

Website Terms of Use for www.AWEbase.com

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1.0 General

The content of this website ("site") is the property of AWEbase, Inc. (hereafter "AWEBASE"), a Delaware company.

Except as otherwise indicated in these website terms of use (hereafter "Terms") or elsewhere on the site, your use of this site, including the content, materials, and information available on or through this site is governed by these Terms. By using this site, you acknowledge that you have read and agree to these Terms.

In addition to these Terms, you should refer to the AWEBASE [Privacy Policy](#).

Use of the AWEBASE suite of software tools are further governed by their own [terms of use](#) (hereafter "Service Terms"). By accessing the site and/or using the Services, you agree to be bound by the terms of the AWEBASE Privacy Policy and Service Terms.

2.0 Representations

ALL MATERIALS AND SERVICES PROVIDED ON THIS SITE ARE PROVIDED "AS IS," AND MAY NOT BE RELIED UPON FOR ANY PURPOSE AND ARE NOT SUBJECT TO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY.

AWEBASE makes no representations or warranties with regard to the accuracy, full disclosure, completeness, non-infringement, or fitness for a particular purpose on this site, nor do we assume responsibility for any third-party site linked to or from this site.

AWEBASE accepts no responsibility for viruses, malware or other malicious or damaging software that may be found on this site, through links on this website, or embedded in any materials provided here. Please refer to the terms of use of any site that you visit, be it linked through this site or otherwise.

3.0 Use and Access Rights

- 3.1 Eligibility to Use. You represent and warrant that you are: (a) of legal age in your resident jurisdiction and competent to agree to these Terms; and (b) you are not and will not be located in, under the control of, or a national or resident of a U.S. embargoed country or territory when using the Site, nor are you a prohibited end user under any applicable laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries. You understand and acknowledge that if you cannot make these representations and warranties, you are not allowed to use the Site. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf, and bind them to these Terms (in which case the references to "you" and "your" refer to that organization or entity).

- 3.2 Limited License. Upon acceptance of these Terms, we grant you a limited, non-exclusive, and non-transferable license to access and use the Site for your internal business purposes and only as expressly permitted in these Terms and The Services Terms. You shall not use the Site or the Services for any illegal purpose or in any manner inconsistent with the provisions of these Terms and the Service Terms. If you are or become a competitor of AWEBASE, you are prohibited from accessing the Site or Services without our prior express written consent, and then only to the extent authorized in such consent.

4.0 Restrictions on Use

- 4.1 By using the Site and the Services, you agree not to engage in any activity or transmit any information that, in our sole discretion:
- a) Is illegal, or violates any federal, state, or local law;
 - b) Advocates illegal activity;
 - c) Violates any third-party rights, including rights of privacy, publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights of any third-party;
 - d) Interferes with any other party's use and enjoyment of the Site and/or Services;
 - e) Attempts to impersonate any other Individual or entity, or otherwise falsely states, represents, or conceals your Identify or affiliation with another person or entity;
 - f) Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libelous, constitutes hate speech or violence, incites violence, is inflammatory or otherwise objectionable;
 - g) Distributes or attempts to distribute any virus or other code, files, or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or any other electronic communications equipment;
 - h) Accesses or uses the account of any other user without permission;
 - i) Improperly solicits personal or sensitive information from other users;
 - j) Decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from the Site;
 - k) Removes, circumvents, disables, damages, or otherwise interferes with security features on the Site;
 - l) Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercializes any materials or content on the Site or provided as part of the Services; or
 - m) Attempts any of the foregoing.

5.0 Proprietary Rights

All text, photos, graphics, logos, content, and other materials on this site are protected by United States and foreign copyright, trademark, and other applicable laws. In particular, all trademarks, trade names, and logos displayed on this site are the property of AWEBASE, its affiliates, or their respective owners, and this site grants no license to any such rights.

AWEBASE and the AWEBASE "Pencil" logo, are trademarks protected by the laws of the United States of America, and in those other intellectual property jurisdictions in which AWEBASE has decided to file for trademark protection.

The Site is also protected as a collective work or compilation under applicable copyright and other laws. You agree to abide by all copyright, trademark, and other laws, rules, and regulation governing intellectual property rights. Software which is or may become available for downloading through the Site or as part of the Services is the copyrighted work of AWEBASE, and use is subject to these Terms and the Service Terms. Unauthorized reproduction or distribution of any of AWEBASE'S intellectual property is expressly prohibited by law and may result in civil and criminal penalties.

6.0 Communication, Submissions, or Suggestions

Except as agreed otherwise in writing by an officer of AWEBASE, all communication (including but not limited to, suggestions, ideas, concepts, business plans, drawings, data, and text) transmitted on this site via email, messaging, community message boards, or similar is done so voluntarily by you for consideration and review by AWEBASE.

Receipt of such communication by AWEBASE in no way restricts AWEBASE or its affiliates from exploiting any identical ideas, products, or services of its own (either in whole, in part, or in derivative) based on the information provided. By submitting any information to AWEBASE, you agree that it does not establish or create any relationship between AWEBASE and you. YOU SHOULD consider this carefully before YOU send AWEBASE any information or other materials THAT YOU deem confidential or proprietary.

