

WEBSITE TERMS AND CONDITIONS OF USE

December 6, 2018

PLEASE READ THESE TERMS AND CONDITIONS OF USE (“TERMS”) BEFORE USING THIS WEBSITE.

The following Terms govern your use of www.ipse.us (the “Site”). By accessing this Site, you accept these Terms and the Site’s Privacy Policy Statement, which together represent our entire agreement regarding your use of this Site. From time to time, iPSE-U.S., the Association of Independent Workers (the “Company” “us” or “we”) may modify the Terms, and the modifications will become effective immediately. Accordingly, please review the Terms whenever accessing this Site to confirm your ongoing acceptance of the Terms. If at any time you do not wish to accept the Terms, you should discontinue use of the Site.

- 1. User Conduct.** You may not use the Site in any manner that is illegal, that could compete with the business of the Company, or that is inconsistent with the Terms. You agree to use the Site solely for your or your organization’s non-commercial benefit, and not for resale or other transfer to any other person or entity. You agree to protect the proprietary rights of the Company and all others having rights in the Site and to comply with all reasonable written requests made by the Company or its suppliers of content (“Suppliers”) to protect contractual, statutory and common law rights in the Site. You agree to notify the Company in writing promptly upon becoming aware of any unauthorized use of the Site by any party or of any claim that the Site infringes upon copyright, trademark or other legal rights.
- 2. Privacy.** All personal information obtained through the Site will be handled in accordance with the Site’s Privacy Policy Statement. By using this Site, you consent to all actions taken by the Company with respect to your information, in compliance with the website Privacy Statement.
- 3. Website Content.** We endeavor to provide information that is correct at the time of inclusion on this Site. However, you should not rely on any Site content as legal, tax, financial, or other professional advice with respect to any individual situation. The Company accepts no responsibility if the information on the Site is incomplete, inaccurate, or out of date and reserves the right to withdraw, change, or restrict this Site at its sole discretion without notice.
- 4. Intellectual Property.** This Site and its entire contents, features and functionality (including text, photographs, video, audio, graphics, and the design selection and arrangement) is owned by the Company and its licensors. The Site is protected as a compilation under U.S. copyright and other laws and treaties. All individual articles, columns and other elements making up the Site are also copyrighted works. The trademarks, service marks, trade names, trade dress, logos, designs, and sounds associated with the Site (collectively “Marks”) are owned by the Company or third parties. You may not use the Marks except as expressly provided in these Terms. You acquire no rights in the Site other than the limited right to use the Site in accordance with these Terms. You agree to abide by all applicable copyright, trademark, and other laws regarding the proprietary rights to this Site. Users of this Site may be permitted to download certain material posted on this Site (e.g., white papers). When using downloadable materials, all copyright, trademark, and other proprietary notices must be kept intact and remain in effect. The Company does not warrant or represent that your use of materials from this Site will not infringe on the proprietary rights of third parties.

5. Linking and Framing. The Company prohibits caching the Site, unauthorized hypertext links to this Site, and the framing of any materials available through this Site. We reserve the right to disable any unauthorized links or frames. By linking to the Site, you represent that you have read and agree to be bound by the Terms. You may include a link(s) on your website only to the Site home page, currently located at www.ipse.us (the "Home Page") provided that you first send to the Company the following information via email to info@ipse.us: (a) your name or the name of the technical contact responsible for the link(s); (b) the name of your company; (c) the email address and telephone number for you or the technical contact responsible for the link(s); and (d) the website address(es) where the link(s) to the Home Page will appear. Upon linking to this Site pursuant to the Terms, you will be granted a non-exclusive, non-transferable, royalty-free license to use the Company name solely for providing an underlined, textual link from your website to www.ipse.us. Without specific, written consent from the Company, you specifically may not link to an internal or subsidiary page of this Site that is located one or several levels down from the Home Page ("deep link"), or bring up or present content of this Site within another website ("frame").

You agree to cooperate with us in causing any unauthorized framing or linking to immediately cease. We reserve the right to withdraw linking permissions without notice.

6. Materials You Submit. You acknowledge that you are responsible for the veracity and legality of any material you may submit via the Site. You agree that when using this Site you will not: (i) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (ii) disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; or (iii) upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; (iv) use false identifying information or impersonate any person or entity or otherwise mislead as to the origin of any content. You represent and warrant that you own or otherwise control all the rights to the content you upload; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify the Company for all claims resulting from content you supply. By submitting information via this Site, you grant the Company, its affiliated companies and sublicensees permission to use your information in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, reproduce, edit, translate and reformat your information.

7. Restrictions on Use. YOU MAY NOT COPY, REPRODUCE, CREATE DERIVATIVE WORKS FROM, OR TRANSMIT ANY PART OF THE SITE EXCEPT THAT YOU MAY DOWNLOAD MATERIAL OR MAKE COPIES FOR YOUR OR YOUR ORGANIZATION'S NON-COMMERICAL USE, PROVIDED THAT ALL COPIES RETAIN ALL COPYRIGHT, TRADEMARK AND OTHER PROPRIETARY NOTICES. YOU WILL NOT USE THE SITE, THE INFORMATION CONTAINED THEREIN OR ANY OF THE COMPANY'S NAMES OR MARKS IN UNSOLICITED MAILINGS OR SPAM MATERIAL. YOU AGREE NOT TO USE THE SITE TO IMPERSONATE THE COMPANY, A COMPANY EMPLOYEE, OR ANY OTHER PERSON OR ENTITY, OR IN ANY MANNER THAT COULD DISABLE OR OVERBURDEN THE SITE OR INTERFERE WITH ANOTHER PARTY'S USE OF THE SITE. YOU ALSO AGREE NOT TO (1)

INTRODUCE ANY VIRUSES, TROJAN HORSES, WORMS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL, TO ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO, INTERFERE WITH, DAMAGE OR DISRUPT ANY PART OF THE SITE, THE SERVER ON WHICH THE SITE IS STORED, OR ANY SERVER, COMPUTER OR DATABASE CONNECTED TO THE SITE, OR (2) ATTACK THE SITE VIA A DENIAL-OF-SERVICE ATTACK.

