

## Terms of Service Agreement

### 1Konnection Terms of Services Agreement, version 06012023

*Effective June 01, 2023*

THIS IS A BINDING CONTRACT; PLEASE READ THESE TERMS OF USE CAREFULLY. YOUR ACCESS AND USE OF THE SITES CONSTITUTE YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE. WE MAY UPDATE THESE TERMS OF USE FROM TIME TO TIME AND YOUR CONTINUED USE OF THE SITES AFTER SUCH UPDATES CONSTITUTE YOUR ACCEPTANCE OF SUCH UPDATES. IF YOU DO NOT AGREE WITH THESE TERMS OF USE YOU MUST IMMEDIATELY CEASE ACCESSING AND USING THE SITES. IF YOU ARE ACCESSING THE SITES ON BEHALF OF AN ORGANIZATION OR ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO ENTER INTO THESE TERMS OF USE AND TO BIND SUCH ORGANIZATION OR ENTITY TO THESE TERMS OF USE.

**TERMS OF SERVICES** This Terms of Service ("**Terms**") and the attached or referenced Schedules are a binding contract between 1Konnection Technologies, Inc., a Delaware corporation with its principal place of business located at 1065 SW 8th Street, #1303, Miami, FL 33130 ("**1Konnection**", "**we**", "**us**" or "**our**") and the entity ("**you**", "**your**", "**User**", and "**Users**") and their authorized users ("**Authorized Users**") agreeing to these Terms.

#### 1. SERVICES

1Konnection provides Users with access to a proprietary electronic system ("**Service**" or "**System**") that allows the Users to access certain features and functionality through a web and mobile interface on 1Konnection's website, mobile application, and technology infrastructure. Users may provide information to our System in respect of offering such Users services or goods (collectively, "**Listings**").

These Terms of Use go into effect on the first date on which you access the Sites (the "**Effective Date**"), located at [www.1konnection.com](http://www.1konnection.com) and all other 1Konnection-owned and/or -operated websites, including without limitation areas of these sites requiring user credentials to access (collectively, "**Site**" or "**Sites**"). These Terms of Use also apply to any blogs, community forums, chat conversations, chat rooms, discussion sites, FAQs, or knowledge centers that 1Konnection may make available from time to time ("**Online Community**"), where you may upload, download, share, email, post, publish, transmit, or make available certain content (collectively, "**Content**").

The Online Community does not include the Data Room ("**Data Room**") where users may upload and/or download confidential information regarding a user's ("**Deal Information**"). Provisions specific to the Data Room and the treatment of Deal Information are expressly referenced in these Terms of Use. 1Konnection will use

appropriate technical and administrative safeguards to maintain the integrity of Deal Information and will not share Deal Information. In the event that some areas of the Sites have additional terms and conditions that apply to your access to or use of that area of the Sites (collectively, “**Additional Terms**”), such Additional Terms will be made available on such areas of the Sites and are hereby incorporated by reference into these Terms of Use. In the event of a conflict between these Terms of Use and the Additional Terms, the Additional Terms will control with respect to the subject matter of such conflict. You represent and warrant that any Content or Deal Information you provide on or through the Sites is, to your reasonable knowledge, true, accurate, and complete. In the event you later determine such Content or Deal Information is not true, accurate and complete, you will use best efforts to update or modify such Content or Deal Information such that it is true, accurate, and complete. Failure to comply with this section constitutes a material breach of these Terms.

In order to use our Service, you must be at least age of majority in your jurisdiction of residence and have the capacity to form a legally binding contract with 1Konnection. If you are entering into these Terms on behalf of a company or other legal entity, (a) you represent that you have the authority to bind such entity to these Terms, in which case the terms “User”, “Users,” “you”, or “your” shall refer to such company or entity, and (b) you agree that the employees, officers, representatives and other agents of such company or entity accessing the Service are duly authorized to access the Service and to legally bind such company or entity to these Terms. If you do not have such authority, you must not use the Service on behalf of such entity.

By using the Service, you signify your agreement to be bound by these Terms, including all Schedules attached or referenced in these Terms and acknowledge and accept the privacy practices described in our Privacy Policy, which are incorporated by reference. If you do not agree to these Terms and Schedules or agree to the practices described in our Privacy Policy, please do not use the Service.

Our Service is available to users who subscribe to our Service. Users are entitled to create or claim accounts (“**Accounts**”) and respond to other users. Users may at any time subscribe for additional Services in accordance with the packages and fees set out in “Packages and Fees”, or as otherwise negotiated with 1Konnection.

