

TERMS AND CONDITIONS OF USE and WEBSITE LEGAL NOTICE

Last Update: June 29,2020

By using this website or Digital Dashboard, you hereby agree to the following Terms of Use. If you do not agree to these Terms and Condition of Use, do not use this website or the DigitalDashboard associated with it.

© Copyright MarketPowerUSA, LLC. All rights reserved. Reproduction, adaptation, or translation without permission is prohibited except as allowed under the International copyright laws. All the text, graphics, design, content, and other works, UNLESS hereinafter noted as otherwise belonging to our Customers, are the copyrighted works of MarketPowerUSA, LLC.

TERMS AND CONDITIONS OF USE

Welcome to one of the websites developed by MarketPowerUSA, LLC and in particular, www.DigitalDashboards.net which is owned by MarketPower USA, LLC. Use of this site is governed by the Terms and Conditions set forth. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. The information and materials provided by MarketPowerUSA, LLC may be used for informational purposes only. By using, accessing or downloading materials from this website you agree to follow the terms and provisions as outlined in this legal notice, which apply to all visits to the MarketPowerUSA, LLC website, including but not limited to, any version of www.DigitalDashboards.net, both now and in the future. MarketPowerUSA, LLC may at any time revise and update the Terms and Conditions. You are encouraged to periodically visit this page to review the most current Terms and Conditions to which you are bound. **If you do not agree to these Terms and Condition of Use, please do not use this website or the DigitalDashboard associated with it.**

RESTRICTIONS

You may view information, and in some cases download and copy information and materials available on this website solely for your personal, non-commercial use. You may also use such material within your organization in connection with the support of MarketPowerUSA, LLC's products. As a condition of use, you agree not to modify or revise any of the material in any manner, and to retain all copyright and other proprietary notices as contained in the original materials on any copies of the materials. No other use of the materials or information is authorized. Any violation of the foregoing will result in termination of your use of the site, and any Membership, if applicable, and may result in civil and/or criminal liabilities.

OWNERSHIP OF INFORMATION AND MATERIALS

The information and any materials (including white papers, press releases, data sheets, product descriptions, FAQs and any other information) available on or from this website are the copyrighted works of MarketPowerUSA, LLC, and/or their respective owners which may be commercial users and/or strategic partners of MarketPowerUSA, LLC, and any unauthorized use of that information or materials may violate copyright, trademark and other laws. Any and all rights not expressly granted herein are reserved.

TRADEMARK INFORMATION

MarketPowerUSA, LLC's trademarks, as well as those belonging to commercial users and/or strategic partners of MarketPowerUSA, LLC, may be used only with written permission from MarketPowerUSA, LLC. MarketPowerUSA, LLC, and the term MarketPower™ are registered trademarks or unregistered trademarks of MarketPowerUSA, LLC. All other trademarks, brands, and names are the property of their respective owners. Except as expressly specified in these terms and legal restrictions, nothing contained

herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark, copyright or any proprietary rights of MarketPowerUSA, LLC or any third party.

DISCLAIMER OF CONTENT OF DigitalDashBoards PRODUCED BY MARKETPOWER USA, LLC

As a primary service to our commercial clients and strategic partners ("Customers"), MarketPowerUSA, LLC produces semi-customized DigitalDashboards™ to organize and display information for such Customers to display to clients of prospective clients of such Customers. These Content of each DigitalDashboard is provided and most often owned and operated our Customers, including but not limited to sites that may have common ownership with MarketPowerUSA, LLC. MarketPowerUSA, LLC makes no representation and is not responsible for the availability of, or accuracy of, content located in any of the DigitalDashboards. The presence of information on any one of our DigitalDashboards or websites is not an indication that MarketPowerUSA, LLC endorses such content, nor is MarketPowerUSA, LLC in any way responsible for the content of any of the DigitalDashboards.

