

## TERMS OF USE

**Effective Date: November 26, 2018**

This Terms of Use (“**TOU**”) is a binding contract between you, an individual user (“**you**”) and Company Inc. (“**Company**,” “**we**,” “**us**” or “**our**”) governing your use of the website located at <https://www.coprocare.us/> (“**Site**”). **BY ACCESSING OR USING THE SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS TOU. IF YOU DO NOT AGREE TO THIS TOU, THEN YOU MUST NOT ACCESS OR USE THE SITE.**

Material Terms: As provided in greater detail in this TOU (and without limiting the express language of this TOU), you acknowledge the following:

- you consent to the collection, use, and disclosure of your information in accordance with the Company Privacy Policy (“[Privacy Policy](#)”);
- the Site is provided “as is” without warranties of any kind and Company’s liability to you is limited; and
- we will resolve disputes arising under this TOU through binding arbitration. **By accepting this TOU, as provided in greater detail in Section 8 of this TOU, you and Company are each waiving the right to a trial by jury or to participate in a class action.**

### 1. **General Terms and Conditions.**

- a. Description. The Site provides you with a marketplace platform, compiled from several sources including publicly available information and existing public agency contracts for (i) public agencies to search, access and use existing public agency contracts; and (ii) vendors to acquire new sales from public agency customers.
- b. Changes to this TOU. You understand and agree that Company may change this TOU at any time without prior notice. Company will endeavor to provide you with prior notice of any material changes. You may read a current, effective copy of this TOU at any time by selecting the appropriate link on the Site. The revised TOU will become effective at the time of posting on the Site, and your use of the Site after such time will constitute your acceptance of the revised TOU. If any change to this TOU is not acceptable to you, then your sole remedy is to stop using the Site. Notwithstanding the preceding sentences of this Section 1.b, no revisions to this TOU will apply to any dispute between you and Company that arose prior to the effective date of those revisions.
- c. Consideration. Company currently provides you with access to the Site for free. In return for enjoying this free access, you acknowledge and agree that Company may generate revenues, increase goodwill or otherwise increase the

value of Company from your use of the Site, and you will have no right to share in any such revenues, goodwill or value whatsoever. Company in its sole discretion may eventually charge you fees to access certain features on the Site. Company will provide you with advance notice of any such fees before they take effect.

- d. Privacy Policy. Your use of the Site is also subject to Company's [Privacy Policy](#), which is incorporated into this TOU by reference.
- e. Disclaimers. YOU UNDERSTAND AND AGREE THAT COMPANY (I) DID NOT AUTHOR OR DRAFT ANY EXISTING PUBLIC AGENCY CONTRACTS AVAILABLE ON THE SITE; (II) WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ENSURING COMPATIBILITY BETWEEN EXISTING PUBLIC AGENCY CONTRACTS AVAILABLE ON THE SITE AND YOUR GOVERNMENT'S RULES AND REGULATIONS; AND (III) WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY PUBLIC AGENCY CONTRACTS AVAILABLE ON THE SITE.
- f. Jurisdictional Issues. The Site is controlled and operated by Company from its offices in the State of California. Company makes no representation that materials on the Site are appropriate, lawful or available for use in any locations other than the United States of America. Those who choose to access or use the Site from locations outside the United States of America do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.
- g. Eligibility. THE SITE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SITE BY COMPANY. IF YOU ARE UNDER 13 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SITE AT ANY TIME OR IN ANY MANNER. Furthermore, by using the Site, you affirm that either you are at least 18 years of age or have been authorized to use the Site by your parent or legal guardian who is at least 18 years of age. If you are using the Site on behalf of an entity, organization, or company, then you represent and warrant that you have the authority to bind that organization to this TOU and you agree to be bound by this TOU on behalf of that organization.

## 2. **Accounts and Commenting**

- a. Log-In Credentials. While you may always browse the public-facing portions of the Site without registering with us, in order to enjoy the full benefits of the Site you must register an account with us ("**Account**").
- b. Account Security. You are responsible for the security of your Account and are fully responsible for all activities that occur through the use of your log-in credentials. You agree to notify Company immediately at [hello@coprocure.us](mailto:hello@coprocure.us) if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. Company will not be liable for any loss or damage arising from

unauthorized use of your log-in credentials prior to you notifying Company of such unauthorized use or loss of your log-in credentials. Separate log-in credentials may be required to access External Sites (defined in Section 6 below).

- c. Accuracy of Information. When creating an Account, you will provide true, accurate, current, and complete information as Company requests. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this TOU, cause damage to or impair the Site, infringe or violate any third party rights, damage or bring into disrepute the reputation of Company, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then Company may terminate your Account immediately without notice to you and without any liability to you or any third party.