Users agree that they are responsible for, and agree to abide by, all federal laws, including all statutes, common law and regulations, and all amendments made thereunder, applicable in connection with you providing services via or your use of the Service, and any agreement or transaction you enter into on the Site or in connection with your use of the Service, including without limitation, the California Consumer Privacy Act (collectively, “**Applicable Laws**”).

Users are responsible for all acts and omissions of their Authorized Users. Any act or omission by an Authorized User that would constitute a breach of these Terms if taken

by a User will be deemed a breach of these terms by such User. Users will use all reasonable efforts to make all Authorized Users aware of these Terms as applicable to such Authorized Users use of the Service and will cause Authorized Users to comply with such provisions.

1Konnection is not a party to any agreement or other transaction among users. This is true even if the Site offers to facilitate payment, or provides other tools or services to allow such parties to communicate with each other and enter into agreements or other transactions with each other. As a result, any part of an actual or potential transaction for goods or services between users, including the quality, safety or legality of any goods or services provided, the truth or accuracy of any representations made in connection with such goods or services (including the content thereof or any reviews), the ability of users to provide their services or the ability of users to contract for such services are solely the responsibility of each User. You acknowledge and agree that you may be required to enter into your own separate agreements, waivers or terms and conditions with users before providing/acquiring such goods or services.

While we do take certain measures with a goal to assist Users to avoid potentially fraudulent or other illegal activity of which we become aware, we assume no liability or obligation to take any such measures or actions. When we provide warnings or messages to Users about any such activity, we do not warrant that such messages are accurate or that such messages will reach any or all users they should have reached in a timely manner or at all or that such messages or measures will prevent any harm or otherwise have any impact.

## **2. ACCOUNT & IDENTITY VERIFICATION**

The Sites may require you to create an account, or to use federated authentication, to access the full range of features of the Sites, including areas of the Sites that require user credentials to access, including without limitation the Data Room. Access to and use of password-protected or secure areas of the Sites are restricted to authorized users with a registered account only. You agree not to share your password(s), account information, or access to the Sites with any other person or entity. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Sites. You agree to inform 1Konnection immediately of:

- i. any use of your password(s) or account(s) that you did not authorize; or
- ii. that is not authorized by these Terms of Use; or
- iii. any breach of security related to your account or the Sites.

There is no guarantee that you will be accepted as a registered user of the Service. We reserve the right to deny you access to the Service or any part thereof, in order to comply with Applicable Law, or to maintain or restore security or performance to the

Service. We may also do so if we reasonably believe you are in breach of these Terms or your Account has been or may be used by an unauthorized person.

Further, we may, without notice to you, suspend or cancel your Service at any time if we suspect, in our sole discretion, that your Account is being used in an unauthorized or fraudulent manner. In addition, should we ask a user for proof of identification, and that identification is not submitted in the allotted time, we reserve the right, in our sole discretion, to cancel any transaction associated with that user and/or to cancel any Account associated with that user.

We reserve the right to suspend any Account for investigation with respect to compliance with these Terms and to terminate any account where we find that the account is being used in breach of these Terms.

### **3. USER REQUIREMENTS**

In the interest of the Users using our Service:

Each User agrees that you will make commercially reasonable efforts to respond to other Users and provide lead and deal status updates to the System.

Each User agrees to make commercially reasonable efforts to provide their respective products or services in respect to their Listing upon a "Transaction", as set out below under the "Success Fee" heading.

Each User agrees to designate at least one (1) employee with knowledge of Users business as its primary contact to be available for communication with 1Kconnection in providing the Services; and

- i. provide 1Kconnection with accurate and complete information and timely decisions and approvals, upon which 1Kconnection will be entitled to rely; and
- ii. provide 1Kconnection with such assistance and access as 1Kconnection may reasonably request, including by making available to 1Kconnection, at no charge, all personnel, information, and services reasonably required by 1Kconnection for the performance of the Services.

### **4. PACKAGES AND FEES**

#### **Success Fee**

To access and use our Service you agree to pay a success fee to 1Kconnection. Upon being awarded a contract or the closing of a transaction (collectively, "**Transaction**") through our Service, Users will be charged a success fee in

accordance with the “**Success Fee Structure**” table below the “**Success Fee**” heading, payable in accordance with the “**Invoice Terms**” below.