8. Disclaimer of Warranties; Limitation of Liability. You agree that your use of the Site is at your sole risk and acknowledge that the Site is provided on an “AS IS” and “AS AVAILABLE” basis, without any representations, warranties or conditions of any kind, whether express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, non-infringement, title, fitness for a particular purpose or use, performance, availability, timeliness, accuracy or completeness.

The Company is not liable for any damage you may suffer as a result of unauthorized hacking or the introduction of harmful content by third parties. You are responsible for implementing sufficient procedures to meet your particular anti-virus requirements and accuracy of data input and output, and for maintaining a means external to the Site for reconstruction of any lost data.

Links from or to websites outside the Site are meant for convenience only. Your access to or use of any other site is at your sole risk and the Company will not be responsible or liable for any damages in connection with linking. The Company does not: (a) make any warranty, express or implied, with respect to the use of the links provided on, or to, the Site; (b) guarantee the accuracy, completeness, usefulness or adequacy of any other websites, services, goods or advertisements that may be linked to the Site; or (c) make any endorsement, express or implied, of any other websites, services, goods or advertisements that may be linked to the Site.

THE COMPANY MAKES NO WARRANTY REGARDING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, TECHNICAL COMPATIBILITY, ACCURACY OR AVAILABILITY OF THE SITE.

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, OFFICERS, DIRECTORS OR THIRD PARTY AGENTS BE LIABLE TO YOU FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM USE OF OR INABILITY TO USE THE SITE OR ANY LINKS OR ITEMS ON THE SITE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THIS LIMITATION ON LIABILITY INCLUDES,

BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, UNAUTHORIZED ACCESS, OR ANY FORCE MAJEURE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. User Representations and Warranties. You represent, warrant and covenant that you: (i) have the power and authority to enter into this agreement; (ii) can form legally binding contracts under

applicable law; (iii) shall not use any rights granted hereunder for any unlawful purpose; and (iv) shall use the Site only as set forth in these Terms.

10. Indemnification. You agree, at your own expense, to indemnify, defend and hold harmless the Company, its affiliates, licensors, Suppliers, and agents, and its and their respective employees, officers, directors, contractors, agents, successors, and assigns, from and against any claims, suits, actions or other proceedings arising out of or relating to your violation of these Terms or your use of the Site, or any links on or information obtained from the Site, including, but not limited to: (i) your use, or someone using your computer's use, of the Site; (ii) a violation of the Terms by you or anyone using your computer; (iii) a claim that any use of the Site by you or someone using your computer infringes any IP Right (as herein defined) of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Site by you or someone using your computer or your password; or (v) any misrepresentation or breach of representation, warranty or covenant made by you contained herein. You agree to pay any and all liabilities, costs, damages, judgments, awards, losses and expenses (including reasonable attorneys' fees) awarded against or incurred by or in connection with or arising from any such claim, suit, action or proceeding.

11. Monitoring and Enforcement; Termination. The Company, in its sole discretion, has the right to:

- Remove or refuse to post any user content for any or no reason.
- Take any action with respect to any content that we deem necessary or appropriate, including if we believe that such content violates the Terms, infringes any intellectual property right, threatens the security of the Site or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate your access to all or part of the Site without notice for any or no reason.
- Cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY THE COMPANY, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES. The Company assumes no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Upon termination by the Company, you must promptly destroy all materials obtained from the Site and any copies thereof. These Terms shall survive any termination of your access to the Site.

12. Governing Law. These Terms shall be governed and construed in accordance with the laws of the United States of America and the State of Michigan, without giving effect to conflicts of law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located

in Wayne County, Michigan with respect to any legal proceedings arising out of or relating to these Terms and waive any objection to the propriety or convenience of venue in such courts.

13. Access Outside of the United States and Jurisdictional Issues. The Company is based in the state of Michigan in the United States and provides this Site for use by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. If you choose to access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with foreign and local laws. The Company shall not provide services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose the Company or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations. By using the Site, you represent and warrant that you are in compliance with all local and foreign laws.

14. Severability. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Terms and shall not affect the legality, validity and enforceability of any remaining provisions.

15. No Assignment. The provisions of these Terms will inure to the benefit of and be binding upon each of the Company and its successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign these Terms or your rights and obligations under these Terms without the express prior written consent of the Company, which may be withheld in the Company's sole discretion. The Company may assign these Terms and its rights and obligations under these Terms without your consent.

16. No Waiver. No consent or waiver will be effective unless in writing and signed by both parties. No waiver by the Company of any term or condition set forth in these Terms shall be deemed a waiver of any other term or condition.

17. Contact. Official Correspondence must be sent via email to info@ipse.us or via postal mail to:

iPSE-U.S.
535 Griswold Street
Suite 111-556
Detroit, MI 48226