

IPTECHVIEW PLATFORM TERMS OF USE

Last Modified: April 24, 2018

1. Your Acceptance

Welcome to the Terms of Use for IPTechView. This is an agreement (“Agreement”) between IPTechView, INC. (“IPTechView”), the owner and operator of www.iptechview.com and the IPTechView software, components, and any associated services offered (collectively the “Platform”) and you (“you”, “your” or “user(s)”), a user of the Platform.

Throughout this Agreement, the words “IPTechView,” “us,” “we,” and “our,” refer to our company, IPTechView, as is appropriate in the context of the use of the words.

By clicking “I agree”, accessing, or using the Platform you agree to be bound by this Agreement and the Privacy Policy. We may amend our Terms of Use or the Privacy Policy and may notify you when we do so. PLEASE BE AWARE THAT THERE ARE ARBITRATION AND CLASS ACTION PROVISIONS THAT MAY AFFECT YOUR RIGHTS. If you do not agree to the Terms of Use or the Privacy Policy please cease using the Platform immediately.

2. User Information and Accounts

Users may be required to register on the Platform before accessing portions of the Platform. Your information will be collected and disclosed in accordance with our Privacy Policy. All users are required to provide truthful and accurate information when registering for the Platform and must be over the age of 18. Users may only register for one account per user. We reserve the right to verify all user credentials and to reject any users. You are entirely responsible for maintaining the confidentiality of password and account and for any and all activities that occur under your account. You agree to notify IPTechView immediately of any unauthorized use of your account or any other breach of security. IPTechView will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge. If you are registering on behalf of your company, you represent and warrant that you are authorized by your company to create an account on your company’s behalf and you represent and warrant that you are authorized by your company to incur financial obligations and enter into legally binding agreements on behalf of your company.

3. IPTechView Products

In order for some portions of the Platform to work, you may be required to purchase and maintain additional Products sold by IPTechView or other online retailers (the

“Product(s)”). IPTechView is not responsible for providing or paying for any such Products or any related equipment and under no circumstances will IPTechView be responsible for any additional equipment required by you to access the Platform. Failure by you to obtain any additional Products or additional equipment may result in the inoperability of the Platform. Except for any warranties provided at the time of purchase, IPTechView makes no warranties for any Products sold. Specifically, IPTechView makes no warranties as to the functionality of any Products or the integration of such Products into the Platform.

4. Transmission Issues and Remote Resources

You will immediately notify IPTechView of any problems or issues with the Platform. You understand that no form of monitoring is error-free and that IPTechView cannot be responsible for any interruption to the Platform including but not limited to interruption due to faulty Products, equipment, faulty transmission systems, power outages, other interruptions in Internet or transmission services, or transmission systems that have been tampered with. YOU ACKNOWLEDGE THAT IN ADDITION TO THE POTENTIAL TRANSMISSION ISSUES DESCRIBED ABOVE, THE TRANSMISSION OF SIGNALS BY MEANS OF WIRELESS COMMUNICATIONS BETWEEN THE PLATFORM AND ANY PRODUCTS MAY BE AFFECTED BY SIGNAL STRENGTH AND CHANNEL AVAILABILITY AT YOUR LOCATION, AS WELL AS OTHER ISSUES UNIQUE TO YOUR LOCATION OR RELATED TO THIRD-PARTY NETWORKS (collectively “Transmission Issues”). You agree that we shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Platform, directly or indirectly caused by, or proximately resulting from any Transmission Issues.

The Platform may provide certain remote viewing, real time monitoring, and “live” access features and functionality (collectively “Remote Resources”). IPTechView cannot be responsible for any interruption, error, or other mistake related to the Remote Resources, you agree to release IPTechView from any liability related to the Remote Resources. In the event that there is an issue with any Remote Resources, IPTechView shall endeavor to ensure that such features and functionality will continue to work properly, but shall not be liable in the event they fail to do so.