The “**Total Contract Value**” or “**TCV**” means the total amount of money that will be earned by the User under the Transaction over the entire contract term, excluding applicable sales taxes.

Where it is not possible to ascertain the total amount of money that will be earned by the User at the outset of the Transaction (for example, variable rate contracts), 1Konnection will, in its discretion, calculate the Total Contract Value based on a reasonable estimate. If total amount of money actually earned by the User under the Transaction is greater than the estimate, 1Konnection will issue an invoice for any deficiency.

Additionally, if the User has a Transaction through our Service within twelve (12) months of using our Service, the User will be responsible to pay the Success Fee to 1Konnection.

### **Success Fee Structure**

**10% of the TCV.**

**The following example is provided for illustrative purposes only and is not meant to be a substitute for the terms above. If a User has a Transaction with a TCV of \$500,000 the total Success Fee payable to 1Konnection would be \$50,000.**

### **Invoice Terms**

1Konnection will issue an invoice(s) to the applicable User in accordance with the following terms:

- i. If the terms of a completed transaction provide for a lump-sum payment to the User, 1Konnection will issue one invoice in respect of the Success Fee to the User.
- ii. If the terms of a completed transaction provide for payment to the User in intervals or on a periodic or continuous basis, 1Konnection will issue invoices in respect of the Success Fee in intervals, reflecting the payment structure in the awarded contract.
- iii. If a completed transaction is terminated without the fault of the User, the Success Fee will be calculated based on the Total Contract Value that was actually earned by the User.

All invoices must be paid within 30 days of issuance. You agree to pay interest on all late payments at the lesser of the rate of 8% per annum or the highest rate permitted under applicable law.

You agree to reimburse 1Konnection for all costs incurred in collecting any late payments, including, without limitation, legal fees.

### **Subscription Fees**

Subscription rates are set at the time you entered into the subscription or renewal. Such subscription rates are subject to change without approval. 1Konnection will notify customers of any changes to subscription rates. For subscriptions, the rates in effect at the time of your next subscription renewal will govern such renewal.

1Konnection will automatically renew your subscription at the then-current rates, unless you cancel your subscription at least 30 days before the end of the then-current term, or your subscription is terminated under these Terms.

Unless otherwise stated, all fees are quoted and billed in U.S. dollars.

Payment processing services are provided by Stripe and are subject to the Stripe Terms of Service (**collectively, the “Stripe Services Agreement”**). You agree to pay all fees charged through Stripe, cheque, or any other payment method acceptable to 1Konnection. By agreeing to these Terms or continuing to operate as an Account holder on the Site, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of 1Konnection enabling payment processing services through Stripe, you agree to provide 1Konnection accurate and complete information about you and your business, and you authorize 1Konnection to share it and transaction information related to your use of the payment processing services provided by Stripe, with Stripe.

### **General**

You are responsible for paying Success Fees or Subscription Fees, as applicable, and applicable taxes in a timely manner with a valid payment method acceptable to 1Konnection. If your payment method fails or is not accurate, current, and complete and you do not promptly update such information, we may suspend or terminate your Account, remove your Listing and refuse your use of the Service.

### **No Refunds**

The Service is billed in advance on a monthly or annual basis, depending on the Subscription, and is non-refundable, unless otherwise provided by 1Konnection in its sole discretion. There will be no refunds or credits for partial months of service,

upgrade or downgrade refunds, or refunds for months unused with an open Account.

## 5. USER DATA & AGGREGATED STATISTICS

As between 1Kconnection and users of our Service, Users own all right, title, and interest, including all intellectual property rights, in and to the User Data. **“User Data”** means, other than Aggregated Statistics (as defined below), information, data and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Users through the Service. You hereby grant to 1Kconnection a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the User Data and perform all acts with respect to the User Data as may be necessary for 1Kconnection to provide the Service, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display User Data incorporated within the Aggregated Statistics.

Notwithstanding anything to the contrary in these Terms, 1Kconnection may monitor Users use of the Service and collect and compile Aggregated Statistics. **“Aggregated Statistics”** means data and information related to Users use of the Service that is used by 1Kconnection in an aggregate and/or anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service. As between 1Kconnection and the User, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by 1Kconnection. User acknowledges that 1Kconnection may compile Aggregated Statistics based on User data input into the Service. User agrees that 1Kconnection may (i) make Aggregated Statistics publicly available in compliance with Applicable Laws, and (ii) use Aggregated Statistics to the extent and in the manner not prohibited under Applicable Laws; provided that such Aggregated Statistics do not identify User or user’s confidential information.

