

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use constitute an agreement (“Agreement”) between you and AgileQR, Inc., d/b/a 121nexus (“121nexus”), the owner of the website located at www.121nexus.com and the corresponding mobile websites (collectively the “Site”). This Agreement will continue until terminated by either party, or modified or amended as set forth herein.

Use of Services

You represent and warrant that you are at least 13 years of age and that you possess the legal right and ability to enter into this Agreement. You agree not to use the Services or the Site for any unlawful or abusive purpose or in any way which interferes with our ability to provide Services and/or the Site to our customers, or damages our property. You agree that your use of the Services is subject to all applicable local, state, national and international laws and regulations. You also agree:

- to comply with US law and local laws or rules regarding online conduct and acceptable content;
- not to host, submit content to or use the Site or the Services without the consent of a parent, guardian or educational supervisor if you are under the age of 13 (a "Minor");
- not to use any robot, spider, scraper or other automatic device, process or means to access the Site for any purpose without 121nexus's express written permission;
- not to take any action that imposes or may impose (in 121nexus's sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- not to upload or transmit viruses or other harmful, disruptive or destructive files; and
- not to disrupt, interfere with, or otherwise harm or violate the security of the Services, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Services.

Your Account

In order to obtain access to certain Services, you may need to register by creating an account with 121nexus. If you choose to create an account, you agree to provide only accurate, complete registration information, and you will keep that information up-to-date if it changes. When you register, you will be asked to provide your email address and create a password (a “Password”). Access to the Services is not authorized by any other person or entity using your email address and Password and you are responsible for preventing such unauthorized use. Individuals and entities whose privilege to access the Site or use the Services has previously been terminated by 121nexus may not register for an account, nor may you designate any of those individuals to use your account on your behalf. You are solely responsible for any and all access to the Services by persons using your email address and Password. Please notify us immediately if you become aware that your email address and Password are being used without authorization.

You may cancel or terminate your Password, account and/or use of any Services, with or without cause at any time, by providing written notice to 121nexus via email at billing@121nexus.com. 121nexus reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, any of the Services. 121nexus also reserves the right, in its sole and absolute discretion, at any time and with or

without prior notice to you, to suspend, cancel, transfer, or terminate your Password, account, and/or use of any Services for any reason whatsoever.

NO WARRANTIES

THE MATERIALS AND CONTENT CONTAINED IN THE SITE AND THE SERVICES ARE PROVIDED "AS IS." 121NEXUS, THROUGH AND TOGETHER WITH ITS DIRECTORS, MANAGERS, OFFICERS, STOCKHOLDERS, MEMBERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND AFFILIATED ENTITIES (COLLECTIVELY, THE "COMPANY AFFILIATES" AND EACH, A "COMPANY AFFILIATE") MAKE NO WARRANTIES REGARDING THE MATERIALS, CONTENT OR SERVICES WHATSOEVER AND DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OR TRADE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

DISCLAIMER AND LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY COMPANY AFFILIATE BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION REGARDLESS OF WHETHER ANY COMPANY AFFILIATE HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH DAMAGES) ARISING OUT OF OR RELATING TO THE PROVISION OF SERVICES BY 121NEXUS.

YOU AND 121NEXUS AGREE THAT THIS SECTION, "DISCLAIMER AND LIMITATION OF LIABILITY", IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND 121NEXUS. YOU ACKNOWLEDGE THAT, ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, 121NEXUS WOULD NOT PROVIDE THE SITE OR SERVICES TO YOU.

THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AFFILIATES, FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES OR DAMAGES (INCLUDING ATTORNEYS' FEES), WHETHER KNOWN OR UNKNOWN, ARISING FROM, INCURRED AS A RESULT OF, OR IN ANY MANNER RELATED TO (A) YOUR USE OF THE SERVICES OR THE SITE, OR (B) YOUR PROMISES OR STATEMENTS MADE IN THIS AGREEMENT. YOU HEREBY AGREE TO WAIVE (TO THE EXTENT PERMISSABLE) ALL LAWS THAT MAY LIMIT THE EFFECTIVENESS OF THE FOREGOING RELEASES. NOTWITHSTANDING THE FOREGOING, YOU SHALL NOT BE LIABLE FOR CLAIMS, EXPENSES OR DAMAGES ARISING FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACTS OF ANY THE COMPANY AFFILIATES. THIS INDEMNIFICATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Ownership of the Site and its Content

The Site, and all information, materials and content available on the Site, including without limitation any trademarks, logos, service marks, trade dress, text, and graphics (collectively, "Content"), is the property of 121nexus and/or certain third-parties. Nothing contained on the Site should be construed as granting, by implication or otherwise, any license or right to use any of the Content without the written permission of the party that owns the Content, whether it be 121nexus or a third party.

Links to Other Materials

The sites linked to the Site, if any, are not necessarily under the control of 121nexus and 121nexus is not responsible for the content of any linked site, including any social media site. Any links included in the Site have been selected by 121nexus for your convenience. The selection or omission of links is not intended to endorse any particular companies or products. If you decide to access any of the third party sites linked to the Site, you do so entirely at your own risk. 121nexus will not be responsible for any interactions between you and the operators or other users of such websites, or any damages incurred by you as a result of the your use of such websites

Governing Law; Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding that body of law applicable to conflicts of law. You agree that any suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in a state or federal court sitting in Suffolk County, Massachusetts. You hereby waive any objection you may have now or hereafter to the laying of the venue of any such suit, action or proceeding, and irrevocably submit to the jurisdiction of any such court in any such suit, action or proceeding.

General Information

We may change or modify this Agreement from time to time. You can review the most current version of this Agreement at any time at the Site. We may assign all or part of our rights or duties under this Agreement in connection with a sale of all or substantially all the assets of 121nexus (including the Site and operations) to a third party. You may not assign this Agreement without our prior written consent. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect. This Agreement constitutes the entire agreement between 121nexus and you with respect to your use of the Site, materials, content and Services, and it supersedes all prior or contemporaneous communications and proposals between 121nexus and you with respect thereto. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.