous with the Initial Subscription Users.

G2edge.com may terminate this Agreement and/or Company's access to the Service so that the Service will cease to function for Company's non-payment of fees that is delinquent. Company may also levy credit card reprocessing fees, activation fees, reactivation fees, fees due to expired or declined cards other than those stated and may also issue levies or fees on unpaid balances equal to or above any of the standard fees. Company may also charge customers additional fees in the case of chargebacks or other fraudulent charges which may incur additional fees at the Company's will. Company agrees that G2edge.com may charge unpaid fees to Company's credit card or otherwise bill Company for unpaid fees as well as levy fees for repeat processing and chargeback fees if applicable. G2edge.com shall be entitled to reimbursement of all reasonable collection costs incurred as a result of unpaid balances including credit card processing fees, reprocessing fees, chargeback fees and other penalty fees.

### **13. TERMINATION**

You agree that G2edge may, under certain circumstances and without prior notice, immediately terminate your G2edge account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical issues or problems, and (f) extended periods of inactivity, and (g) any reason whatsoever. Termination of your G2edge account includes (a) removal of access to all offerings within the Service, including but not limited to G2edge, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in G2edge's sole discretion and that G2edge shall not be liable to you or any third-party for any termination of your account, any associated email address, deletion of data or access to the Service.

### **14. DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that G2edge shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

### **15. LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because G2edge has no control over such sites and resources, you acknowledge and agree that G2edge is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that G2edge shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

### **16. G2edge'S PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by G2edge or advertisers, 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.

G2edge grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service.

You agree not to access the Service by any means other than through the interface that is provided by G2edge for use in accessing the Service.

## **17. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. G2edge EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- G2edge MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM G2edge OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

## **18. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT G2edge SHALL NOT BE LIABLE 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 (EVEN IF G2edge HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (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 SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

## **19. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

## **20. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS**

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 17 and 18 again. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. G2edge and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via

the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

## **21. NOTICE**

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

## **22. COPYRIGHTS and COPYRIGHT AGENTS**

G2edge respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide G2edge's Copyright Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- 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;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

The TOS constitute the entire agreement between you and G2edge and govern your use of the Service, superseding any prior agreements between you and G2edge. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and G2edge shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and G2edge agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California. The failure of G2edge to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. 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 Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

## **25. VIOLATIONS**

Please report any violations of the TOS to [violations@g2edge.com](mailto:violations@g2edge.com)