## 6. INTELLECTUAL PROPERTY

The Site, including without limitation all software, algorithms, protocols, and interfaces associated therewith, and all intellectual property associated with the Service (including but not limited to copyrights, inventions, patents, trademarks, trade secrets, industrial designs) are owned or licensed by 1Kconnection. Nothing in these Terms confers upon you any ownership interest in any aspect of the Site or Service or any intellectual property right associated with the Site or Service.

**“1Kconnection”** and **“1Kconnection.com”** are trademarks of 1Kconnection. The names and logos of other companies listed on the Site are trademarks of their respective owners. Nothing in these Terms confers upon you any interest of any kind in these marks. Our trademarks and trade dress may not be used in any manner for any purpose without our express written consent.

1Konnection does not permit, condone, or tolerate the listing or posting of any Content on the Site that infringes any third-party rights. By submitting your Listing, you hereby represent and warrant that such Listing does not infringe any person's intellectual property, including without limitation, copyright. 1Konnection will terminate the Account in appropriate circumstances, of a user who is the source of repeat infringement of copyright. Should you become aware of or suspect any copyright infringement on this Site, please notify us immediately as set out below under the "**Contact Us**" heading.

The trademarks, service marks, logos, and domain names referenced on the Sites are either common-law service marks or trademarks, or registered service marks or trademarks of 1Konnection (collectively, the "**Marks**") and are protected by Applicable Laws. Other names of actual companies and products mentioned on the Sites may be the trademarks of their respective owners and reference to them does not suggest sponsorship, endorsement, or association with 1Konnection, other than that they may have been given access to the Sites and the Online Community. No logo, graphic, sound, or image from the Sites may be copied or re-transmitted unless expressly permitted in writing by 1Konnection. Nothing contained on the Sites should be construed as granting any license or right to use any of 1Konnection's Marks or its affiliates' or suppliers' trade names, trademarks or service marks without 1Konnection's express prior written consent in each instance.

## **7. LIMITED LICENSE TO USE THE SERVICE**

Provided you adhere to all of the Terms applicable to you, 1Konnection grants you a limited, non-exclusive, non-transferable, freely revocable license to use the Site and the Service. 1Konnection may terminate this license at our sole discretion, at any time for any reason or no reason. Any unauthorized use of the Site or Service will violate these Terms and may violate Applicable Law. 1Konnection reserves all of our rights in respect of such violations, including our rights to pursue any available legal or equitable remedy or recourse and seek recovery from you for the expense of so doing. 1Konnection reserves all rights not expressly granted to Users in these Terms.

## **8. NO UNLAWFUL OR PROHIBITED USE**

**System Restrictions & Monitoring.** User shall (a) be responsible for its Users' compliance with this Agreement, (b) use commercially reasonable efforts to prevent unauthorized access to or use of the System, and notify 1Konnection promptly of any such unauthorized access or use, and (c) use the System only in accordance with the documentation made available by 1Konnection and with applicable laws and government regulations. Additionally, User shall not: (i) make the System available to anyone other than Users; (ii) sell, resell, rent or lease the System; (iii) use the System to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the System to



store or transmit viruses or malicious code; (v) interfere with or disrupt the integrity or performance of the System; (vi) attempt to gain unauthorized access to the System or any related systems, software or networks (vii) or de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce the System to human-readable form or attempt to access the source code of the System; or (viii) use or view the System to create a product or service that is competitive with the System (The preceding (i) – (viii) collectively, the “**Restrictions**”). 1Konnection shall have the right (but not the obligation) to monitor User’s and Users’ use of the System to confirm User’s Users’ compliance with the terms of this Agreement, it being understood that such monitoring shall not require any additional information or efforts by User and shall not interfere with User’s use of the System.

**Cheating and Hacking.** You agree that you will not use cheats, exploits, automation software, bots, hacks, mods or any unauthorized software designed to modify or interfere with the Services or otherwise interfere with or damage the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, spyware, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology. You shall not disrupt, overburden, or aid or assist in the disruption or overburdening of: (i) any computer or server used to offer or support the Services; or (ii) the enjoyment of the Services by any other person.

**Data Collection and Automated Use.** You agree not to harvest or collect personal data about other users of the Services or to systematically retrieve data or other Content from the Services or other 1Konnection properties to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods or through the use of bots, crawlers, spiders, or otherwise. You shall not make any automated use of the Services or bypass any robot exclusion headers or measures.

