

Aprium Terms of Service

This agreement (“Agreement”) between Aprium Group LLC, dba Aprium (“Provider,” or “We”) and you (“Subscriber,” “You” or “User”) concerns (i) the use of or subscription to the Aprium Intelligent Premises Management Service (“Services”) which refers to all desktop software, electronic devices, websites, mobile applications, physical products, Application Program Interfaces (APIs), cloud services, software interfaces, automated notifications (including emails, text messages, push notifications or electronic notifications), data storage, and similar or related services provided by Provider or its Affiliates, and (ii) the sale of products, whether related to the services or not (“Products”), which it does now offer or which it may offer in the future. This Agreement (including its schedules) contains the complete and entire understanding and agreement between Provider and Subscriber, and supersedes any previous communications, representations, or agreements, verbal or written, related to the subject matter of this Agreement. This Agreement may not be amended orally, impliedly, or unilaterally by Subscriber, or in any other manner contrary to that permitted by this Agreement.

1. User's Acknowledgment and Acceptance of Terms

Provider provides use of the services, which may be provided in a web based, desktop, mobile and/or other type of interface, and various services with the services to You, the User, subject to your compliance with all the terms, conditions, and notices contained or referenced in this Agreement (the "Terms of Use"), as well as any other written agreement between Provider and Subscriber. When using Provider’s Services or Products, User shall be subject to any posted rules that may contain terms and conditions specific to a service(s) or product(s) in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use. BY USING ONE OR MORE OF PROVIDER’S SERVICES OR PRODUCTS, YOU AGREE TO BE IMMEDIATELY BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS

OF USE, YOU HAVE NO PERMISSION TO USE PROVIDER'S SERVICES OR PRODUCTS AND MUST STOP USING THEM IMMEDIATELY. We expressly reserve the right to change these Terms of Use from time to time on our website, with electronic notice to You. You acknowledge and agree that it is your responsibility to review these Terms of Use from time to time and to familiarize yourself with any modifications posted online. For Subscribers not previously bound by Provider's Terms of Use, these current Terms of Use are effective immediately. For Subscribers that are bound by a prior version of the Terms of Use, this new version of our Terms of Use shall become effective within fourteen (14) days of the date they are posted on our website, <https://Aprium.com/termservice>. Your continued use of our Services and/or products after such modifications become effective will constitute agreement to abide by and be bound by these modified Terms of Use. As used in these Terms of Use, references to Provider's "Affiliates" include its owners, subsidiaries, affiliated companies, employees, officers, and directors involved in creating, producing, marketing, selling, and/or delivering the Services and/or Products.

2. Description of Services

Provider makes various services available to the User including, but not limited to the services, an application that enables businesses to inform and facilitate day to day business operations through notifications, time tracking, checklists, etc., and other like services. Subscriber is responsible for providing, at its own expense, all equipment necessary to use the Services, including hardware (a computer, mobile device, etc.), modem, and Internet access (including payment of all fees associated with such access). Provider reserves the sole right to either modify or discontinue its Services, including restricting access to the services or otherwise, at any time with or without notice to Subscriber. Provider will not be liable for such modifications, restrictions or termination of Services to Subscriber or any third party, in any way, should Provider exercise such right. Any new features that augment or enhance Provider's then-current Services shall also be subject to these Terms of Use and may require an increase in our Fees.

3. Registration Data and Privacy

In order to access some of the Services. You will be required to use an account and password that can be assigned or obtained by completing an online registration form, which requests certain information and data ("Registration Data"). By registering, You agree that all information provided in the Registration Data is true and accurate and that You will maintain and update this information as required in order to keep it current, complete, and accurate. The information We obtain through your use of services, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

(See <https://Aprium.com/privacypolicy>).

4. Subscription Grant

Provider hereby grants to Subscriber, and Subscriber accepts, non transferable permission to use Provider's Services, only as authorized in this Agreement. PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES OR ACCESSING THE SERVICE'S CONTENT. THE CONTENT, AND THE UNDERLYING SOFTWARE USED TO PRODUCE IT ARE BASED ON DATA INPUTTED BY SUBSCRIBERS, ARE COPYRIGHTED AND PROVIDED FOR SUBSCRIBER'S USE. BY ACCESSING OR USING SERVICES CONTENT, SUBSCRIBER IS ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT.