5. Dangerous Activities

All information, data, and content found on the Platform is intended for informational and educational purposes only. The Platform or any information found within the Platform is not intended to, and does not, constitute legal or professional advice and may not be used for such purposes. You should not act or refrain from acting on the basis of any information found on the Platform. The Platform and any associated Products are not fail-safe and are not designed or intended for use in situations requiring fail-safe, error-free, emergency, secured, real-time, or interruption-free performance which could lead to

severe injury to business, people, property, or the environment (“Dangerous Activities”). These Dangerous Activities may include, without limitation, vital business operations, personal communications, security, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from the Dangerous Activities and you expressly release us from any liability related to such Dangerous Activities. Additionally, we shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Platform, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Platform or any associated Products; failure of any signal at the transmitter; failure of a communications satellite; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God; acts of terrorism, failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation of or access to the Platform.

6. Access

After registering and properly paying for the Platform, where required, we shall grant you access to Platform as permitted by us and in accordance with this Agreement. All rights not explicitly granted are reserved for IPTechView. If you breach this Agreement, your access to the Platform may be terminated at our discretion. Additionally, we may revoke your access to the Platform if we believe that your actions may harm us, our business interests, or any third-party rights. Failure by us to revoke your access does not act as a waiver of your conduct.

7. User Privacy

We value your privacy and understand your privacy concerns. Our Privacy Policy is incorporated into this Agreement, and it governs your submission of information to the Platform. Please review our Privacy Policy so that you may understand our privacy practices. All information we collect is subject to our Privacy Policy, and by using the Platform you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Certain Regions may have local servers which will keep all personal data local. However unless posted in your platform that all data is kept on local servers, you understand that any information collected by IPTechView may be transferred outside of your resident jurisdiction and/or to other countries for storage, processing and use by IPTechView and its affiliates. **Use of the Platform**

When using the Platform, you are responsible for your and for any use of IPTechView made using your account. You agree to the following:

- You may not copy, distribute or disclose any part of the Platform in any medium, including without limitation by any automated or non-automated “scraping”;
- You may not attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Platform;
- You may not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Platform or to extract data;
- You may not use automated bots or other software to send more messages through the Platform than humanly possible;
- You may not share your access with any other parties, except as permitted by us;
- You may not use the Platform on a computer that is used to operate nuclear facilities, life support, or other mission critical applications where life or property may be at stake;
- You may not decompile, reverse engineer, disassemble, modify, rent, sell, lease, loan, sublicense, distribute, or create derivative works or improvements to the Platform or any portion of it;
- You may not access the Platform in an attempt to build a similar or other competitive product;
- You may not use the Platform in an unlawful manner;
- You may not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- You may not collect or harvest any personally identifiable information, including account names, from the Platform;
- You may not impersonate any person or entity or misrepresent your affiliation with a person or entity;
- You may not violate or infringe other people's intellectual property, privacy, or other contractual rights while using the Platform;

- You may not violate any requirements, procedures, policies or regulations of networks connected to IPTechView;
- You may not sell, lease, loan, distribute, transfer, or sublicense the Platform or access to it or derive income from the use or provision of the Platform unless enabled through the functionality of the Platform;
- You may not interfere with or disrupt the Platform;
- You may not violate any law or regulation and you solely are responsible for such violations;
- You agree that you will not hold IPTechView responsible for your use of the Platform; and
- You agree not to cause, or aid in, the disruption, destruction, manipulation, removal, disabling, or impairment of any portion of the Platform, including the de-indexing or de-caching of any portion of the Platform from a third party's website, such as by requesting its removal from a search engine.

If you are discovered to be undertaking any of the aforementioned actions your privileges to use the Platform may at our discretion be terminated or suspended. Generally, we will provide an explanation for any suspension or termination of your use of any of the Platform, but IPTechView reserves the right to suspend or terminate any account at any time without notice or explanation.

8. User Content

Your ability to submit or transmit any information through the Platform or the Products, including but not limited to data, images, videos, or any other information will be referred to as "User Content" throughout this Agreement. Please be aware that we are not required to host, display, migrate, transmit, or distribute any of your User Content and we may refuse to accept or transmit any User Content. You agree that you are solely responsible for any User Content submitted and you release us from any liability associated with any User Content submitted. We provide industry standard security for the Platform but we cannot guarantee the absolute safety and security of any such User Content. Any User Content found to be in violation of this Agreement or that we determine to be harmful to the Platform may be modified, edited, or removed at our discretion.