## **9. LIMITATIONS ON COMMUNICATIONS AND USE OF OTHER USER’S INFORMATION**

We provide Users our chat feature as a convenience to send messages to each other through the Site. We encourage open communication between our users’ but you agree and we require users to agree to not use our Services to send spam, offers to book Users’ services off the Site, threats, profanity or hate.

You acknowledge and agree that 1Konnection may (but is not obligated to) monitor messages sent through the Site and between Users, including the content of those messages, for fraud, abuse, spam, and other violations of our policies.

You acknowledge and agree the Sites and your access or use of the Sites, including submission of any “User-Contributed Content”, shall not be construed to create any employer-employee, agency, joint venture, or partner relationship with 1Konnection.

You agree that you will not: Share, post, transmit, or otherwise make available through or in connection with the Sites: Anything that is or may be (a) threatening, harassing, degrading, or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, or otherwise objectionable; or (e) protected by copyright, trademark, or other proprietary right without the express prior consent of the owner of such right. Any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense. Any malicious code, virus, worm, Trojan horse, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware, software or telecommunications device. Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," investment scheme, or any other form of solicitation. Use the Sites for any fraudulent or unlawful purpose. Harvest or collect Personal Data about other users of the Sites. Impersonate any person or entity, including any representative of 1Konnection or its affiliates; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that 1Konnection endorses any statement you make or any product or service that you or your organization may make available to your customers.

In all cases, you must give users an opportunity to remove their information from your address book or database or other records and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another user to any third party without the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss or unauthorized transfer of such information.

We do not approve the use of our Site or Services to send spam or unsolicited commercial electronic communications of any kind. Therefore, without limiting the foregoing, you are not licensed to add a Site user to your mailing list (email or physical mail) without the user's express consent or as otherwise permitted by Applicable Law. You may not use any tool or service on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms. You are solely responsible for any communications you send through our Site and Services, and our provision of the chat feature does not make us responsible or liable for your or others' use or misuse of that feature.

**IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONAL INFORMATION PUBLICLY AVAILABLE IN THE ONLINE COMMUNITY OR OTHERWISE ON THE SITE, YOU DO SO AT YOUR OWN RISK.**

## 10. RESPONSIBILITY FOR LISTINGS, REVIEWS, AND OTHER USER-CONTRIBUTED CONTENT

We have no duty to pre-screen Content posted on the Site by Users, whether directly contributed by the user or contributed by us or a third party on behalf of the user, including, without limitation, Listings, ratings, reviews, content exchanged on the 1Konnection chat or any other content provided by a user to the Site (collectively, “**User-Contributed Content**”). We are not responsible for User-Contributed Content. “User-Contributed Content” also includes information that a user or any other person provided to a third-party website or mobile application that is then provided to our Site by a tool we offer or any other exchange of User-Contributed Content we have authorized.

We reserve the right, in our sole discretion, to decline to permit the posting on the Site of, or to remove from the Site, any User-Contributed Content that fails to meet the content requirements as required in the Listing set up, which are incorporated by reference into these Terms, any other guidelines posted on the Site or if it otherwise violates these Terms, each as determined in our discretion. We may also remove User-Contributed Content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, have been apparently breached in respect of such content, as determined in our discretion. Finally, we reserve the right, but do not assume the obligation, to edit a user’s content or User-Contributed Content in a non-substantive manner solely to cause the content to comply with formatting or information requirements or to provide services to users to create or improve Listings (such as translation services), in accordance with information we have about the services listed. Users remain responsible for reviewing their User-Contributed Content to ensure it is accurate and not misleading. At a minimum, User-Contributed Content must (as determined by us in our discretion):

- i. not infringe anyone’s rights, including but limited to copyright and rights of publicity and privacy, violate the law or otherwise be inappropriate;
- ii. not include personal information of another that can be used to identify or contact any person;
- iii. not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- iv. be directly related to the Site, business service, product or forum where the content is submitted;
- v. not be obscene, abusive, discriminatory or illegal; or
- vi. not be false or misleading.

All Listings on the Site are the sole responsibility of the applicable User and we specifically disclaim any and all liability arising from the alleged inaccuracies related to the Listings, reviews or any alleged breaches of contract on a user’s part. Users are solely responsible for keeping their Listing up to date on the Site, including, but not

limited to, any and all representations about their business and the services they provide, location of their office(s), prices for their services and/or products. We do not represent or warrant that any of the Listing copy, content, qualifications, reviews or pricing information published on the Site is accurate or up to date.

