

Intra User Agreement

Effective June 6, 2018. Last Revised August 16, 2019

This Intra User Agreement ("**Terms**") applies to your access to and use of the websites, mobile apps, widgets, and other online products and services (collectively, the "**Services**") provided by intraglobalweb.com, ("**Intra**," "**we**," or "**us**"), a unit of Echelon Global LLC.

Basic rules -

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our Services.

1. Your Access to the Services

Children under the age of 13 are not allowed to create an account or otherwise use the Services. Additionally, if you are in the European Economic Area, you must be over the age required by the laws of your country to create an account or otherwise use the Services, or we need to have received verifiable consent from your parent or legal guardian.

In addition, certain of our Services or portions of our Services require you to be older than 13 years of age, so please read all notices and any Additional Terms carefully when you access the Services.

If you are accepting these Terms on behalf of another legal entity, including a business or a government, you represent that you have full legal authority to bind such entity to these terms.

2. Your Use of the Services

Intra grants you a company or a personal, non-transferable, non-exclusive, revocable, limited license to use and access the Services solely as permitted by these Terms. We reserve all rights not expressly granted to you by these Terms.

Except as permitted through the Services or as otherwise permitted by us in writing, your license does not include the right to:

- license, sell, transfer, assign, distribute, host, or otherwise commercially exploit the Services or Content;
- modify, prepare derivative works of, disassemble, decompile, or reverse engineer any part of the Services or Content; or
- access the Services or Content in order to build a similar or competitive website, product, or service.

We reserve the right to modify, suspend, or discontinue the Services (in whole or in part) at any time, with or without notice to you. Any future release, update, or other addition to functionality

of the Services will be subject to these Terms, which may be updated from time to time. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

3. Your Intra Account and Account Security

To use certain features of our Services, you may be required to create an Intra account (an "**Account**") and provide us with a username, password, and certain other information about yourself as set forth in the Privacy Policy.

You are solely responsible for the information associated with Your Account and anything that happens related to Your Account. You must maintain the security of your Account and promptly notify Intra, if you discover or suspect that someone has accessed your Account without your permission. We recommend that you use a strong password that is used only with the Services.

You will not license, sell, or transfer your Account without our prior written approval.

4. Your Content

The Services may contain information, text, links, graphics, photos, videos, or other materials ("**Content**"), including Content created with or submitted to the Services by you or through your Account ("**Your Content**"). We take no responsibility for and we do not expressly or implicitly endorse any of Your Content.

By submitting Your Content to the Services, you represent and warrant that you have all rights, power, and authority necessary to grant the rights to Your Content contained within these Terms. Because you alone are responsible for Your Content, you may expose yourself to liability if you post or share Content without all necessary rights.

You retain any ownership rights you have in Your Content, but you grant Intra the following license to use that Content:

When Your Content is created with or submitted to the Services, you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, adapt, prepare derivative works from, distribute, perform, and display Your Content and any name, username, voice, or likeness provided in connection with Your Content in all media formats and channels now known or later developed. This license includes the right for us to make Your Content available for syndication, broadcast, distribution, or publication by other companies, organizations, or individuals who partner with Intra. You also agree that we may remove metadata associated with Your Content, and you irrevocably waive any claims and assertions of moral rights or attribution with respect to Your Content.

Any ideas, suggestions, and feedback about Intra or our Services that you provide to us are entirely voluntary, and you agree that Intra may use such ideas, suggestions, and feedback without compensation or obligation to you.

Although we have no obligation to screen, edit, or monitor Your Content, we may, in our sole discretion, delete or remove Your Content at any time and for any reason, including for a violation of these Terms, a violation of our Content Policy, or if you otherwise create liability for us.

5. Third-Party Content, Advertisements and Promotions

The Services may contain links to third-party websites, products, or services, which may be posted by advertisers, our affiliates, our partners, or other users (“**Third-Party Content**”). Third-Party Content is not under our control, and we are not responsible for any of their websites, products, or services. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

The Services may also contain sponsored Third-Party Content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any Content or information on the Services, including Your Content.