LINKS TO OTHER WEBSITES

As a convenience and to make the MarketPowerUSA, LLC website truly service oriented we may have included links to complementary sites on the Internet. These sites are owned and operated by third parties, including but not limited to sites that may have common ownership with MarketPowerUSA, LLC. MarketPowerUSA, LLC makes no representation and is not responsible for the availability of, or content located on or through, these third-party sites. A third-party link from the MarketPowerUSA, LLC website is not an indication that MarketPowerUSA, LLC endorses the third party or its site, or has any affiliation with or between MarketPowerUSA, LLC and the third-party hosting site.

FEEDBACK

All comments, feedback, information or materials submitted to MarketPowerUSA, LLC through or in association with this website shall be considered non-confidential and MarketPowerUSA, LLC's property. By submitting such comments, information, feedback, or materials to MarketPowerUSA, LLC, you agree to a no-charge assignment to MarketPowerUSA, LLC of worldwide rights to use, copy, modify, display and distribute the submissions. MarketPowerUSA, LLC may use such comments, information or materials in any way it chooses in an unrestricted basis.

DISCLAIMER AND INDEMNIFICATION

The MarketPowerUSA, LLC Internet team strives to provide you with useful, accurate, and timely information in our DigitalDashboards as it is made available by our Customers. Accordingly, MarketPowerUSA, LLC has attempted to provide accurate information and materials in our DigitalDashboards but assumes no responsibility for the accuracy and completeness of that information or materials. MarketPowerUSA, LLC may change the content of any information or materials available at this website, or to the products described in them, at any time without notice. However, MarketPowerUSA, LLC makes no commitment to update the information or materials on this website which, as a result, may be out of date. Information and opinions expressed in DigitalDashboards or other forums are not necessarily those of MarketPowerUSA, LLC. Neither MarketPowerUSA, LLC, nor its officers, directors, employees, agents, distributors, or affiliates are responsible or liable for any loss damage (including, but not limited to, actual, consequential, or punitive), liability, claim, or other injury or cause related to or resulting from any information posted on MarketPowerUSA, LLC's website or DigitalDashboard. MarketPowerUSA, LLC reserves the right to revise these terms and/or legal restrictions at any time. You are responsible for reviewing this page from time to time to ensure compliance with the then-current terms and legal restrictions because they will be binding on you. Certain provisions of these terms and legal restrictions may be superseded by expressly designated legal notices or terms located on particular pages of this website.

By using this website or DigitalDashboard, whether you are a Customers and/or a User of our DigitalDashboards, landing pages, and/or websites, you hereby agree to indemnify, hold harmless, save and defend MarketPower USA, LLC, its officers, owners, members, employees, affiliates and contractors from any claims or causes of action that might otherwise arise from your use of this DigitalDashboard or the content thereof.

If you do not agree to these Terms and Condition of Use, do not use this website or the DigitalDashboard associated with it.

ALL INFORMATION AND MATERIALS AVAILABLE AT THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND MarketPowerUSA, LLC DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN NO EVENT SHALL MarketPowerUSA, LLC BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEBSITE, ANY WEBSITES LINKED TO THIS WEBSITE, OR THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH WEBSITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS OR INFORMATION ON THIS WEBSITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF.

TERMINATION OF USE

MarketPowerUSA, LLC may, in its sole discretion, terminate or suspend your access to all or part of the MarketPowerUSA, LLC website and/or DigitalDashboard, including, but not limited to any documents on its site, for any reason, including without limitation, breach of this agreement. In the event this agreement is terminated, the restrictions regarding materials appearing on the site and the representations and warranties, indemnities, and limitation of liabilities set forth in this agreement shall survive any such termination.

GOVERNING LAW; JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey exclusive of its choice of law principles. The New Jersey courts shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and each party hereby consents to the jurisdiction and venue of such courts.

GENERAL PROVISIONS

If any provision of this agreement is deemed void, unlawful or otherwise unenforceable for any reason, that provision shall be severed from this agreement and the remaining provisions of this agreement shall remain in force. This contains the entire agreement between you and MarketPowerUSA, LLC concerning your use of the site, and the agreement shall not be modified, except in writing, signed by both parties. If you have questions regarding MarketPowerUSA, LLC's Terms and Conditions, please email: support@MarketPowerUSA.com . Also, review MarketPowerUSA, LLC's Privacy Policy.