5. Fees for Services

In consideration of the rights granted herein, including receipt of Services and the use of Aprium, Subscriber shall pay Provider the subscription fees included in schedule A ("Fees").

6. Payment Terms

The Fees owed by Subscriber shall be payable in full according to the payment due date stated at Checkout (if relying on this Agreement on the services) or the date of execution of this Agreement (if a hard copy is signed by both parties). Any Fees unpaid thirty (30) days after their due date shall be considered overdue. Provider shall have the right to pursue any remedies available at law or as provided herein and shall be entitled to reimbursement from Subscriber for Provider's costs of collection, including attorney fees, costs and disbursements.

7. Maintenance, Data Backup, Security and Technical Support

Provider will maintain the servers and databases that are required for the services. Provider also will regularly back up all data entered into the services by Subscriber, and encrypt it during transport, to provide privacy and security. Provider has the responsibility to exercise best efforts in securing Subscriber's data in accordance with relevant security standards and industry best practices. Subscriber is entitled to receive any technical support provided by Provider that is set forth in Schedule B. Provider reserves the right to change its technical support guidelines and procedures listed in Schedule B at any time by providing electronic notice to Subscriber. Subscriber's continued use of the services following any changes to Schedule B will constitute acceptance of such changes.

8. Subscriber's Conduct

Subscriber's use of the services is subject to all applicable laws and regulations. Subscriber is solely responsible for the substance of its communications through the services. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to Subscriber on or through the services, Subscriber agrees that it will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Provider's rules or policies;

- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, gender identity, sexual orientation, race, ethnicity, age, disability or any other protected class;

- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

- d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, lottery or gambling;

- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
or

- f. impersonates any person or entity, including any of our employees or representatives.

Provider neither endorses nor assumes any liability for the contents of any material uploaded or submitted by Subscriber or any other user of the services. We do not pre-screen, monitor, or edit the content posted by users

of communications services, chat rooms, message boards, newsgroups, software libraries, lists, or other interactive services that may be available on or through the services. However, We and our agents have the right at our sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules related to User conduct for the services, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against Provider arising out of such removal of content. See "Unauthorized Use of Materials" header below for a description of the procedures to be followed in the event that You believe that content posted on Aprium infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party other than Provider. In addition, You may not use your account to breach the security of another account or otherwise attempt to gain unauthorized access to the data of another user of the services. Not all areas or parts of the services may be available to You or other authorized users of Aprium. You shall not interfere with anyone else's use and enjoyment of Aprium or other similar services. Users who violate systems or network security breach this Agreement and may incur civil and/or criminal liability. You agree that We may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our Services without prior notice to You for violating any of the above provisions. In addition, You acknowledge that We will cooperate fully with government investigations of violations of systems or network security for our services.

9. Third Party Sites and Their Information, Products and Services

Our services may link You to other websites and their products and services on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These other sites linked to Aprium may contain information or material that some people may find inappropriate, inaccurate or offensive. Because any sites linked to Aprium and owned by third parties ("Third Party Websites") are not under our control, You acknowledge that We are not responsible for the accuracy,

copyright compliance, legality, safety, decency, or any other aspect of the content of such Third Party Websites. We also are not responsible for (i) errors or omissions in any references to other parties on Third Party Website, or (ii) for defects in their products and services. The inclusion of such a link or reference is provided merely as a convenience to Subscriber and does not imply endorsement of, or specific business association with, the site or party by Provider, or any warranty of any kind by Provider, either express or implied, as to the fitness and merchantability of the third party products and services. Subscriber acknowledges and agrees that if it chooses any service or product offered on Third Party Web Sites, it has no remedy against Provider for any defects or other issues related to that service or product.