If you choose to use the Services to conduct a promotion, including a contest or sweepstakes, you alone are responsible for conducting the promotion in compliance with all applicable laws and regulations. The terms of your promotion must specifically state that the promotion is not sponsored by, endorsed by, or associated with Intra and the rules for your promotion must require each entrant or participant to release Intra from any liability related to the promotion.

6. Things You Cannot Do

When accessing or using the Services, you must respect others and their rights, including by following these Terms and the Content Policy, so that we all may continue to use and enjoy the Services. We support the responsible reporting of security vulnerabilities. To report a security issue, please send an email Re: SECURITY to info@intraglobalweb.com

When accessing or using our Services, you will not:

- Create or submit Content that violates our Content Policy or attempt to circumvent any content-filtering techniques we use;
- Use the Services to violate applicable law or infringe any person or entity's intellectual property or any other proprietary rights;
- Attempt to gain unauthorized access to another user's Account or to the Services (or to other computer systems or networks connected to or used together with the Services);
- Upload, transmit, or distribute to or through the Services any computer viruses, worms, or other software intended to interfere with the intended operation of a computer system or data;
- Use the Services to harvest, collect, gather or assemble information or data regarding the Services or users of the Services except as permitted in these Terms or in a separate agreement with Intra;

- Use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- Intentionally negate any user's actions to delete or edit their Content on the Services; or
- Access, query, or search the Services with any automated system, other than through our published interfaces and pursuant to their applicable terms. However, we conditionally grant permission to crawl the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials subject to the parameters set forth in our robots.txt file.

7. Copyright, the DMCA & Takedowns

Intra respects the intellectual property of others and requires that users of our Services do the same. We have a policy that includes the removal of any infringing materials from the Services and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers. If you believe that anything on our Services infringes a copyright that you own or control, you may notify Intra's Designated Agent for DMCA Report Form or by email to intraglobalweb.com.

Also, please note that if you knowingly misrepresent that any activity or material on our Service is infringing, you may be liable to Intra for certain costs and damages.

If we remove Your Content in response to a copyright or trademark notice, we will notify you via Intra's private messaging system. If you believe Your Content was wrongly removed due to a mistake or misidentification, you can send a counter notification to our Copyright Agent (contact information provided above).

8. Working with us a) Purchase and Payment Information INTRA MAY CHANGE THE FEES OR BENEFITS ASSOCIATED WITH FEATURES FROM TIME TO TIME WITH REASONABLE ADVANCE NOTICE; PROVIDE HOWEVER, THAT NO ADVANCE NOTICE WILL BE REQUIRED FOR TEMPORARY PROMOTIONS, INCLUDING TEMPORARY REDUCTIONS IN FEES ASSOCIATED WITH THE FEATURES.

YOU MAY SUBMIT YOUR DEBIT CARD, CREDIT CARD, OR OTHER PAYMENT METHOD. SUCH AS WIRING (T/T), OR ISSUED LETTER OF CREDIT (L/C) VIA OUR SERVICES TO PURCHASE OR OTHER PAID PRODUCTS OR SERVICES. WE USE THIRD-PARTY SERVICE PROVIDERS TO PROCESS YOUR PAYMENT INFORMATION. IF YOU SUBMIT YOUR PAYMENT INFORMATION, YOU AGREE TO PAY ALL COSTS THAT YOU INCUR, AND YOU GIVE US PERMISSION TO CHARGE YOU WHEN PAYMENT IS DUE FOR AN AMOUNT THAT INCLUDES THESE COSTS AND ANY APPLICABLE TAXES AND FEES.

b) Sell product(s) on site

THE RULE FOR SELLER TO SELL PRODUCT(S) @intraglobalweb.com. WHICH DELIVERY MUST BE EFFECTED IN ACCORDANCE WITH THE QUALITY, SPECIFICATIONS OF CONFIRMED SAMPLE(S) OF THE ORDER AND CONTRACT TERMS. SELLER (MANUFACTURER/PRODUCER OR SOLE AGENT) IS RESPONSIBLE FOR DEFECTIVE PRODUCTS AND SHORTCOMINGS ON SHIPPING AND CONTRACT TERMS.

