

Cloverleaf Technologies, LLC Terms of Use Agreement

The following Terms of Use Agreement ("Agreement") describes the terms on which Cloverleaf Technologies, LLC ("Cloverleaf" or "Company") offers you access to Perkloud™ (the "Services," as more fully defined below) and this Web site ("Site"). By accessing the Site or using the Services, you agree to be bound by the terms of this Agreement, including the incorporated Privacy Policy, and any subsequent versions as may be updated from time to time as set forth below. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS THE SITE OR RECEIVE ANY SERVICES. The right to use the Site or Services is personal to you and is not transferable to any other person or entity. You are responsible for all use of any account(s) set up by you (under any screen name or password) and for ensuring that all use of the account(s) complies fully with the provisions of this Agreement.

1. INTRODUCTION. This Agreement is a legal agreement between the Company and you that provides the terms under which you will be permitted to access the Site and use the Services. This Site is used to host the Services, which allows you to conveniently utilize the Company's Services anywhere you have an Internet connection. Please note that the Company only provides the Site and Services and in no way assists with any promotional activities or creation of content within the Site or Services. In addition, the Company does not qualify or screen users of the Site or Services or any venues used to conduct promotions.

For the purpose of this Agreement the following capitalized terms shall have the following meanings:

"Cloverleaf" or "Company" means Cloverleaf Technologies, LLC and its affiliates.

"Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights and any and all applications, divisions, renewals, extensions and restorations thereof in force now or hereafter in effect worldwide.

"Services" means any services or service components as may be offered by the Company from time to time, including the Perkloud software that allows users to manage and execute promotional activities and that permit and support access to and use of an interactive, social media network consisting of information, content, and transactional capabilities.

"Site" means the www.perkloud.com website.

2. CHANGED TERMS. The Company may, at any time and without notice to you, change or discontinue any aspect of the Site or Services and change or modify the terms and conditions applicable to your use of the Site or Services, including, but not limited to, the terms of this Agreement. Except as stated elsewhere, all amended terms shall be binding and effective thirty (30) days after they are posted on the Site. You agree to periodically and regularly review the Site, including the current version of this Agreement, to be and remain aware of the terms of this Agreement. Your use of the Site or Services constitutes acceptance of any amendments to this Agreement.

3. CONSENT TO USE OF DATA; PRIVACY. The Company does not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. You agree that the Company may collect and use information about you and your use of the Site and Services solely to improve the Site and Services and in accordance with the Company's "Privacy Policy." The Company's Privacy Policy is set forth in full at www.perkloud.com/

privacy. The Privacy Policy is incorporated by reference and is part of this Agreement as if set forth fully. The Privacy Policy may be changed from time to time, and changes take effect when we post them on the Site.

4. ELECTRONIC COMMUNICATIONS. When you visit the Site, use the Services, or contact the Company through e-mail, you are communicating with the Company electronically. The Company will communicate electronically with you, including by sending you e-mails and posting notices and other information to the Site. You consent to receive communications from the Company electronically. It is your responsibility to provide a current e-mail address and to update your e-mail address as necessary. You agree that all agreements, notices, disclosures, and other communications that the Company provides to you electronically shall satisfy any legal notice requirements, including any requirements that such communications be in writing.

5. COPYRIGHT OF SITE CONTENT. The Site and all of its content, including text, graphics, logos, button icons, images, digital downloads, data compilations, and software code is the property of the Company and protected by United States and international copyright laws. The compilation of all content on this Site is the exclusive property of the Company and protected by United States and international copyright laws. All software used on this Site is the property of the Company or its software suppliers and protected by United States and international copyright and/or other intellectual property protection laws.

6. TRADEMARKS. “Perkloud” and any graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks, design marks or trade dress of the Company or its affiliates in the United States and/or other countries. The Company’s trademarks and trade dress may not be used in connection with any product or service without the express, written consent of the Company. Graphics, logos, and service marks of third parties may be included on the Site and such inclusion is done with permission from the third parties and may not be used in connection with any product or service without the express, written consent of such third party.