10. Intellectual Property Ownership

Provider's Services include Aprium and its software interfaces that require both Provider and Subscriber to provide content that may be or is considered intellectual property. For purposes of these Terms of Use, "content" is defined as any information, data, communications, software, photos, video, graphics, music, sounds, text, and other material and services that can be viewed on or imputed into Aprium by either Provider or Subscriber. This may include message boards, chat, and other original content.

a. *Provider's Content.* By accepting these Terms of Use, Subscriber acknowledges and agrees that all content developed or distributed by Provider and presented to Subscriber on Aprium is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Aprium Group, LLC and/or its Affiliates. Subscriber is only permitted to use the content as expressly authorized by Provider, or as authorized by the specific content owner in the event Provider includes intellectual property it has obtained from third parties. Except for a single copy made for personal use only, Subscriber may not copy, reproduce, modify, republish, upload, post, transmit, sell, or otherwise distribute any documents or information from Aprium in any form or by any means without prior written permission from Provider or the specific content provider, and Subscriber is

solely responsible for obtaining permission before reusing any copyrighted material that is available on Aprium. Any unauthorized use of the materials provided by Provider and appearing on Aprium may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. Neither Provider, nor its Affiliates, warrant or represent that Subscriber's use of materials Provider has displayed on, or obtained through the services will not infringe the rights of third parties. See "Unauthorized Use of Materials" below for a description of the procedures to be followed in the event that any Subscriber believes that content posted on Provider's services infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

The following are trademarks, registered trademarks, or service marks of Aprium Group, LLC or its Affiliates: Aprium Group and Aprium. Other custom graphics, icons, logos and service names used by Aprium to identify and market its Services are registered trademarks, trademarks or service marks of Aprium Group or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants Subscriber any right to use any trademark, service mark, or logo, associated with Aprium and/or the name of Aprium or their Affiliates.

b. *Subscriber's Content.* Under this Agreement, the Provider is not being contracted to develop custom software or other materials for Company, but merely providing access to its standard Products and Services. Any and all information that is inputted or uploaded by Subscriber in its accounts registered with Provider's services shall remain the sole and exclusive property of Subscriber. However, any ideas, suggestions, feature requests, or usage data given by Subscriber to Provider relating to general software functionality and usage behavior that leads Provider to improve or otherwise alter Aprium and associated Services and products shall be the sole and exclusive property of Provider and may be used by the Provider to improve its Products and Services, unless otherwise agreed to separately in writing by the signatories to this Agreement. Subscriber hereby grants to Provider the right

to use Subscriber's trademark and logo on its website and related marketing materials, for the sole purpose of indicating to third parties that Subscriber is using the Services.

11. Business Confidential Information

During the activities contemplated by this Agreement, Provider may become acquainted with Subscriber's technical, sales, marketing, pricing, or other commercial information that has competitive or other business sensitive implications ("Information") through written, oral or visual means. Subject to the narrow exceptions below, Provider agrees and acknowledges that all such Information is confidential to Subscriber and shall not use the Information, except as required to fulfill its obligations under this Agreement, and shall not disclose the Information to any third parties, including any parent or affiliated company. Provider shall also limit access to the Information within its own organization only to those employees who need to know such Information in order to implement this Agreement and who are expressly obligated to maintain such Information in confidence and in accordance with the restrictions set forth herein. These obligations shall not apply to any Information received by Provider which Provider can reasonably demonstrate (i) was in the public domain at the time of receipt by Provider; (ii) entered the public domain after receipt by Provider, but through no fault of Provider; (iii) was known by Provider prior to its receipt; (iv) is lawfully disclosed to Provider by a third party that was not under an obligation of confidence to Subscriber; (v) which Provider is compelled to disclose by law or legal process, provided Subscriber is given prompt written notice of any such requirement and an opportunity to contest such disclosure; or (vi) is not confidential to the Subscriber because it relates to technical ideas, suggestions, feature requests, or usage data given by Subscriber to Provider relating to general software functionality or usage behavior that leads Provider to improve or otherwise alter Aprium and associated Services.