9. Indemnity

Except to the extent prohibited by law, you agree to defend, indemnify, and hold us, our licensors, our third party service providers and our officers, employees, licensors, and agents (the “**Intra Entities**”) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of

(a) your use of the Services,

(b) your violation of these Terms,

(c) your violation of applicable laws or regulations, or

(d) Your Content. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

10. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND “WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. INTRA, ITS LICENSORS, AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR FREE. INTRA DOES NOT CONTROL, ENDORSE, OR TAKE RESPONSIBILITY FOR ANY CONTENT AVAILABLE ON OR LINKED TO THE SERVICES OR THE ACTIONS OF ANY THIRD PARTY OR USER. WHILE INTRA ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF OUR SERVICES SAFE AND PROFITABLE, WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. Limitation of Liability

IN NO EVENT AND UNDER NO THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE, WILL THE INTRA ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES, INCLUDING THOSE ARISING FROM OR RELATING TO CONTENT MADE AVAILABLE ON THE SERVICES THAT IS ALLEGED TO BE DEFAMATORY, OFFENSIVE, OR ILLEGAL. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE

OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE INTRA ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100.00) OR ANY AMOUNT YOU PAID INTRA IN THE PREVIOUS SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF THE INTRA ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12. Governing Law and Venue

We want you to enjoy Intra site, so if you have an issue or dispute, you agree to raise it and try to resolve it with us informally. Please also refer to **Dispute Resolution Agreement of 17.**

Dispute. You can contact us with feedback and concerns here or by emailing us at [CONTACT US@intraglobalweb.com](mailto:CONTACT_US@intraglobalweb.com), a unit of Echelon Global LLC registered in Wilmington, Delaware.

Except for the government entities listed below: any claims arising out of or relating to these Terms or the Services will be governed by the laws of Delaware , other than its conflict of laws rules; all disputes related to these Terms or the Services will be brought solely in the federal or state courts located in Delaware ; and you consent to personal jurisdiction in these courts.

Government Entities

If you are a U.S. city, county, or state government entity, then this Section 13 does not apply to you.

If you are a U.S. federal government entity: any claims arising out of or relating to these Terms or the Services will be governed by the laws of the United States of America without reference to conflict of laws. To the extent permitted by federal law, the laws of Delaware (other than its conflict of law rules) will apply in the absence of applicable federal law. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in Delaware.

13. Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, **we will post the amended Terms to our Services and update the Effective Date above.** If the changes, in our sole discretion, are material, we may also notify you by sending an email to the address associated with your Account (if you have chosen to provide an email address) or by otherwise providing notice through our Services. By continuing to access or use the Services on or after the Effective Date of the revised Terms, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you must stop accessing and using our Services before the changes become effective.

14. Additional Terms

Because we offer a variety of Services, you may be asked to agree to additional terms before using a specific product or service offered by Intra (“**Additional Terms**”). To the extent any Additional Terms conflict with these Terms, the Additional Terms govern with respect to your use of the corresponding Service.

15. Termination

You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing your use of all Services. If you stop using the Services without deactivating your Accounts, your Accounts may be deactivated due to prolonged inactivity.

We may suspend or terminate your Accounts, or ability to access or use the Services at any time for any or no reason, including for a violation of these Terms or our Content Policy.

The following sections will survive any termination of these Terms or of your Accounts: 4 (Your Content), 6 (Things You Cannot Do), 9 (Indemnity), 10 (Disclaimers), 11 (Limitation of Liability), 12 (Governing Law and Venue), 15 (Termination), and 16 (Miscellaneous).

16. Miscellaneous

These Terms constitute the entire agreement between you and us regarding your access to and use of the Services. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms is, for any reason, held to be illegal, invalid or unenforceable, the rest of the Terms will remain in effect. You may not assign or transfer any of your rights or obligations under these Terms without our consent. We may freely assign these Terms.

17. Dispute

Dispute Resolution Agreement

If a dispute arises between you and us or you and third party supplier(s), we may require that it be resolved through our adjuster consultation first then arbitration, rather than through jury trial.

We, our, us, Intra or any other affiliate unit. For the purposes of the section of this agreement entitled “dispute resolution” only, these terms also include the directors, officers and employees of Intra and its affiliates. You, your and yours. The account owner(s) and all authorized agents, The third party supplier(s).