We also may from time to time create new descriptions or otherwise change the location or geographic descriptions we use to identify Listings and search results. Consequently, we may change the location or geographic description associated with any Listing at any time without notice. However, we assume no responsibility to verify Listing content or the accuracy of the location. Users and user's are solely responsible for ensuring the accuracy of location, geographic and other content, and location or geographic descriptions, and agree to promptly correct (or contact us to correct) any inaccuracy and Users are solely responsible for verifying the accuracy of such content and descriptions.

All other User-Contributed Content is the sole responsibility of the user who contributed such content, whether such user contributed the content directly or through a third-party website. Users are solely responsible for their User-Contributed Content and we specifically disclaim all liability for User-Contributed Content. The user represents and warrants that the user owns or otherwise controls and has all necessary legal rights to the user's submission and the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the User-Contributed Content. We reserve the right to request a proof of ownership or permission, and to refuse to post User-Contributed Content without such proof or if such proof is, in our sole discretion, insufficient.

By submitting or authorizing User-Contributed Content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your User-Contributed Content, in connection with our Service or the business of our affiliates. Additionally, you understand and agree that User-Contributed Content that you upload to the Site that is displayed on the Site may continue to appear on the Site even after you have deactivated your Site account or terminated these Terms, as portions of User-Contributed Content that you upload to the Site may have been incorporated into other Site features, including, but not limited to, user profiles, building profiles, rating and reviews and other features.

You further grant us and our affiliates the ability to register copyright in and protect the User-Contributed Content, including the images, copy, and content available via any user's Listing, from the unauthorized use of the User-Contributed Content by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek

injunctive relief to protect such material on behalf of and in your name. You further agree to appear and assist us—at our expense and control—with protecting such copyrighted material from unauthorized redistribution.

You agree that we may sublicense all the rights granted to us under these Terms to one or more third parties we may contract with to display all or part of the user's Listing or otherwise provide promotional or other services related to our business. In the event that you retain any rights of attribution, integrity or any other moral rights in any User-Contributed Content, you hereby waive your right to assert these or to require that any personal information be used in connection with the User-Contributed Content or any derivative works thereof and affirm that you have no objection to the publication, use, modification, deletion or exploitation of the User-Contributed Content by us or our affiliates.

## 11. SOFTWARE UPDATES

The Site may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Service. By using our Site or Service, you agree to receive these software updates.

## 12. LIMITATION OF LIABILITY

You acknowledge and agree that 1Konnection and our subsidiaries and affiliates, and each of our directors, officers, employees, counsel, agents, representatives, sponsors, licensors, successors and assigns (collectively, the "**1Konnection Group**") will have no liability whatsoever, whether in contract, tort (including negligence), extra-contractually or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to us, in connection with, arising from or otherwise resulting from: your use of, or reliance on, the Site or our Service; your inability to access or use the Site or our Service; the goods or services provided to you by any user; or any transaction or relationship between you and any other user.

Your only right, recourse or remedy with respect to any problems or dissatisfaction with the Site or Service is to immediately cease use of our Site and Service.

Without limiting the generality of the foregoing, the 1Konnection Group shall not be liable to you, whether in contract, tort (including negligence), extra-contractually or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to us, for:

- i. any indirect, special, exemplary, punitive, incidental or consequential damages;
- ii. any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect);
- iii. any professional negligence; any personal injury or death; any damage to or corruption of data (whether direct or indirect);

- iv. any claim, damage or loss (whether direct or indirect) arising from or relating to your inability to use the Service;
- v. any claim, damage or loss (whether direct or indirect) arising from or relating to: any product or service provided by a third party under their own terms of service and conditions, including without limitation, other users;
- vi. any third party technology; or any third party System.

Some jurisdictions do not allow the limitations of damages and/or exclusions of liability for any personal injury or death, incidental, consequential or similar damages.

Accordingly, some of the above limitations may not apply to you.

### **13. INDEMNITY & RELEASE**

To the greatest extent permitted by Applicable Law, you agree to defend, indemnify and hold harmless the 1Kconnection Group and any third party provider of a service or tool offered on any Site (each a **“Third Party Provider”**) from and against any loss, liability, claim, action, demand, suit, damage or expense (each a **“Claim”**) including without limitation reasonable legal and accounting fees, alleging or resulting from: (a) your Listing, (b) your use of the Site or Service, (c) your breach of the Terms, or (d) your violation of the rights of any third party, including without limitation, other users. We will provide notice to you promptly of any such Claim or proceeding and may choose in our sole discretion to assist you, at your expense, in defending any such claim, suit or proceeding. You shall not in any event settle any matter without our written consent.