7.0 Release, Limitation of Liability, Cap on Damages

- 7.1 Except as agreed otherwise in writing by an officer of AWEBASE, or to the least extent required by applicable law, AWEBASE, its affiliates, partners, shareholders, staff, board members, or contractors, shall have no liability based on your use, or reliance upon, this website or information provided here.
- 7.2 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AWEBASE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS OR THE SERVICES TERMS, INCLUDING BUT NOT LIMITED TO GOODWILL, WORK STOPPAGE, LOST PROFITS, OR LOSS OF BUSINESS, EVEN IF AWEBASE IS MADE AWARE OF THE LIKELIHOOD OF SUCH LOSSES IN ADVANCE, AND WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), OR ANY OTHER LEGAL THEORY.
- 7.3 THE TOTAL LIABILITY OF AWEBASE TO YOU FOR ANY CAUSE OF ACTION OR OTHER DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICE TERMS, AND YOUR USE OF THE SITE AND THE SERVICES, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO AWEBASE FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT INCREASE THIS LIMIT.

8.0 Mandatory Arbitration; Waiver of Class Actions

THE FOLLOWING SECTION AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. PLEASE REVIEW THIS SECTION CAREFULLY.

- 8.1 You agree these TERMS affect Interstate commerce and as such, the Federal Arbitration Act governs the interpretation and encroachment of these arbitration provisions. This Section 8 is intended to be interpreted broadly, and governs any and all disputes between you and us, including but not limited to claims arising out of or relating to any aspects of the relationship between us, the provision of SERVICES, or your use of the SERVICES, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. This Section 8 applies to all claims whether they arose prior to these TERMS or after termination. The only exceptions are litigation of certain Intellectual property claims as expressly provided herein.
- 8.2 **Initial Dispute Resolution.** Our hope is that most disputes can be resolved informally, and without resort to arbitration. If you have a dispute, or a potential dispute, you agree to contact us at legal@AWEbase.com and provide a written description of the dispute and your contact information. Except for disputes regarding Intellectual Property, you and AWEbase agree to use commercially reasonable efforts to settle or otherwise resolve any dispute, claim, question, or disagreement directly. Good faith negotiations shall be a condition to either party Initiating a lawsuit or arbitration.
- 8.3 **Binding Arbitration.** If, after good faith negotiations, we cannot reach a mutually agreeable resolution, then either party may initiate binding arbitration as the sole means to resolved claims (except as provided for herein) subject to these Terms and as set forth in the Section 8. All claims arising out of or related to these TERMS and the our relationship, including your use of the SERVICES, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association Commercial Arbitration Rules In effect at the time such arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The Commercial Arbitration Rules shall govern the manner and method of initiating claims, procedure, and all fees and costs charged by the Arbitrator. Each Party shall be responsible for their own attorneys' fees and costs, unless the Commercial Arbitration Rules and/or applicable law provides otherwise.
- 8.4 **Authority of the Arbitrator.** The arbitrator shall have the exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these TERMS, including but not limited to any claims that all or any part of these TERMS is void, voidable, or unenforceable, and specifically including determination of whether a claims is subject to arbitration or the question of waiver by litigation conduct. The arbitrator is empowered to grant whatever relief would be available in a court of law or in equity, subject only to the limitations on liability provided in these TERMS. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- 8.5 **Waiver of Jury Trial.** The parties acknowledge, understand, and agree that absent this mandatory arbitration provision, they would each have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

- 8.6 **Venue.** Arbitration shall be initiated and take place in Minneapolis, Minnesota, United States, and you and AWEBASE agree to submit to the personal jurisdiction of any federal or state court located in the City of Minneapolis, County of Hennepin, State of Minnesota, In order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.
- 8.7 **Class Action Waiver.** The parties further agree that the arbitration shall be conducted in the party's respective Individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief n a class basis. YOU AND AWEBASE ACKNOWLEDGE, UNDERSTAND AND AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth In this Section 8.7 Is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and ovoid in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- 8.8 **Limited Exception for Intellectual Property Claims.** Nothing contained in this Section 8 shall limit either party from brining enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in any state or federal court with jurisdiction, or in the U.S. Patent and Trademark Office to protect Its intellectual property rights, which include but are not limited to patents, copyrights, moral rights, trademarks, and trade secrets.

9.0 Miscellaneous

- 9.1 AWEBASE reserves the right to modify these Terms of Use at any time. Your continued use of this site after the posting of changes constitutes your binding acceptance of such changes.
- 9.2 These Terms, along with the Privacy Policy and Service Terms, are the final, complete, and exclusive expression of the agreement between you and AWEBASE regarding the Site and Services provided by AWEBASE. In the event of a conflict between these Terms and the Service Terms, the Service Terms shall control.
- 9.3 If it is illegal or prohibited in your country of origin to access or use this site, then you should not do so. Those who choose to access this site outside the United States of America access it on their own initiative and are responsible for compliance with all local laws and regulations.
- 9.4 These TERMS shall be interpreted and enforced under the laws of the State of Minnesota, U.S.A.
- 9.5 All AWEBASE individuals and entities are intended third-party beneficiaries of these Terms. Rights hereunder may be waived only in writing by an officer of AWEBASE.
- 9.6 These Terms are binding on you as well as your successors and permitted assigns.
- 9.7 In the event any provision of these Terms is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of these Terms and replaced with a valid and enforceable provision as similar in

intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the balance of these terms.

- 9.8 At all times, you and AWEBASE are independent contractors, and are not the agents or representatives of each other. Nothing contained in these Terms or the Terms of Service are Intended to create a joint venture, partnership, or franchise relationship between you and AWEBASE. You shall not represent to anyone that you are an agent of AWEBASE or are otherwise authorized to bind or commit AWEBASE In any way without AWEBASE's prior written consent.
- 9.9 The provisions of these Terms shall all survive the termination of your use of the Site and Services to the extent reasonably necessary to carry out the intent or give meaningful effect to such provision.

10.0 Contact

Any questions, concerns, or complaints regarding these Terms should be sent to legal@AWEBASE.com.