2. Dispute resolution

Arbitration: either you or we or the third party supplier(s) may ask to settle disputes through our adjuster consultation first then by arbitration. Adjuster consultation and Arbitration are way of working out disputes without going to court. If you or we or the third party supplier(s) ask for

arbitration, we would all meet with a person called an arbitrator. An arbitrator is like a referee or a judge. The arbitrator will listen to what you and we have to say. The arbitrator will decide who is right. The arbitrator's decision is called an award. The party who wins the award can take it to any court that could have heard the dispute and get an official judgment.

Please read the rest of this section carefully. It explains how arbitration works.

Some legal rights may not be available in arbitration:

- After any party asks for arbitration of a dispute, neither you nor we or the third party supplier(s) can ask a court to hear that dispute.
- There will be no jury trial of that dispute.
- You cannot be part of any class action relating to that dispute.
- The right to get information from each other and other procedures may be more limited in arbitration than in court. With a few limited exceptions, the arbitrator's award will be final and unchangeable. Other rights that you or we would have in a court also may not be available in arbitration.

• What disputes are covered:

any dispute that arises from or relates to this agreement, your account and any transaction involving the account or any service or product related to your account will be settled by arbitration unless it is described below in "what disputes are not covered."

This means that disputes about the following are covered:

- This agreement, your account or any transaction involving the account or any service or product related to your account;
- Any advertisement, promotion or oral or written statement related to this agreement or your account;
- any relationships that result from this agreement (including, as far as applicable law will allow, relationships with third parties who are not parties to this agreement or this arbitration provision);
- The validity, interpretation, scope or enforceability of this agreement (except for any challenge to the enforceability of this dispute resolution section or any dispute about the parts of this section about class disputes); and
- Whether it is too late to settle a dispute because of any statute of limitations, estoppel, waiver, laches or similar legal rule.

It doesn't matter whether the dispute is based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or otherwise. It also doesn't matter when the

dispute began (whether before this agreement, now or in the future). This arbitration provision will continue to apply after this agreement ends and/or after you or we close the account.

What disputes are not covered?

- This arbitration provision does not cover any dispute:
- That you or we or third party supplier(s) could take to a small claims court, which usually limits its cases based on the amount of the claim; or

About the parts of this arbitration provision that prohibit class disputes.

- No class disputes: you cannot join together in a dispute with anyone other than people who use your account. Even if other people have disputes similar to a dispute that you or we or third party supplier(s) ask to arbitrate, those people and their disputes cannot be part of any arbitration between you, us and third party supplier(s). You cannot arbitrate any dispute on a class action, private attorney general or other representative basis. Only a court, and not an arbitrator, may decide whether this provision prohibiting class disputes can be enforced.
- Who will arbitrate: the American Arbitration Association (“AAA”) or JAMSADR (“JAMS”) may arbitrate any dispute, or you and we may agree upon a different arbitrator? For more information about arbitration, contact the AAA (www.adr.org or [1-800-778-7879](tel:1-800-778-7879)) or JAMS (www.jamsadr.com or [1-800-352-5267](tel:1-800-352-5267)). If for any reason the AAA or JAMS is unable or unwilling to arbitrate, or you and we cannot agree on an arbitrator, we will use another national or regional arbitration group. The number of arbitrators will depend on the total dollar amount of all disputes by both you and us. If the total is \$250,000 or less, one arbitrator will hear the dispute(s).

If the total is over \$250,000, three arbitrators will hear the dispute(s). Each arbitrator must be an active member in good standing of the bar for any state in the continental United States, and either: (a) actively engaged in the practice of law for at least 5 years or (b) a retired judge.

- **What rules apply:** the arbitration of any dispute will be conducted according to the rules of the arbitrator

- (“**Rules**”). If an arbitrator other than the AAA is chosen, the rules of the AAA will be applied to any circumstance that is not addressed by the rules of the chosen arbitrator. If the total of all disputes is \$250,000 or less, we will use any expedited procedures in the rules. If this agreement and the rules say something different, we will follow this agreement and not the rules.