To the greatest extent permitted by Applicable Law, you hereby expressly waive, release and covenant not to sue any member of the 1Kconnection Group or any Third Party Provider (collectively, **“Releasees”**) from any and all claims and liabilities which you or your heirs, executors, administrators and next-of-kin have or may in the future have, on account of injury, illness, disability or death arising out of or attributable to your use of or reliance on the Site or Service, due to any cause whatsoever, without limitation, whether arising out of the negligence of 1Kconnection or any other of the Releasees or otherwise, including without limitation, breach of contract, or breach of any statutory or other duty of care.

### **14. WARRANTY DISCLAIMER**

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED **“AS IS”**, AND, TO THE EXTENT LEGALLY PERMISSIBLE, 1KONNECTION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICES WILL BE TIMELY,

UNINTERRUPTED, OR ERROR-FREE. FURTHER, 1KONNECTION MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. 1KONNECTION RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, THE SITES AND CONTENT PROVIDED ON OR THROUGH THE SITES AT ANY TIME WITHOUT NOTICE.

Without limiting the foregoing, we are not responsible or liable for: (a) any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Site; (b) the availability of telecommunication services from your provider and access to the Site at any time or from any location; (c) any loss, damage or security intrusion of the telecommunication services; and (d) any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the Site. You understand, acknowledge and agree that you are assuming the entire risk as to the accuracy, timeliness, completeness, correctness, authenticity, security and validity of any and all features and functions of the Site and Service, including, without limitation, content associated with your use of the Site or Service.

You acknowledge and agree that you will not hold or seek to hold the 1Konnection Group responsible for the content provided by any third party, including, without limitation, any translation thereof, and you further acknowledge and agree that the 1Konnection Group are not a party to any agreement or transaction between those using the Service. The 1Konnection Group has no control over and does not guarantee the safety of any agreement or transaction or the truth or accuracy of any Listing or other Content provided on the Site.

The content on the Site may contain typographical errors or other errors or inaccuracies, and may not be complete or current. 1Konnection reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice to you. 1Konnection will not, however, guarantee that any such errors, inaccuracies, or omissions will be corrected. 1Konnection reserves the right to refuse to provide any aspect of the Service that is based on inaccurate or erroneous information on the Site, including, without limitation, incorrect or out-of-date information, or for any other lawful reason.

## **15. ARBITRATION & DISPUTE**

Any dispute, controversy, or claim arising out of or related to these Terms, or any breach of these Terms shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by American Arbitration Association of the Delaware and shall be conducted consistent with the rules, regulations, and requirements thereof as well as any requirements imposed by state law. Any arbitral award determination shall be final and binding upon the parties.

To the greatest extent permitted by applicable law, any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action.

YOU AND 1KONNECTION AGREE THAT THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

## **16. WAIVER & SEVERABILITY**

These Terms of Use, which incorporate the Privacy Policy and the Additional Terms, contain the entire agreement between you and 1Konnection governing your use and access of the Sites. The failure of 1Konnection to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. To the extent that a court of competent jurisdiction determines any part or provision of these Terms of Use is found to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

## **17. THIRD-PARTY WEBSITES, CONTENT, PRODUCTS AND SERVICES**

The Sites may provide links to websites and access to content, products, and services of third parties, and such third-party websites, content, products, or services are governed by the respective third party's website terms and conditions of use. 1Konnection is not responsible for third-party content provided on or through the Sites, or for any changes or updates to such third-party content. Any interactions you have with these linked websites, content, products, and services are beyond the control of 1Konnection, and you bear all risks associated with your access to, and use of, such third-party websites, content, products and services.

## **18. OWNERSHIP**

1Konnection owns all right, title, and interest in and to our System and all Services. In the event User provides 1Konnection with any feedback or suggestions related to the Services ("**Feedback**"), User grants 1Konnection a royalty-free, fully-paid-up, perpetual, irrevocable right and license to use Feedback for any lawful purposes, including without limitation incorporating Feedback into the Services. Any Feedback is provided for "as is." No rights are granted to User hereunder other than as expressly set forth herein. Additionally, User owns all Content. No rights to the Content are granted to 1Konnection hereunder other than as expressly set forth herein.



