

TERMS AND CONDITIONS OF USE OF INSPIRED RESULTS WEBSITE

1. CONSENT

The following terms and conditions govern the use of the website located at www.inspirenw.com (the "Website"), and the content, data and materials available or generated on the Website (the "Content") which are owned by Inspired Results, Inc., an Oregon corporation (the "Company"). By using or visiting the Website and/or any the Company's applications, products, software, data feeds, and/or other services provided from or through the Website (also collectively the "Website") you signify your agreement to these terms and conditions (the "Terms of Use"), and the Privacy Notice.

- a. BY SELECTING THE "I AGREE" BUTTON, YOU: (i) ARE OVER THE AGE OF EIGHTEEN ARE ENTERING INTO A LEGALLY BINDING CONTRACT THAT IS VALID AND ENFORCEABLE UNDER A VARIETY OF STATE AND/OR FEDERAL STATUTES AND THE COMMON LAW; (ii) HAVE THE POWER AND AUTHORITY TO ENTER INTO AND PERFORM YOUR OBLIGATIONS UNDER THESE TERMS AND CONDITIONS; (iii) AGREE TO BE BOUND BY AND COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH HEREIN; (iv) HAVE PROVIDED ACCURATE AND COMPLETE INFORMATION; AND (v) CONSENT TO RECEIVING THESE TERMS AND CONDITIONS AND ALL DOCUMENTS AND DISCLOSURES INCORPORATED BY REFERENCE IN ELECTRONIC FORM.
- b. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE WEBSITE AND CONTENT. Should you object to any term or condition, or any subsequent modifications or become dissatisfied with the Content or Website in any way, your only recourse is to immediately discontinue use of the Content and Website. The Company has the right, but is not obligated, to strictly enforce any term or condition through self-help, active investigation, litigation and prosecution. You agree that the Company failure to enforce any right or requirement that you comply with any obligation contained in these terms and conditions is not a waiver of any right or obligation and will not support any claim of waiver of any other right or obligation.

2. CHANGES AND MODIFICATIONS

These Terms of Use may be changed by the Company. The Company may, in its sole discretion, modify or revise these Terms of Use and policies at any time by posting the amended Terms of Use on the Website, and you agree to be bound by such modifications or revisions. If we make a material amendment to these Terms of Use, we will attempt to notify you by email or posting notice of the amendment on the Website. Any amendment to these Terms of Use shall be effective automatically and immediately after it is posted. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

3. LIMITED LICENSE

- a. Subject to compliance with these Terms of Use and any documents incorporated by reference, you are granted a nonexclusive, nontransferable, limited license to access and use the Website and Content from time to time made available to you. This license is not a sale of the Content. You acquire no proprietary interest in the Website or Content. Only individuals authorized by the Company may download and use the Website or Content.
- b. You may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any Content you have posted or that has been posted by any other person, company or the Company. You agree not to use the Website and Content except as expressly permitted by these Terms of Use. You shall not transfer, sublicense, rent, lease or lend the Content to any third party. You shall not modify, reverse engineer, create derivative works, disassemble or decompile the Website or Content. You may not use any direct link, page scraper, robot, crawler, index, spider or other automatic device program, algorithm or methodology to access, copy, acquire information or use the Website or Content.
- c. The Website and Content incorporate third-party software and data, including but not limited to Google Earth and Google Maps. These software programs are property of their respective owners. By using the Content and Website, you consent to the terms of use and license terms of these third-parties.
- d. You agree to use this Website only for your own personal and non-commercial use except with our permission. We do not grant you a license to use this Website for any other purpose. Without limiting the generality of the foregoing, you may not distribute any part of the Content over any network, including a local area network, nor sell or offer it for sale.
- e. All rights in the product names, company names, trade names, logos, product packaging, and designs of all of our (or any third-party) products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to their respective owners, and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on this Website confers on you any license or right under any patent or trademark of any third party.

4. INCORPORATION OF OTHER DOCUMENTS

Other provisions that govern your use of the Website or Content may be set forth in other agreements, documents, terms, conditions and policies. If referenced herein, all of these other provisions are incorporated by reference into these Terms of Use. Notwithstanding anything to the contrary, in the event of a conflict between the provisions in these documents and these terms and conditions, the provisions in these documents will control. Your use of the Website or Content is subject to these additional terms and conditions.

5. CONTENT OF POSTINGS

- a. As an account holder in the Website, users have an opportunity to publish, submit, or otherwise post information (“Conversation Content”). You understand that the Company does not guarantee any confidentiality with respect to any List you submit. Please note

that your user ID will appear each time you List. While we advise against listing any personal information, should you do so, please use the utmost in care.