When submitting any User Content to the Platform you represent and warrant that you own all rights to the User Content and you have paid for or otherwise have permission to use any User Content submitted. Furthermore, you represent and warrant that all User

Content is legal and the User Content does not interfere with any third-party rights or obligations.

When you submit any User Content to us, you grant IPTechView, its partners, affiliates, users, representatives and assigns a non-exclusive, limited, fully-paid, royalty-free, revocable, world-wide, universal, transferable, assignable license to display, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works, or use and reuse all or part of your User Content for the PURPOSE OF PROVIDING YOU THE SERVICES associated with the Platform. Additionally, you grant to IPTechView a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the operation of the Platform.

9. Monitoring User Content

IPTechView shall have the right, but not the obligation, to monitor all User Content on the Platform at all times, to determine compliance with this Agreement and any guidelines established by us. Without limiting the foregoing, IPTechView shall have the right, but not the obligation, to remove any User Content that IPTechView at its sole discretion. For example, we may remove User Content if we believe that any User Content may harm us or our business interests. We have no obligation to retain or provide you with copies of any User Content after your termination of this Agreement.

10. User Content Storage Limits and Usage Information

The Platform may offer reasonable storage of all User Content. However, all User Content storage is subject to our internal data storage limits. We have no obligation to store any excess User Content and may delete any User Content after ninety days. If you violate any storage limits, IPTechView will notify you and may work with you to bring your usage into conformity with our data storage policies. If, notwithstanding our efforts, you are unable or unwilling to abide by our storage limits, we may invoice you for excess data storage in accordance with our applicable policies. Through the Platform we may collect your usage data and interactions (“Usage Data”) with the Platform and the Products. All such Usage Data is considered User Content and shall be subject to the User Content license granted in this Agreement. Where we use your Usage Data for external purposes your Usage Data shall be anonymized.

11. Platform Availability

Although we try to provide continuous availability to you, we do not guarantee that the Platform will always be available, work, or be accessible at any particular time. Specifically, we do not guarantee any uptime or specific availability of the Platform. You agree and acknowledge that the Platform uses remote access and may not always be

either 100% reliable or available. Only users who are eligible to use the Platform may do so and we may refuse service or terminate your access at any time. We cannot guarantee that anything found on the Platform will work to the functionality desired by you or give you any desired results.

12. Modification of Platform

We reserve the right to alter, modify, update, or remove the Platform or any portions thereof, at any time. We may conduct such modifications to the Platform for security reasons, intellectual property, legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications or provide you access to previous versions of the Platform. For example, we may provide updates to fix security flaws, or to respond to legal demands. Please note that this is a non-binding illustration of how we might exercise our rights under this section, and nothing in this section obligates us to take measures to update the Platform for security, legal or other purposes.

13. Platform Security

IPTechView implements administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your information and all User Content. Those safeguards used or based on industry standards. Aside from such industry standard safeguards, IPTechView can make no guarantees regarding any Platform security or any User Content secured.

14. Platform Support

IPTechView at its discretion may provide user support during normal business hours. Where you have any issues with the Platform please contact us at support@iptechview.com.

15. Free Trials

You may be able to participate in a BETA or a free trial subscription by submitting your information along with any additional requirements as set forth by us. The duration of the free trial is listed on the Platform and may change at our discretion. Feel free to try the paid subscription (“Paid Subscription”) portions of the Platform during the free trial period at no charge. You may cancel at any time during your free trial period by contacting us at support@iptechview.com. Once your free trial period has expired you will be charged the amount listed for the Paid Subscription plan selected.

16. Payments

You agree to pay for all costs, fees, and taxes listed when purchasing any access to the Platform and any related software. The pricing information for any Paid Subscription

services shall be listed on the Platform website and within your user account. Payment can either be done by purchasing PCUs (Platform Credit Units) from a Distributor or from IPTechView. Alternatively user may purchase service using a credit card. In that case user authorizes IPTechView or its third-party payment processors to charge their method of payment on file at the time of purchase. Where applicable, you must agree to our third-party payment processors terms and conditions for processing payments. All information that you provide in connection with a purchase or transaction must be accurate, complete, and current. Where you have failed to pay or where payments are overdue, IPTechView may suspend or terminate your access to the paid portions of the Platform, without liability to us.