7. LICENSE AND SITE ACCESS. The Company grants you a non-exclusive limited license to access the Site and use the Services. While using the Site and Services, you will not:

- Post content in an inappropriate area on the Site;
- Post anywhere on the Site pornographic or sexually explicit content or hate speech (i.e., speech which attacks or demeans a group based on race or ethnic origin, religion, gender, disability, veteran status, age, or sexual orientation/gender identity);
- Violate any laws, third party rights, this Agreement, or any of the Company’s policies;
- Post false, inaccurate, misleading, defamatory, or libelous content;
- Circumvent or manipulate the Company’s fee structure, billing process, or fees owed to the Company;
- Copy, modify, or distribute content from the Site or Services or the Company’s copyrights or trademarks;
- Reverse engineer, or otherwise, reproduce, transmit, publicly perform, distribute, commercially exploit, adapt, translate, bundle, merge, share or make available to any person, or create derivative works of such material or content;
- Use the Site or Services if you are not able to form legally binding contracts, are under the age of 21, or are temporarily or indefinitely suspended from using the Site or Services;
- Transfer your account and user ID to another party without the Company’s consent;

- Distribute or post spam, unsolicited, or bulk electronic communications;
- Distribute viruses or any other technologies that may harm the Company or the interests or property of other users;
- Collect information about users, including e-mail addresses, without their consent;
- Use any robot, spider, scraper, or other automated means to access the Site or use the Services for any purpose;
- Take any action that imposes or may impose (in the Company's sole discretion) an unreasonable or disproportionately large load on the Company's infrastructure;
- Bypass any measures the Company may use to prevent or restrict access to the Site or Services;
- Interfere or attempt to interfere with the proper working of the Site, Services or any activities conducted on or with the Site or Services; and
- Collect information from users without first obtaining their consent, making it clear that you (and not Cloverleaf) is the one collecting their information, and post a privacy statement explaining what information you collect and how you will use it;
- Use the services to create, host or transmit any material that threatens or encourages bodily harm or the destruction of property or would constitute a criminal offense or give rise to civil liability using the services to create, host or transmit material which infringes the copyright, trademark, patent, trade secret or other intellectual property or proprietary rights of any other party;
- Use the services to create, host or transmit unsolicited advertising material to other users.

This Site is intended for use by you only if you are of legal age to purchase alcohol in your country of residence and in the country from which you are accessing the site. If you do not fall within this category, you may be in breach of laws or regulations applicable in your country of residence or in your country of access and you should leave the Site immediately.

This list only serves to provide examples and is not meant to be an exclusive list of the type of misuses of the interactive services that may result in the restriction, suspension or termination of your access to the Site. Due to the global nature of the internet, users hereby agree to comply with all local rules regarding on-line conduct and acceptable content. Users also agree to comply with any applicable rules regarding the export of any data from any country.

8. YOUR ACCOUNT. You are responsible for maintaining the confidentiality of your user name and password and for restricting other parties from using this information to access your account. If you believe that your user name or password has been compromised, please contact the Company immediately at help@perkloud.com. You are responsible for all information posted at or through your account prior to the time you notify the Company that your account has been compromised. The Company reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion and for any reason.

9. YOUR CONTENT. You are responsible for the accuracy of all information you submit to the Company or through the Site or Services and represent and warrant that have the legal right and authority to provide any such information to the Company or through the Site or Services. When you provide the Company with content, including reviews and testimonials, you grant the

Company a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and fully sublicensable right to exercise any and all copyright, trademark, publicity, and database rights you have in the content, in any media known now or in the future.

10. CONDITIONS OF SERVICES. You acknowledge and agree that the Company has the absolute right to terminate your account at any time and for any reason or no reason and without notice to you. The Company reserves the right to remove or edit content that, in the Company's sole judgment, is offensive, illegal, threatening, lewd, or violates this Agreement. If you created an account as a business entity, you represent that you have the authority to bind the entity to this Agreement.

We may restrict, suspend or terminate your access to the Site and/or your ability to avail of any of the services on the Site, including interactive services, if we believe that you have breached these Terms & Conditions at any time. Any such restriction, suspension or termination will be without prejudice to any rights which we may have against you in respect of your breach of these Terms & Conditions. We may also remove the Site as a whole or any sections or features of the Site at any time. Please note that we have the ability to trace your IP address and if necessary contact your ISP in the event of a suspected breach of these Terms & Conditions.

11. NO AGENCY. You acknowledge and agree that no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement or your use of the Site or Services.

12. ADDITIONAL SPECIFIC CONDITIONS OF SERVICES FOR REGULATED PRODUCT COMPANIES. If you use the Site or Services to market government-regulated products, including alcohol, tobacco, and prescription medication, you agree that it is your sole responsibility to comply with all laws, rules, and regulations that may apply to the marketing of such products, including any federal, state, or local regulations imposing age restrictions and limiting the type, manner, location, and content of advertisements and promotions.