## 19. MODIFICATION OR TERMINATION OF SITE OR SERVICE

We are constantly changing and improving our Site or Service. We may add or remove functionalities or features, and we may suspend or stop all or part of the Site or Service altogether. You can stop using our Site or Service or cancel your Account at any time. 1Konnection may also stop providing Site or Service to you or add or create new limits to our Site or Service at any time.

1Konnection may, in our sole discretion and without notice, restrict, deny, terminate these Terms or suspend the Service, effective immediately, in whole or in part, and without refund:

- i. if we determine that your use of the Service violates these Terms, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues; to protect the integrity or availability of the Service or Site;
- ii. if we become aware of or receive a complaint or a series of complaints from any user or third party regarding a Listing or services that, in our sole discretion, warrants the immediate removal of such Listing from the Site;
- iii. if you no longer agree to receive electronic communications related to your use of the Service; or
- iv. if your use of the Service conflicts with 1Konnection's interests or those of another user of the Service.

Upon our notice that your use of the Service has been terminated, you must immediately stop using the Service and any outstanding payments will become due. Any termination of this Agreement shall not affect 1Konnection's rights to any payments due to us.

The termination of a subscription terminates all Accounts associated exclusively with that subscription. After such termination, 1Konnection will have no further obligation to provide the Service to you. Upon termination of your right to use our Service or our termination of the Service to you, all licenses and other rights granted to you by these Terms will immediately terminate.

Despite anything to the contrary, all of your covenants, agreements, representations and warranties made in these Terms will survive termination of the Service to you and remain in full force and effect.

## 20. GENERAL PROVISIONS

**Assignment.** These Terms and any rights, licenses and privileges granted by these Terms, may not be transferred or assigned by you, but may be assigned or transferred by 1Konnection without restriction and without notice to you.

**Notices.** All notices and other communications to 1Konnection under these Terms must be in writing and must be delivered either by email or by internationally recognized courier service to the contact information set out below under “Contact Us”. When you contact us or register for an Account, you consent to receive communications from us electronically related to your Account and your use of the App. You agree that any such email communication shall constitute legal written communication in compliance with any and all legal notice requirements, to the greatest extent permitted by Applicable Law.

**Force Majeure.** No failure to exercise, and no delay in exercising, on the part of 1Konnection, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. Neither party will be liable for any failure or delay in the performance such party’s non-monetary obligations due to causes beyond its control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact.

**Interpretation.** The division of these Terms into paragraphs or other subdivisions and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of these Terms.

**Governing Law.** This Agreement is governed by and construed under the laws of the Commonwealth of Delaware, without regarding to its conflict of laws principles. Any claim, suit, controversy, or cause of action arising under or relating to this Agreement shall be brought in the state or federal courts located in Delaware, and the parties agree to the exclusive personal jurisdiction of such courts. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.

**Entire Agreement.** These Terms, including the Schedules and Privacy Policy, are the entire and exclusive agreement between 1Konnection and you regarding the Site and Service. These Terms supersede and replace any prior agreements, whether oral or in writing, between 1Konnection and you regarding the Site or Service. If any provision of these Terms is found by a court of competent jurisdiction to be invalid then such provision shall be eliminated from the Terms and the surviving terms shall remain in full force and effect. Any claims arising under these Terms must be brought within one (1) year after such claim or action or action arose or be forever barred. Notwithstanding the foregoing, a User’s use of our Service is provided by 1Konnection pursuant to a separate manually or digitally-executed agreement. Those additional terms become part of your agreement with us, if you use the Services or log into the Site.

**Relationship.** The relationship between the Parties is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship.

**Electronic Signatures and Electronic Delivery.** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in these Terms are intended to authenticate this writing and to have the same force and effect as manual signatures. User further agrees that an electronic signature may be used for any document transmitted via the 1Konnection Service that requires a signature and that such document may be signed in counterpart copies and such copies shall be binding on the parties to that agreement. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Delivery of an executed copy of these Terms or any document delivered via the 1Konnection Service by facsimile or electronic transmission constitutes valid and effective delivery.

**Language of Terms.** The parties have agreed that these Terms and all related documents be drafted in English.

## 21. CONTACT US

If you have any questions or comments about these Terms, the Site or the Service, please contact us at: [support@1konnection.com](mailto:support@1konnection.com)