### 3. **Intellectual Property Rights.**

- a. License. Subject to your complete and ongoing compliance with this TOU, Company hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to access and use the Site solely for non-commercial purposes and in strict compliance with the provisions of this TOU.
- b. Content. The content that Company provides to you on the Site, including, without limitation, any text, graphics, software, interactive features, information or other materials, is protected by copyright or other intellectual property rights and owned by Company or its licensors (collectively, the "**Company Content**"). Moreover, Company or its licensors own all design rights, database and compilation rights and other intellectual property rights in and to the Site, in each case whether registered or unregistered, and any related goodwill.
- c. Marks. The Company trademarks, service marks, and logos (collectively, the "**Company Trademarks**") used and displayed on the Site are Company's registered and/or unregistered trademarks or service marks. Any other product and service names located on the Site may be trademarks or service marks owned by third parties (collectively with the Company Trademarks, the "**Trademarks**"). Except as otherwise permitted by law, you may not use the Trademarks to disparage Company or the applicable third party, Company's or a third party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any website without Company's prior express written consent. All goodwill generated from the use of any Company Trademark will inure solely to Company's benefit.
- d. Restrictions. Company hereby reserves all rights not expressly granted to you in this Section 3. Accordingly, nothing in this TOU or on the Site will be construed as

granting to you, by implication, estoppel, or otherwise, any additional license rights in and to the Site or any Company Content or Trademarks located or displayed on or within the Site.

**4. Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements.**

- a. Respect of Third Party Rights. Company respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our Users to do the same. Infringing activity will not be tolerated on the Site.

**5. Restrictions on Use of the Site.**

- a. Without limiting any other terms of this TOU, when using the Site, you agree not to (and not to attempt to):
- i. decipher, decompile, disassemble, or reverse engineer any of the software or source code comprising or making up the Site;
  - ii. use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, or any activity conducted on the Site;
  - iii. delete or alter any material Company makes available on the Site;
  - iv. frame or link to any of the materials or information available on the Site;
  - v. use or exploit any Trademarks or Company Content in any manner that is not expressly authorized by this TOU;
  - vi. access, tamper with, or use non-public areas of the Site, Company's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Company's providers;
  - vii. provide any false personal information to Company;
  - viii. create a false identity or impersonate another person or entity in any way;
  - ix. restrict, discourage, or inhibit any person from using the Site;
  - x. use the Site, without Company's prior express written consent, for any unauthorized purpose, including, but not limited to, gambling;
  - xi. gain unauthorized access to the Site or personally identifiable information, or to other computers or websites connected or linked to the Site;
  - xii. Post any Objectionable Content;

- xiii. post any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Site or communications equipment and computers connected to the Site;
- xiv. violate any federal, state, or local laws or regulations or the terms of this TOU; or
- xv. assist or permit any person in engaging in any of the activities described above.

6. **External Sites.** The Site may contain links to other websites or other online properties that are not owned or controlled by Company (collectively, "**External Sites**"). The content of External Sites is not developed or provided by Company. Company is not responsible for the content of any External Sites and does not make any representations regarding the content or accuracy of any materials on External Sites. You should contact the site administrator or Webmaster for External Sites if you have any concerns regarding content located on those External Sites. You should take precautions when downloading files from all websites to protect your devices from viruses and other destructive programs. If you decide to access any External Sites, then you do so at your own risk. Further, you will be solely responsible for compliance with any terms of service or similar terms imposed by any External Site in connection with your use of External Sites, including, without limitation, when you transmit Streams to External Sites.

7. **Feedback.** While our own staff works to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the User community. If you choose to contribute by sending Company or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to Company, you agree that:

- a. Company has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- b. Feedback is provided on a non-confidential basis, and Company is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and
- c. You irrevocably grant Company perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any

purpose and without restriction, free of charge, and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

8. **Dispute Resolution.**

- a. **General.** In the interest of resolving disputes between you and Company in the most expedient and cost effective manner, you and Company agree that any dispute arising out of or in any way related to this TOU or your use of the Site will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this TOU or your use of the Site, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this TOU. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS TOU, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.**
- b. **Exceptions.** Nothing in this TOU will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) to file suit in a court of law to address an intellectual property infringement claim.
- c. **Arbitrator.** Any arbitration between you and Company will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this TOU, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Company. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- d. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail ("**Notice**"). Company's address for Notice is: 368 Elm Street #406, San Francisco, CA, 94102, Attn: Chief Executive Officer. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Company must not be disclosed to the arbitrator until after the arbitrator makes a final

decision and award, if any. If the dispute is finally resolved through arbitration in your favor with a monetary award that exceeds the last written settlement amount offered by Company prior to selection of an arbitrator, Company will pay you the highest of the following: (A) the amount awarded by the arbitrator, if any; (B) the last written settlement amount offered by Company in settlement of the dispute prior to the arbitrator's award; or (C) \$15,000.