13. DISCLAIMER OF WARRANTIES. The Site and Services are provided on an "as is" and "as available" basis. EXCEPT AS MAY BE OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CLOVERLEAF DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THE COMPANY DOES NOT MAKE ANY WARRANTY THAT ACCESS TO THE SITE OR THE SERVICES LICENSED HEREIN WILL MEET YOUR REQUIREMENTS OR THAT ACCESS OR SERVICES WILL BE AVAILABLE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THE COMPANY MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USING THE SITE OR SERVICES. YOU AGREE THAT ANY MATERIAL AND/OR DATA OBTAINED OR PROVIDED THROUGH THE SITE OR SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT MAY RESULT. THE COMPANY MAKES NO WARRANTY REGARDING ANY MATERIALS, PRODUCTS, OR BENEFIT OF ANY KIND PROVIDED BY THIRD PARTIES THAT ARE OBTAINED THROUGH OR AS A RESULT OF ANY TRANSACTION ENTERED INTO, THROUGH, OR AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SITE OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT THAT CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES,

SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY. YOU AGREE THAT THE EXCLUSIONS HEREIN SHALL APPLY TO FULLEST EXTENT PERMITTED BY LAW.

14. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PROSPECTIVE BUSINESS ADVANTAGE, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY, INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF, MISUSE OF, OR INABILITY TO USE THE SITE OR SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, OR RELATED CONTENT, OR OTHERWISE ARISING OUT OF THE USE, MISUSE, OR UNAVAILABILITY OF THE SITE OR SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF THE COMPANY, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO YOU FOR YOUR OR ANOTHER USER'S USE OR MISUSE OF THE SITE OR SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OF, MISUSE OF, OR RELIANCE ON THE SITE OR SERVICES OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR SERVICES, INCLUDING DAMAGES THAT MIGHT BE INCURRED BY THIRD PARTIES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND THE FULLEST EXTENT PERMITTED BY LAW.

16. EXCLUSIVE REMEDY. Regardless of the previous paragraphs, if the Company is found to be liable, its liability to you or to any third party is limited to the greater of (a) the total fees paid by you to the Company in the twelve (12) months prior to the action giving rise to the liability, or (b) \$100.

17. APPLICABLE LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Massachusetts, excluding its conflict of laws rules. You and the Company hereby agree to submit to the sole and exclusive subject matter jurisdiction, personal jurisdiction, and venue in the state and federal courts located within the State of Massachusetts.

18. INDEMNIFICATION/RELEASE. You shall indemnify the Company and its affiliates (including, but not limited to, its shareholder, employees, officers, and agents) from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising from your use of the Site or Services, breach of this Agreement, or violation of any law or the rights of a third party. If you have a dispute with one or more users, you release the Company (including, its shareholders, directors, employees, officers, and agents) from claims, demands, and damages (actual or consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

19. COPYRIGHT NOTICE AND COUNTER NOTICE. If you believe that content available on or through this Site infringe your copyrights, or that your Intellectual Property Rights have been otherwise violated, the Digital Millennium Copyright Act (the “DMCA”) and other applicable laws permit you to request that the content be removed or access be blocked. If you believe that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA.

In the case of notices, please provide the following information to Cloverleaf’s Copyright Agent at the address below:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly being infringed;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on Cloverleaf’s Site, with enough detail that we may find it on the website (in most circumstances, we will need a URL);
4. Your address, telephone number, and email address so that you can be contacted by Cloverleaf, if necessary;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

The Company maintains a policy that provides for the termination in appropriate circumstances of Site use privileges of users who are repeat infringers of intellectual property rights. Please be aware that there can be substantial penalties for false claims. Thus, if you are not sure whether content available on or located through this Site infringes your intellectual property, you should contact an attorney.

In the case of counter-notices, please provide the following information to Cloverleaf’s Copyright Agent:

1. Your electronic or physical signature;
2. Identification of the material that has been removed or to which access has been blocked and the location it appeared prior to removal or blocking;
3. A statement under penalty of perjury that you have a good faith belief that the content was removed or blocked as a result of mistake or misidentification; and
4. Your contact details and a statement that you consent to the jurisdiction of federal District Court for the judicial district where you live.

All notices and counter-notices for the Site should be sent to our Copyright Agent at:

Via electronic mail at: legal@cloverleafftechnologies.com

Via regular mail at: Copyright Agent
Cloverleaf Technologies, LLC
15 New England Executive Park
Burlington, MA 01803

20. MISCELLANEOUS PROVISIONS. If for any reason a court of competent jurisdiction finds any provision or portion thereof to be unenforceable, the remainder of the terms of the Agreement shall continue in full force and effect. This Agreement and any expressly incorporated document represents the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements to the extent not consistent herewith, written or oral, including any individual agreement setting forth the term on which the services are to be provided by Cloverleaf to you. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the Company. The failure by the Company to enforce any provision of this Agreement or portion thereof does not act as a waiver or estop the Company from enforcement of the remaining terms. The section headings appearing in this Agreement are inserted for convenience only and in no way define, limit, construe or describe the scope or extent of any section or, in any way, affect such section.