17. Taxes

Where IPTechView does not charge you taxes for your Paid Subscription, you agree to pay any and all applicable taxes for your use and purchase of any Paid Subscriptions. Additionally, where requested by us, you agree to provide us tax documentation to support any claims of on-time tax payment. Distributors and their Users will be liable for collecting and paying any local taxes due in their respective countries and jurisdiction.

18. Subscription Plans and Renewals

For your convenience when you sign up for a free trial via the Platform, your payment information may be logged, after the expiration of your free trial your account will be automatically billed the Paid Subscription amount so that you may continue using the paid portions of the Platform requested. IF YOUR ACCOUNT IS IN A FREE TRIAL PERIOD, IPTECHVIEW MAY CHARGE YOU AUTOMATICALLY AT THE END OF THE FREE TRIAL (“INITIAL SUBSCRIPTION”), UNLESS YOU NOTIFY US THAT YOU WANT TO CANCEL YOUR FREE TRIAL BY EMAIL AT SUPPORT@IPTECHVIEW.COM OR BY CANCELLING VIA YOUR ACCOUNT DASHBOARD. ADDITIONALLY, YOU AUTHORIZE US TO BILL YOU ON A RECURRING BASIS AFTER YOUR FREE TRIAL AND AGREE THAT AT THE EXPIRATION OF YOUR INITIAL SUBSCRIPTION PERIOD, YOUR SUBSCRIPTION SHALL AUTOMATICALLY RENEW FOR ADDITIONAL SUBSCRIPTION PERIODS (OF THE SAME LENGTH AS YOUR INITIAL SUBSCRIPTION) UNTIL WE ARE NOTIFIED OTHERWISE. YOU AGREE THAT NO ADDITIONAL CONSENT IS REQUIRED BY YOU TO CHARGE YOUR PREFERRED PAYMENT METHOD AUTOMATICALLY AND ON AN AUTOMATICALLY RENEWABLE BASIS FOR THE PAID SUBSCRIPTION PLAN SELECTED BY YOU. Where you have failed to renew your access before the expiration of your Initial Subscription please be aware that your access to the Platform may be suspended or terminated.

19. Pricing and Price Increases

The pricing for all Paid Subscriptions is listed on the IPTechView website or within your account. Please be aware that all pricing for Paid Subscriptions are billable on a recurring basis and may renew automatically. IPTechView may increase the price of any Paid Subscriptions, at our discretion and we reserve the right to do so at any time. In the event of a price increase, IPTechView shall notify you and you will have the chance to accept or reject any price increase before the Paid Subscription renewal. Please notify us if you intend to reject a price increase. Where you have rejected a price increase, upon the expiration of your Paid Subscription, portions of the Platform may become immediately unavailable. You agree that IPTechView has no obligation to offer any services for the price originally offered to you at sign up.

20. Paid Subscription Cancellations and Refunds

Users may cancel their Paid Subscription at any time by emailing support@iptechview.com or by using their account dashboard. Users who have purchased an annual Paid Subscription shall have thirty (30) days ("Refund Window") from the initial purchase date to request a refund. Where a refund is requested, within the Refund Window, users shall be granted a full refund. After the lapse of the Refund Window, no additional refunds shall be granted to any users. Please be aware that no refunds shall be granted for any monthly Paid Subscriptions. Upon cancellation of a monthly Paid Subscription functionality will be maintained until the end of the corresponding month; however, upon cancellation of a Paid Subscription, portions of the Platform may become immediately inaccessible. Additionally, some User Content stored within the Paid Subscription portion of the Platform may be removed or deleted. Where your Paid Subscription has been cancelled or has expired, we have no liability to you for any deleted, modified, or removed User Content. Additionally, there will be no obligation for us to assist you in the migration of any User Content or associated data.