12. Unauthorized Use of Materials

We respect the intellectual property of others, and we ask You to do the same. If You or any other user of our services You are aware of believes its copyright, trademark or other property rights have been infringed by a posting on Aprium, You or the other user(s) should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- a. Identify in sufficient detail the intellectual property (e.g., copyrighted work) that You believe has been infringed upon (or other information sufficient to specify the intellectual property being infringed).
- b. Identify the material that You claim is infringing the intellectual property listed in item (a) above.
- c. Provide information reasonably sufficient to permit Provider to contact You (email address is preferred).
- d. Provide information, if possible, sufficient to permit Us to notify the owner/administrator (if not Aprium) of the allegedly infringing webpage or other content that is part of, posted on or linked to Aprium (email address is preferred).
- e. Include the following statement: "I have a good faith belief that use of the materials described above as allegedly infringing is not authorized by the intellectual property owner, its agent, or the law. I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

f. Sign the paper and send the written communication to the following address:

Designated Agent for Claimed Infringement

Aprium Group LLC

1250 Elizabeth Ave., Ste. 1-4

West Palm Beach, FL 33401

You acknowledge and agree that upon receipt of a notice of a claim of copyright or other intellectual property infringement, We may immediately remove the identified materials from the services without liability to You or any other party and that the claims of the complaining party and the party that originally posted the materials may be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act (assuming the issue is copyright infringement).

13. Disclaimer of Warranties

APRIUM AND, MORE BROADLY, ALL OF PROVIDER'S SERVICES AND PRODUCTS, AND ALL CONTENT CONTAINED WITHIN OR RELATED TO APRIUM ("CONTENT"), ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) APRIUM, ITS CONTENT, AND, MORE BROADLY, ALL THE PROVIDER'S SERVICES AND PRODUCTS WILL MEET SUBSCRIBER'S REQUIREMENTS, (B) THE SERVICES, INCLUDING APRIUM AND ITS CONTENT, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE PRODUCTS ARE FREE FROM ANY MANUFACTURING, DESIGN OR OTHER DEFECTS, (D) RESULTS THAT

MAY BE OBTAINED FROM THE USE OF ITS CONTENT, AND MORE BROADLY PROVIDER'S SERVICES AND PRODUCTS, WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (E) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY SUBSCRIBER FROM THE SERVICES, PROVIDER AND/OR AFFILIATES, WILL MEET SUBSCRIBER'S EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. THE SERVICES AND ITS CONTENT COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. PROVIDER MAY MAKE CHANGES TO APRIUM, ITS CONTENT, AND MORE BROADLY ITS SERVICES AND PRODUCTS, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SERVICES OR PRODUCTS LISTED ON APRIUM, AT ANY TIME. THE CONTENT OF APRIUM MAY BE OUT OF DATE, AND PROVIDER MAKES NO COMMITMENT TO UPDATE IT. USE OF APRIUM, ITS CONTENT, AND MORE BROADLY PROVIDER'S SERVICES, AND/OR THE DOWNLOADING, ACCESSING OF OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE SERVICES, IS DONE AT SUBSCRIBER'S OWN DISCRETION AND RISK AND WITH SUBSCRIBER'S AGREEMENT THAT IT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM, LOSS OF DATA, LOSS OF PROFITS, OR OTHER COSTS INCURRED FROM SUCH ACTIVITIES. The content on Aprium has been prepared and/or obtained for general business and information purposes only and is not intended to provide legal, financial, medical, tax, or professional advice. Through the use of Aprium, Subscriber may have the opportunity to engage in commercial transactions with other users and vendors. Subscriber acknowledges that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and Subscriber. PROVIDER MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SERVICES, AND SUBSCRIBER UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT ITS OWN RISK. ANY

WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH APRIUM FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY PROVIDER OR ANY OF ITS AFFILIATES. Content available through Aprium may represent the opinions and judgments of an information provider, Aprium user, or other person or entity not legally connected with PROVIDER. Subscriber does not endorse, nor is it responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Aprium spokesperson speaking in his/her official capacity. Subscriber understands and agrees that temporary interruptions of the services may occur as normal events. Subscriber further understands and agrees that Provider has no control over either third party web sites Subscriber may access in the course of its use of the services or the electrical power sources supporting those networks, and therefore, delays and disruption of other network transmissions are completely beyond Provider's control. Subscriber understands and agrees that Provider's Services available to Subscriber are provided "AS IS" and that Provider assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any User communications or personalization settings. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability

In no event shall Provider or its Affiliates be liable for any direct, indirect, incidental, consequential, compensatory, special, exemplary, or punitive damages, including any damages resulting from lost or exposed data or lost profits arising from the use of Aprium, its content, and more broadly Provider's Products and other Services, even if Provider has been advised of the possibility of such damages as a result of their use. As part of this limitation of liability, Provider shall not be liable for any damages Subscriber may suffer from the use of Provider's Services and/or Products, including Aprium, its content, lost data entered into Aprium, or otherwise. The foregoing limitation

of liability shall apply whether the claim is based upon principles of contract, warranty, negligence, or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SUBSCRIBER. In such cases, Provider's maximum aggregate liability (whether in contract, tort or any other form of liability) for damages or loss, howsoever arising or caused, whether or not arising from Provider's negligence, shall in no event be greater than the Set Up and Subscription Fees specified in Schedule A of this Agreement and the total value of any defective component / product.

15. Indemnification

Upon a request by Provider, Subscriber agrees to defend, indemnify, and hold Provider and its Affiliates harmless from all liabilities, claims, costs, and expenses, including attorney's fees, which arise from Subscriber's use or misuse of the services. Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subscriber, in which event Subscriber will cooperate with Provider in asserting any available defenses.

16. Subscriber's Account and Password

Subscriber is solely responsible for maintaining the confidentiality of its password, account and for any and all statements made and acts or omissions that occur through the use of its password and account. Therefore, Subscriber must take all necessary steps to ensure that others do not gain access to its password and account. Provider's personnel will never ask Subscriber for its password. Subscriber may not transfer or share its account with anyone, and Provider reserves the right to immediately terminate Subscriber's account if it does transfer or share its account.

17. Participation in Promotions

From time to time, the services may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on Aprium. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between You and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

18. E-mail, Messaging, Blogging, and Chat Services

We may make email, messaging, blogging, or chat services (collectively, "Communications") available to users of the services, either directly or through a third-party provider. In those cases, We may make available separate supplemental agreements characterizing the relationship between You and We that, except where expressly noted, includes these Terms of Use. We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as otherwise required by law or by court or governmental order. Further information is available in our Privacy Policy. We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that We deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and We will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked. Mailboxes may have a limited storage capacity. If You exceed the maximum permitted storage space, We may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

19. International Use

Although the services may be accessible worldwide, accessing the services from territories where its content is illegal is prohibited. Those who choose to access the services from other locations outside of the United States do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the services is void where prohibited by applicable law.

20. Termination of Use of Services

Subscriber agrees that Provider may, in its sole discretion and upon reasonable notice, terminate or suspend Subscriber's access to all or part of Aprium; provided, however, that where Subscriber breaches these Terms of Use no notice is required to terminate the Agreement, including access to the services. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. Upon termination or suspension, regardless of the reasons therefore, Subscriber's right to use the Services available on Aprium immediately ceases, and Subscriber acknowledges and agrees that Provider may immediately deactivate or delete Subscriber's account and all related information and files in its account and/or bar any further access to such files or the services. Provider shall not be liable to Subscriber or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by Provider in connection with such termination or suspension. If Provider terminates its Services for reasons other than illegal acts or breach of this Agreement by Subscriber, Provider will reimburse Subscriber for any Subscription Fees already paid on a pro rata basis. Termination is not an exclusive remedy for Provider and all other remedies will be available whether or not termination occurs. Subscriber also may terminate this Agreement at any time and for any reason, and in such case, Subscriber is entitled to a pro rata refund of the Subscription Fees that have been paid based on unused entire months of Subscriber's subscription period. However, any promotional credits not paid for, but earned based on referrals or otherwise, are not refundable.

21. Governing Law

The services (excluding any linked sites) is controlled by Provider from its offices within the State of Florida, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing the services both parties agree that the statutes and laws of the State of Florida, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of Aprium and the purchase of Products and Services available through Aprium. Each party agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the State of Florida with respect to such matters.

22. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to Provider must be sent to the attention of Customer Service at support@aprium.com, if by email, or to Aprium LLC, 1250 Elizabeth Ave., Ste. 1-4, West Palm Beach, FL 33401, if by conventional mail. Notices to Subscriber may be sent to the physical or electronic mailing address supplied by Subscriber as part of its Registration Data. In addition, Provider may broadcast notices via email or messages through the services to inform Subscriber of changes to the services or other matters of importance, and such broadcasts shall constitute notice to You at the time of sending.