• **How to start arbitration:**

either you or we or the third party supplier(s) may start an arbitration by giving written notice to the other party. At a minimum, this notice must describe the subject of the dispute and the result requested in arbitration by the party giving the notice. If you ask us to arbitrate, you can choose the AAA or JAMS, or suggest another national or regional arbitration group to arbitrate the

dispute. If we ask you to arbitrate, we will give you 10 days to choose the AAA or JAMS, or to suggest another national or regional arbitration group. In either case, if you suggest an alternative to the AAA and JAMS, we will work with you to determine if you and we can agree on a different group or arbitrator. If you and we are unable to agree, the arbitration will be conducted by the AAA or, if the AAA is not available, by a similar arbitration group. The party asking for arbitration must file a notice with the arbitration group following the rules in effect at that time.

• **When a party may ask for arbitration:**

you or we may ask for arbitration before or after a lawsuit has been filed. You or we must ask for arbitration within the statute of limitations that would apply to the same dispute in court. If it is too late to resolve the dispute in court, it is also too late to resolve it in arbitration.

• **What the arbitrator(s) must and may not do: each arbitrator must:**

- Limit discovery to information that is directly relevant to the dispute and is not considered confidential or otherwise protected from being made public. Discovery is the process by which you and we ask each other for information about the dispute;
- Make decisions and awards based on the evidence and applicable substantive law and the rules of evidence used in federal courts;
- Make decisions and awards only with respect to claims made by or against you;
- Give a brief written explanation of the basis for the award upon request of either party; and
- Make specific findings of fact and conclusions of law to support any award greater than \$25,000.
- Not make any award that would require you and us to continue any relationship we may have under this agreement or otherwise.

• **Who pays for arbitration:**

there will be costs for arbitration. Contact the AAA or other arbitration group to find out what the arbitration charges will be. You may have to pay some of the arbitration charges unless this agreement, an applicable law or the rules say we must pay. If the total dollar amount of all disputes is \$50,000 or less, the party involved will pay that portion of the arbitration filing fee that is more than the cost of filing a lawsuit in the federal court where you live. At the end of the arbitration, the arbitrator(s) will decide who has to pay for any arbitration charges that are greater than those we agreed to pay. The arbitrator(s) also may order us to pay some or all of your attorneys, expert and witness fees. Unless ordered otherwise by the arbitrator(s), each of us must pay for its own attorneys, expert and witness fees, no matter who wins.

• **Where will arbitration take place:**

any arbitration will take place in the state where we maintain your account. Or, you and we could agree that arbitration will take place somewhere else.

- **What law applies:**

this arbitration provision is made pursuant to a transaction involving interstate commerce. The federal arbitration act will apply to the construction, interpretation and enforceability of this arbitration provision despite any other choice of law provision in this agreement.

- **Other rights and remedies:**

nothing in this arbitration provision will limit certain other rights you or we or third party supplier(s) may have. This means that you or we or third party supplier(s) could, for example:

- Get an injunction, which is a court order to stop someone from doing something; or
- File an interpleader action, which is a type of lawsuit used to decide who owns property that more than one person claims to own.

If you or we or third party supplier(s) do any of these things or take part in any other court case, it does not affect your or our or third party supplier(s)' rights under this arbitration provision.

- **What happens if part or all of this arbitration provision cannot be enforced:**

only a court and not an arbitrator can determine if any part of this arbitration provision cannot be enforced. If a court with proper jurisdiction says that any part of the “no class disputes” subsection above (which prohibits arbitration of class disputes) cannot be enforced, then none of the arbitration section in this agreement will apply, and this section will be considered deleted from the agreement. If a court with proper jurisdiction says that any other part of this arbitration provision cannot be enforced, then the rest of this arbitration subsection still will apply, including the “no class disputes” subsection above.

- **Waiver of jury trial: this provision limits your rights to a jury trial. You should review this section carefully. If you and we have any dispute related to this agreement, your account, or any transactions involving your account or any service or product relating to your account and (i) neither you nor we seek to compel arbitration of the dispute, or (ii) some or all of the arbitration section is unenforceable and the dispute will be resolved in court, then you and we agree voluntarily and knowingly to waive any right each may have to a jury trial to the fullest extent permitted by law.**

- **Attorneys' fees. In any action between you, us or third party supplier(s) in court, the prevailing party will be entitled to receive from the other party an amount equal to the reasonable attorneys' fees the prevailing party incurred in bringing or defending the court action.**