

TERMS OF SERVICE

Last Updated: JANUARY 9, 2018

Terms of Service

By accessing or using any web site or service made available by Intrapexion Inc. ("Intrapexion"), you acknowledge that you (i) have read and agree to be bound by these Terms of Service and (ii) agree to comply with all applicable laws and regulations, including U. S. state and federal securities laws and regulations and export and re-export control laws and regulations.

The following meanings shall apply in these Terms of Service: "Site" refers to any web site made available by Intrapexion. "Services" refers to the Site and all services provided by the Site. "Intrapexion", "we", "us" and "our" refer to Intrapexion, the owner and operator of Intrapexion.com, and our affiliates (including officers, directors, employees, consultants, agents and representatives). "You" and "your" refer to each customer, visitor or user of any Services. If you access or use the Services on behalf of a company, organization, or other entity, then (a) "you" and "your" also refers to that entity, (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Service, and (c) you agree to these Terms of Service on the entity's behalf.

Modifications to Terms of Service

If we modify these Terms of Service, we will either post the modification on the Site or otherwise provide you with notice of the modification. We will also update the "Last Updated" date at the top of these Terms of Service. By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services. If at any time you find these Terms of Service unacceptable or if you do not agree to these Terms of Service, please do not access the Services.

YOU AGREE THAT BY USING THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

Intellectual Property Rights

For the purposes of these Terms of Service, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Except as provided in these Terms of Service, Intrapexion retains all rights in the Services

The Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the “Intrapexion Content”), and all Intellectual Property Rights related thereto, are the exclusive property of Intrapexion and its licensors. Except as explicitly provided herein, nothing in these Terms of Service shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Services. Use of the Intrapexion Content or materials on the Services for any purpose not expressly permitted by these Terms of Service is strictly prohibited.

You may choose to, or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Intrapexion under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Intrapexion does not waive any rights to

use similar or related ideas previously known to Intraspexion, or developed by its employees, or obtained from sources other than you.

You will not engage in prohibited activities

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system to access the Services in a manner that sends more request messages to the Intraspexion servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Intraspexion grants the operators of public search engines revocable permission to use spiders to copy materials from publicly accessible web pages at [Intraspexion.com](https://www.intraspexion.com) for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information, including account names, from the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.

We retain the right to change or stop providing Services and features

We may, without prior notice, change the Services; stop providing the Services or features of the Services, or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole

determination you violate any provision of these Terms of Service, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms of Service. Any data, account history and account content residing on the servers running the Services may be deleted, altered, moved or transferred at any time for any reason at Intraspexion's sole discretion, with or without notice and with no liability of any kind. Intraspexion does not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on the servers running the Services.

DMCA Notice

We respect content owner rights and it is Intraspexion's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify Intraspexion's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Services;
4. Information reasonably sufficient to permit Intraspexion to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following: DMCA Agent, Intraspexion, 502 South Still Road, Sequim, WA 98382.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Intrapexion and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Intrapexion's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Intrapexion has adopted a policy of terminating, in appropriate circumstances and at Intrapexion's sole discretion, members who are deemed to be repeat infringers. Intrapexion may also at its sole discretion limit access to the Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether there is any repeat infringement.

Third party services

The Services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Intrapexion. Intrapexion does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Services, you do so at your own risk, and you understand that these Terms of Service and Intrapexion's Privacy Policy do not apply to your use of such sites. You expressly relieve Intrapexion from all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Intrapexion shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

YOU INDEMNIFY US

You agree to defend, indemnify and hold harmless Intrapexion and its agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms of Service, including without limitation your breach of any of the representations and

warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code.

NO WARRANTY

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INTRASPEXION OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, INTRASPEXION AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICES. THIS PARAGRAPH DOES NOT APPLY TO NORTH CAROLINA CONSUMERS.

INTRASPEXION DOES NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE INTRASPEXION SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND INTRASPEXION WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTRASPEXION, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICES. UNDER NO CIRCUMSTANCES WILL INTRASPEXION BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTRASPEXION ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) ANY ERRORS, MISTAKES, OMISSIONS OR INACCURACIES OF CONTENT; (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (VI) ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (VII) ANY USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. INTRASPEXION EXPLICITLY DISCLAIMS ANY AND ALL LIABILITY AND/OR RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION THAT MAY BE DEEMED CONFIDENTIAL BY YOU OR ANY THIRD PARTY. IN NO EVENT SHALL INTRASPEXION, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO INTRASPEXION HEREUNDER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF INTRASPEXION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF

LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS PARAGRAPH DOES NOT APPLY TO NORTH CAROLINA CONSUMERS.

These Terms of Service are assignable only by Intraspexion

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be transferred or assigned by Intraspexion without restriction.

Controlling Law and Jurisdiction

You agree that: (i) the Services shall be deemed solely based in the State of Washington; and (ii) the Services shall be deemed passive that do not give rise to personal jurisdiction over Intraspexion, either specific or general, in jurisdictions other than in Washington. You expressly agree that your rights and obligations, these Terms of Service and any disputes shall be governed by and interpreted in accordance with the laws of the state of Washington, excluding its choice of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and Intraspexion that arises in whole or in part from the Services shall be decided exclusively by a court of competent jurisdiction located in the State of Washington, unless submitted to arbitration as set forth in the following paragraph.

Dispute Resolution

You and Intraspexion agree that any dispute, claim or controversy arising out of or relating to these Terms of Service or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Intraspexion are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Intraspexion otherwise agree in writing, the arbitrator may not consolidate

more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms of Service.

Arbitration Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Washington and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and IntraspeXion otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and IntraspeXion submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

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Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Intraspexion will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Intraspexion will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the "Modifications to Terms of Service" section above, if Intraspexion changes this "Dispute Resolution" section after the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Intraspexion's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Intraspexion in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Notification procedures

Intraspexion may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our web site, as determined by Intraspexion in our sole discretion. Intraspexion reserves the right to determine the form and means of providing notifications to our users. Intraspexion is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add hello@Intraspexion.com to your email address book to help ensure you receive email notifications from us.

As of January 9, 2018, our offices are currently located at 502 South Still Road, Sequim, WA 98382.

This is our entire agreement and if any portion is deemed invalid, the remaining provisions are valid

This Agreement, together with any amendments and any additional agreements you may enter into with Intraspexion in connection with the Service, shall constitute the entire agreement between you and Intraspexion concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Intraspexion's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.