- e. Fees. If you commence arbitration in accordance with this TOU, Company will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in San Francisco County, California, but if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- f. No Class Actions. **YOU AND COMPANY 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.** Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- g. Modifications to this Arbitration Provision. Except as otherwise provided in this TOU, if Company makes any future change to this arbitration provision, other than a change to Company's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Company's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Company.

- h. **Enforceability.** If Section 8 above is found to be unenforceable or if the entirety of this Section 8 is found to be unenforceable, then the entirety of this Section 8 will be null and void.

9. **Limitation of Liability and Disclaimer of Warranties.** THE TERMS OF THIS SECTION 9 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

- a. NEITHER COMPANY NOR ITS AFFILIATES (COLLECTIVELY, "**COMPANY PARTIES**") MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE SITE OR ANY CONTENT THEREON. ACCORDINGLY, THE SITE AND ALL CONTENT THEREON ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. CONSEQUENTLY, YOU AGREE THAT YOU SOLELY ASSUME ALL RISKS ARISING FROM YOUR USE OF THE SITE.
- b. WITHOUT LIMITING SECTION 9.a THE COMPANY PARTIES DO NOT WARRANT THAT THE SITE AND ANY CONTENT THEREON ARE FREE OF ERRORS, COMPUTER VIRUSES, OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SITE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THEN NO COMPANY PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.
- c. IN NO EVENT WILL ANY COMPANY PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR INABILITY TO USE THE SITE AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY, AND THE LIABILITY OF ANY OF THE OTHER COMPANY PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE ARISING FROM THIS TOU IS LIMITED TO U.S. \$100.

10. **Third Party Disputes.** ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY IN CONNECTION WITH YOUR USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY OTHER USER), IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY IRREVOCABLY RELEASE THE COMPANY PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

11. **Indemnification.** To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Company Parties from and against any claims, actions, or



demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from (a) your breach of this TOU; or (b) your access to, use, or misuse of the Company Content, Trademarks or the Site. Company will provide notice to you of any such claim, suit, or proceeding. Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section if Company believes that you are unwilling or incapable of defending Company's interests. In such case, you agree to cooperate with any reasonable requests assisting Company's defense of such matter at your expense.

**12. Term and Termination of the TOU.**

- a. Term. As between you and Company, the term of this TOU commences as of your first use of the Site and continues until the termination of this TOU by either you or Company.
- b. Termination. You may terminate this TOU by sending written notification to Company at [hello@coprocare.us](mailto:hello@coprocare.us) and terminating your use of the Site. Company reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to all or any part of the Site or to terminate this TOU at any time without prior notice or liability if you breach any provision of this TOU or violate the rights of any third party on or through the Site. Company reserves the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability. Sections 1(b), 1(c), 1(e), 1(f), 1(g), 2(b), 3(b)-(d), 4-14 and all defined terms used therein will survive the termination of this TOU indefinitely.

**13. Consent to Electronic Communications.** By using the Site, you consent to receiving certain electronic communications from us as further described in the [Privacy Policy](#). Please read the [Privacy Policy](#) to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**14. Miscellaneous.** This TOU is governed by the internal substantive laws of the State of California without respect to its conflict of laws provisions. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this TOU or use of the Site. If any provision of this TOU is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this TOU, which will remain in full force and effect. Failure of Company to act on or enforce any provision of this TOU will not be construed as a waiver of that provision or any other provision in this TOU. No waiver will be effective against Company unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Company and you in writing, this TOU constitutes the entire agreement between you and Company with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein. The Section headings are provided merely for convenience and will not be given any legal import. This TOU will inure to the benefit of our successors and assigns. You may not assign this TOU or any of the rights or licenses granted

hereunder without the prior express written consent of Company. Company may assign this TOU, including all its rights hereunder, without restriction. For the purposes of this TOU, an assignment includes, without limitation, any merger, acquisition of stock or assets, change of control or similar transaction.

15. **Contact Us.** If you would like to contact us in connection with your use of the Site, then please contact us by email at [hello@coprocure.us](mailto:hello@coprocure.us).