

## **Terms of Service**

The Infrastructure Upgrade Inc., Mobile Application (“APP”) and website (together with the related pages accessible from <http://www.iuenterprise.com>, including <http://enterprise.infrastructureupgrade.com>, <http://www.iuimobile.com> and <http://www.infrastructureupgrade.com>, the “Website”) and the related services, and other features, content or applications (collectively, the “Service”) are operated by Infrastructure Upgrade, Inc. and its corporate partners (collectively, “us,” “we,” “IUI” or the “Company”).

### **Your Acceptance**

By downloading and/or using the APP, Website, and/or any of the Company Services, you signify that you have read, understand and agree to be bound by these Terms of Service (“Terms of Service” or “Agreement”). We reserve the right to modify these terms or any additional terms that applies to a Service, reflect changes in the law or changes to our Services. It is your responsibility to review the terms regularly. The IUI will post notice of modifications to these terms on our website or through updated terms on the APP. Changes will not apply retroactively and changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service. Your continued use of the Website, APP and/or Service after any such changes constitutes your acceptance of the new Terms of Service.

### **Eligibility**

The Company Services are intended solely for users who are twenty-one (21) years of age or older. Any registration by, use of, or access to the Services by anyone under 21 is unauthorized, unlicensed, and in violation of these Terms of Use. By using the Company Services, you represent and warrant that you are 21 or older, and that you agree to abide by all of the terms and conditions of this Agreement.

### **Service**

These Terms of Service apply to all users of the Infrastructure Upgrade, Inc (“IUI”). APP, Website, and the Service, including users who are also contributors of user submitted content, information, and other materials or services on the APP, Website and/or any of the IUI Services. The APP, Website, may contain links to third party websites that are not owned or controlled by IUI. IUI has no control over, and assumes no responsibility for,

the content, privacy policies, or practices of any third party websites. In addition, IUI will not and cannot censor or edit the content of any third party site. You expressly relieve IUI from any and all liability arising from your use of any third party website. Accordingly, we encourage you to be aware when you leave the IUI APP, Website, to read the terms and conditions and privacy policy of each website you visit.

### **Service Access**

1. IUI hereby grants you permission to use the APP, Website, and the Service as set forth in this Terms of Service, provided that: (i) you agree not to reproduce, duplicate, copy, sell, trade, repackage, broadcast, reverse engineer, resell or exploit for any commercial purposes and your use of the Service is permitted solely for your personal, noncommercial use or have explicit permission to use for commercial purposes; (ii) you will not copy or distribute any part of the APP, Website or the Service in any medium without Infrastructure Upgrade, Inc.'s prior written authorization; (iii) you will not take and or use any screenshots of the APP, Website or the Service for any purpose without prior written authorization; (iv) you will not alter or modify any part of the APP, Website or the Service other than as may be reasonably necessary to use the APP, Website or the Service for its intended purpose; (v) you will otherwise comply with the terms and conditions of these Terms of Service.

2. In order to access some features of the APP, Website or Service, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide true, accurate and complete information. You agree not to use the APP, Website or the Service to impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify the Company immediately of any breach of security or unauthorized use of your account. Although the Company will not be liable for your losses caused by any unauthorized use of your account, you may be liable to others as well as us if your account is used in violation of these Terms of Service. IUI reserves the right to use any information in your account for publicity and/or marketing purposes.

3. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the APP, Website or the Service. Notwithstanding the foregoing, IUI grants the operators of public search engines

permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. IUI reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the APP, Website, nor to use the communication systems provided by the APP, Website for any commercial solicitation purposes. You agree to not upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any form of solicitation. You agree to not solicit, for commercial purposes, any users of the APP, Website or the Service with respect to their User Submissions.

### **Intellectual Property Rights**

The content on the APP, Website and the Service, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, pictures, photos, sounds, music, videos, interactive features and the like (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to IUI, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the APP, Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. IUI reserves all rights not expressly granted in and to the APP, Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third-parties obtained through the APP, Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the APP, Website or features that prevent or restrict use of copying of any Content or enforce limitations on use of the APP, Website or Service or the Content therein.

### **Privacy Policy**

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see the IUI Privacy Policy which is incorporated by this reference. You understand that through your use of the APP Website and Service you consent to the collection and use (as set forth in the Privacy Policy) of this information,

including the transfer of this information to the United States and/or other countries for storage, processing and use by the Company.

### **User Submissions**

- A. The APP, Website supports the submission by you and other users of content, which may include users' company name, individual name, email address, physical addresses, videos, recordings, text, graphics, pictures, photos, or other communications (collectively, "User Submissions"), and also supports the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, IUI does not guarantee any confidentiality with respect to any submissions.
- B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize IUI to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the APP, Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name and likeness of each and every such identifiable individual person included in a User Submission in order to enable inclusion and use of the User Submissions in the manner contemplated by the APP, Website and these Terms of Service. For clarity, you retain your ownership rights in your User Submissions. However, by submitting the User Submissions to IUI, you hereby grant IUI a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the APP, Website and IUI' (and its successor's) business, including without limitation for promoting and redistributing part or all of the APP, Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the APP Website a non-exclusive license to access your User Submissions through the APP, Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the APP, Website and pursuant to these Terms of Service.

C. In connection with User Submissions, you agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant IUI all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage IUI or any third-party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or harm minors in any way or is otherwise inappropriate; (iv) post advertisements or solicitations of business; or (v) impersonate another person. IUI does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and IUI expressly disclaims any and all liability in connection with User Submissions. IUI does not permit copyright infringing activities and infringement of intellectual property rights on its APP, Website or the Service, and IUI will remove all Content and User Submissions if properly notified that such Content or User Submission infringes another's intellectual property rights. IUI reserves the right to remove Content and User Submissions without prior notice. IUI also reserves the right to terminate a User's access to its APP, Website and Service, if they are determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a User Submission removed from the APP, Website and/or the Service more than twice. IUI also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. IUI may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

D. If you are a copyright owner or an agent thereof and believe that any User Submitted Content or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by following our Copyright Infringement Notification Process.

E. You understand that when using the APP, Website and/or the Service, you will be exposed to User Submissions from a variety of sources, and that IUI is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against IUI with respect thereto, and agree to indemnify and hold IUI, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the APP and site.

### **Limitation of Liability**

IN NO EVENT SHALL INFRASTRUCTURE UPGRADE, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR APP AND/OR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTIONS OR CESSATION OF TRANSMISSION TO OR FROM OUR APP AND/OR WEBSITE, (V), ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR APP AND/OR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE IUI APP AND/OR WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

You agree to defend, indemnify and hold harmless Infrastructure Upgrade, Inc., its parent corporation, officers, directors, employees and agents, 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 APP, Website

and Services; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the APP, and Website.

## DISPUTE RESOLUTION

**ARBITRATION.** The Parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under these terms, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association, under the Arbitration Rules then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Any controversy shall be arbitrated in San Francisco, California. Information may be obtained and claims may be filed at any office of the American Arbitration Association or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: [www.adr.org](http://www.adr.org). This agreement shall be interpreted under the Federal Arbitration Act Warranties and Disclaimers.

IUI provides services with a commercially reasonable level of skill and care. However there are limitations to the services. Other that expressly outline in the terms IUI does not make any specific promises about the services. IUI makes no warranties such as implied warranty of merchantability, fitness for a particular purpose or otherwise.

**YOU SPECIFICALLY ACKNOWLEDGE THAT IUI SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.**