21. Intellectual Property

The name "IPTechView," the IPTechView Platform along with the design of the IPTechView Platform, Mx-MSP Platform and any text, writings, images, templates, scripts, graphics, interactive features and any trademarks or logos contained therein ("Marks"), are owned by IPTechView, subject to copyright and other intellectual property rights under US and foreign laws and international conventions. IPTechView reserves all rights not expressly granted in and to the Platform. You agree to not engage in the use, copying, or distribution anything contained within the Platform unless we have given express written permission.

22. Idea Submission

In order for IPTechView to better serve our customer's needs, users can submit ideas or feedback, including but not limited to ideas relating to processes, technologies, product enhancements, suggestions, content or product names ("Submissions"). By providing any Submissions, you agree to the following: (1) your Submissions and their contents will automatically become the property of IPTechView, without any compensation to you; (2) IPTechView may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for IPTechView to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

23. Representations and Warranties

THE PLATFORM IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER IPTECHVIEW, NOR ANY OF OUR EMPLOYEES, MANAGERS, OFFICERS, ASSIGNS, AFFILIATES, OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (1) THE PLATFORM; (2) ANY INFORMATION PROVIDED VIA THE PLATFORM; OR (3) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO IPTECHVIEW, OR VIA THE PLATFORM. IN ADDITION, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

IPTECHVIEW DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM OR THE SERVER THAT MAKES THE PLATFORM AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS. IPTECHVIEW DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE PLATFORM IS ACCURATE, COMPLETE, OR USEFUL. IPTECHVIEW DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND IPTECHVIEW SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES.

24. Limitation of Liability

IN NO EVENT SHALL IPTECHVIEW, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE IPTECHVIEW IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (1) YOUR USE OR

INABILITY TO USE THE PLATFORM OR ANY ERRORS, MISTAKES, OR INACCURACIES FOUND WITHIN THE PLATFORM, (2) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (3) ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM TO YOU, (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM VIA A THIRD-PARTY, (5) ANY FAILURES OR DISRUPTIONS WHETHER INTENTIONAL OR UNINTENTIONAL, OR (6) ANY ACTION TAKEN IN CONNECTION WITH ANY THIRD-PARTY COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. SPECIFICALLY, IN THOSE JURISDICTIONS NOT ALLOWED, WE DO NOT DISCLAIM LIABILITY FOR: (1) DEATH OR PERSONAL INJURY CAUSED BY IPTV'S NEGLIGENCE OR THAT OF ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS; (2) FRAUDULENT MISREPRESENTATION; OR (3) ANY LIABILITY WHICH IT IS NOT LAWFUL TO EXCLUDE EITHER NOW OR IN THE FUTURE. WHERE A TOTAL DISCLAIMER OF LIABILITY IS DISALLOWED YOU AGREE THAT OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNTS YOU HAVE PAID IN THE PAST SIX (6) MONTHS TO USE THE PLATFORM OR ONE HUNDRED USD.

25. Indemnity

You agree to defend, indemnify and hold harmless IPTechView, its officers, directors, employees, affiliates, 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:

- your misuse, misrepresentation or abuse of use or access to the IPTechView Platform;
- your violation of any term of this Agreement; or
- your violation of any third-party right, including without limitation any copyright, property, or contractual right.

This defense and indemnification obligation will survive this Agreement and your use of the IPTechView Platform. You also agree that you have a duty to defend us against such

claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

26. Copyrights

We take copyright infringement very seriously. If you believe that any content owned by you has been infringed upon please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.
- The location on the Platform of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third-party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to our Copyright Agent: Copyright Agent of IPTechView, support@iptechview.com.

Counter Notice

In the event that you receive a notification from IPTechView stating content posted by you has been subject to a copyright takedown notice, you may respond by filing a counter-notice pursuant to the DMCA. Your counter-notice must contain the following:

- Your name, address, email and physical or electronic signature.
- The notification reference number (if applicable).
- Identification of the material and its location before it was removed.

- A statement under penalty of perjury that the material was removed by mistake or misidentification.
- Your consent to the jurisdiction of a federal court in the district where you live (if you are in the U.S.), or your consent to the jurisdiction of a federal court in the district where your service provider is located (if you are not in the US).
- Your consent to accept service of process from the party who submitted the takedown notice.