23. Disputes Between Provider and Subscriber

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by the Subscriber against Provider or its Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred. Any failure by Provider to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

24. Prohibited Acts

Provider reserves the right to deny access to the services to any person or to terminate this Agreement if Provider reasonably believes that it is not being used for its intended purpose, including the violation of any provision of this Agreement or of applicable law and/or the occurrence of one or more of the following prohibited acts:

- Subscriber will not assign its rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. Subscriber agrees that it will not assign, sublicense, transfer, pledge, sell, resell, reproduce, lease, rent, lend, or otherwise share the services content, or reproduce the services design or functionality or any part thereof, or share its rights under this Agreement, including passwords, email addresses, and usernames, with others outside of its legal entity. This prohibition does not apply to Subscriber's employees or insurance agent who may need access to the services or its content and underlying data to adequately insure its equipment. Subscriber agrees that it will not disassemble, reverse engineer, decompile, convert to another programming language, or otherwise translate the software used for the services, and that Subscriber will not rent, lease, or lend the content, or any component of it, in violation of 17 U.S.C. §§ 109(b)(1).
- Except as authorized in this Agreement, no copies of Aprium or any portions thereof may be made by Subscriber or any person under its authority or control. Subscriber agrees that it will not alter, publish, copy, cut, modify or transform the services content, or any component of it, in any form to any storage medium, known or unknown, for any purpose whatsoever, except as authorized. Subscriber will be held legally responsible for any trademark, patent, and/or copyright infringement or damages to Provider that are caused or encouraged by Subscriber's failure to abide by the terms of this Agreement.
- Although individual accounts on Aprium are segregated and secured, Subscriber agrees not to access, or attempt to access, the data and content

on Aprium that are provided by others. Subscriber also agrees not to allow children under 13 years of age to use the services, including entering its own data on Aprium.

25. Privacy Policy

By using Aprium, Subscriber agrees to the collection and use of its information by Provider in accordance with the Privacy Policy stated on in the Services. As noted in that policy, Provider reserves the right to change the terms of its Privacy Policy at any time. Subscriber's continued use of the services following any changes to this Privacy Policy will constitute its acceptance of such changes.

26. Information Collected Automatically

In some cases, the services automatically (i.e., not via registration) collects technical information when You, the Subscriber, connects to the services. Examples of this type of information include the type of internet browser You are using, the type of computer operating system You are using, and the domain name of the website from which You linked to our site. Also, when You use the services, some information may be stored on your computer in the form of a "cookie" or similar mechanism. You consent to the automatic collection of such information through your use of our Services.

27. Severability

If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement with regard to that term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

28. Force Majeure

In addition to the **Disclaimer of Warranties** and **Limitation of Liability** provisions (Sections 13 and 14 above), Provider shall also not be held responsible for any failure of performance to make timely delivery of all or any part of its Services and products in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, power shortage, network interruption, water or other damage to or destruction of, in whole or in part, the Provider's offices, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of Provider, which causes delays or hinders the delivery of Services and its products. Provider shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

Schedule A – Subscription Fees for Services

Subscriber is subject to Set Up and Subscription Fees set forth on the Aprium website that must be paid on a timely basis. Accounts are considered delinquent and may be either fully or partially suspended when payment of the Fees is overdue by 21 calendar days. The Provider makes no guarantee to retain data for delinquent accounts. Delinquent accounts may be reactivated, if the data has still been retained by the Provider, by paying all outstanding Subscription Fees. The Subscription Fees are subject to change with advanced notice, and may increase periodically due to improvements to Services or otherwise. Subscriber will not be required to pay any additional fees or a difference in price due to an increase in the Subscription Fees for time already paid for. Credits for additional use may be available via referrals and other promotions as advertised on Aprium or Provider's website.

Schedule B – Technical Support

Provider agrees and is pleased to provide technical support, which is based on the availability of technical support staff.

This document was last updated on December 1st, 2018.