Please be aware that we may not take any action regarding your counter-notice unless your notification strictly complies with the foregoing requirements. Please send this counter-notice in accordance with the takedown notice instructions above.

27. Choice of Law

Except for overseas distribution related issues, this Agreement shall be governed by the laws in force in the state of Texas. The offer and acceptance of this contract is deemed to have occurred in the state of Texas. For overseas distribution disputes IPTechView and counterpart will use and accept the London Court of International Arbitration (LCIA) to provide the service of international arbitration. LICA is generally regarded as the leading global forum for dispute resolution proceedings for all parties, irrespective of their location or system of law. Arbitration shall be conducted in English by one (1) arbitrator as selected pursuant to the Rules; the arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for their own arbitration fees and costs.

28. Disputes

Any dispute with US based parties relating in any way to your visit to the Platform or the Platform shall be submitted to confidential arbitration in Dallas, TX. Arbitration under this Agreement shall be conducted pursuant to the applicable Commercial Rules ("Rules") then prevailing at the American Arbitration Association. Arbitration shall be conducted in English by one (1) arbitrator as selected pursuant to the Rules; the arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for their own arbitration fees and costs. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. Where permitted by the Rules, both parties may make any and all appearances telephonically or electronically. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Platform or this Agreement must be

filed within one (1) year after such claim or cause of action arose or be forever banned. Notwithstanding the foregoing, either party may seek equitable relief to protect its interests (including but not limited to injunctive relief), or make a claim for nonpayment, in a court of appropriate jurisdiction, and issues of intellectual property ownership or infringement may be decided only by a court of appropriate jurisdiction and not by arbitration. In the event that the law does not permit the abovementioned dispute to be resolved through arbitration or if this arbitration agreement is unenforceable, you agree that any actions and disputes shall be brought solely in a court of competent jurisdiction located within San Diego County, CA.

29. Class Action Waiver

You and IPTechView agree that any proceedings to resolve or litigate any dispute whether through a court of law or arbitration shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, or private attorney general action. This class action waiver does not apply to New Jersey residents.

30. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement or any other agreement you may have with IPTechView are deemed to conflict with each other's operation, IPTechView shall have the sole right to elect which provision remains in force.

31. Non-Waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

32. Assignment and Survival

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion. All portions of this Agreement that would reasonably be believed to survive termination shall survive and remain in full force upon

termination, including but not limited to the Limitation of Liabilities, Representation and Warranties, Licensing, Indemnification, and Arbitration sections.

33. Termination

You may cancel your Paid Subscription at any time via your IPTechView dashboard or contacting us at support@iptechview.com. Any refunds are subject to the refund terms contained in this Agreement. Please be aware that upon termination of your account, access to portions of the Platform may be become immediately disabled. We may terminate this Agreement with you if we determine that: (1) you have violated any applicable laws while using the Platform; (2) if you have violated any portion of this Agreement or any of the Platform policies; or (3) if we believe that any of your current or future actions may legally harm IPTechView, our business interests or a third-party, at our discretion. In the event of termination, we will strive to provide you with a timely explanation; however, we are not required to do so.

34. Entire Agreement

This Agreement along with the Privacy Policy and any other supporting agreements provided by IPTechView constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersede all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorized representative of each party. Where this Agreement conflicts with our Privacy Policy or any other documentation listed on our website this Agreement shall supersede and control.

35. Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using the Platform.

36. Electronic Communications

The communications between you and IPTechView use electronic means, whether you visit the Platform or send IPTechView e-mails, or whether IPTechView posts notices on the Platform or communications with you via mobile notifications or e-mail. For contractual purposes, you (1) consent to receive communications from IPTechView in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that IPTechView provides to you electronically satisfy any

legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

37. Export Controls

The Platform and the underlying information and technology may not be downloaded, accessed, or otherwise exported or re-exported (1) into (or to a national or resident of) any country to which the U.S. has currently embargoed goods; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Platform, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws.

38. Relationship of the Parties.

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between you and us.

39. Platform Issues

Where you have any questions, issues, or if you are having trouble accessing or using the Platform, please contact us at support@iptechview.com.

40. California Users

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about IPTV must be sent to our agent for notice to: support@iptechview.com

Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.