- b. You agree that none of your Conversation Content will: (i) infringe on the intellectual property, trade secret, privacy, or publicity rights of others; (ii) contain false statements or misrepresentations that could damage the Company or any third party; (iii) include unlawful, obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, racially or ethnically objectionable, profane, vulgar, or embarrassing material, as determined by the Company in its sole discretion; and/or (iv) be illegal or otherwise objectionable to the Company.
- c. You shall be solely responsible for your own Conversation Content and the consequences of submitting and publishing your Conversation Content on the Website. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Conversation Content you submit; and you license to the Company all patent, trademark, trade secret, copyright or other proprietary rights in and to such Conversation Content for publication on the Website pursuant to these Terms of Use.
- d. Although you are solely responsible for the Conversation Content you provide, we reserve the right to monitor Conversation Content. If we become aware of Conversation Content that violate these Terms of Use or that we believe to be otherwise objectionable, we may reject or delete them, suspend or terminate your account, or take other action, without notice to you and in our sole discretion. If you notice that any other user's Conversation Content appear to violate these Terms of Use, or if any other user ever makes you feel harassed or unsafe, please contact us at [PHONE NUMBER].
- e. For clarity, you retain all of your ownership rights in your Conversation Content posted on the Website. However, by submitting Conversation Content to the Website, you hereby grant the Company a worldwide, non-exclusive, royalty-free, sublicenseable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Conversation Content in connection with the Website and the Company (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Website a non-exclusive license to access your Conversation Content through the Website, and to use, reproduce, distribute, display and perform such Conversation Content as permitted through the functionality of the Website and under these Terms of Use. The above licenses granted by you in Conversation Content you submit to the Website terminate within a commercially reasonable time after you remove or delete your comments from the Website. You understand and agree, however, that the Company may retain, but not display, distribute, or perform, server copies of your Conversation Content that have been removed or deleted. The above licenses granted by you in Conversation Content you submit are perpetual and irrevocable.
- f. You further agree that Conversation Content you submit to the Website will not contain third-party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to the Company all of the license rights granted herein. The Company does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and the Company will remove all Conversation Content if properly notified that such Content infringes on another's intellectual property rights. The Company reserves the right to remove Content without prior notice. Breach of such warranty permits the Company to bring legal action.
- g. You further understand and acknowledge that you may be exposed to Conversation Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive,

and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless the Company, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Website.

- h. You agree to allow the Company to store or re-format the Content you submit on the Website and display your Content on the Website in any way the Company deems advisable.

6. USE OF WEBSITE

- a. You agree and warrant that you will not use the Website in a manner that is illegal or otherwise inconsistent with these Terms of Use, or that we deem objectionable. We may restrict, suspend, or terminate your access to the Website without notice for any reason, including if we believe that you may have violated any law or these Terms of Use. The Company will not be liable to you for any modification, suspension, or discontinuance of the Website.
- b. You agree that you will only access the Website through the interfaces we provide. You agree not to “hack” or reverse-engineer the Website, take any action that could have the effect of damaging the Website or its security, or interfere with other users’ use of the Website. You also agree not to cause or allow any computerized or mechanical process to access or to collect content from the Website, or to send unsolicited or unlawful e-mail, to or through the Website or with reference to the Website. Violations of system or network security may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who are involved in such violations.
- c. You understand that all information, such as data files, written text, audio files or other sounds, photographs, videos or other images, which you may have access to as part of, or through your use of, the Website are the sole responsibility of the person from which such content originated. All such information is referred to below as the “Posted Content”.
- d. You should be aware that Posted Content presented to you as part of the Website, including but not limited to advertisements in the Website and sponsored Content within the Website may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to the Company (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the Company or by the owners of that Posted Content, in a separate agreement.
- e. The Website may contain links to third-party websites that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, the Company will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve the Company from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

7. USERNAME AND PASSWORD

- a. In order to access some features of the Website, you may be required to register or create an account with the Company. If at any time you chose to register or create an account with the Company, the additional terms and conditions set forth below will apply. The Company reserves the right to remove or reclaim a username if we believe appropriate.
- b. The Company reserves the right to refuse service to anyone at any time without notice for any reason.
- c. When creating your account, you must provide accurate and complete information. You are solely responsible for all activities that occur on your account, and you are solely responsible for keeping your account password confidential. You are responsible for all use on your account, including unauthorized use by any third party, so please be very careful to guard the security of your password. While the Company will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Company or others due to such unauthorized use.
- d. You may never use another's account without permission. You must notify The Company immediately by contacting Support@inspirenw.com as soon as you know of, or suspect any breach of security or unauthorized use of your account. Please also make sure to notify us if your registration information changes, in case we need to contact you.
- e. The Company reserves the right to immediately terminate or restrict your account or your use of the Websites or access to Content at any time, without prior notice or liability, if the Company determines in its sole discretion that you have breached these Terms of Use, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason. We also reserve the right to terminate your account or your use of the Websites or access to Content if such use places an undue burden on our networks or servers. Of course, the Company would prefer to avoid such termination; therefore, the Company may use technology to limit activities, and you agree to respect these limitations and not take any steps to circumvent, avoid, or bypass them.

8. COLLECTION OF PERSONAL INFORMATION

For information about the Company policies and practices regarding the collection and use of your personally identifiable information, please read the Company Privacy Policy. The Privacy Policy is incorporated by reference and made part of these Terms of Use. Thus, by agreeing to these Terms of Use, you agree that your presence on the Website and use of the Website are governed by the Company Privacy Policy in effect at the time of your use.

9. INTELLECTUAL PROPERTY RIGHTS

2016 © Inspired Results, Inc. All rights reserved. Unless otherwise noted, all right, title, and interest, including all patents, copyrights, trademarks, trade secrets and confidential information and other intellectual property rights (the "Rights"), in the Content and Website (in both print and machine-readable forms) belong to the Company. You shall not in any manner violate or attempt to impair the Rights of the Company. Unless otherwise noted, other the Company graphics, logos, designs, page headers, button icons, scripts, and names may be registered trademarks, trademarks or trade dress of the Company in the U.S. and/or other countries. The Company trademarks and trade dress may not be used, including as part of trademarks or as part of domain names or email addresses, in connection with any product or service without specific written permission and may not be used in any manner that is likely to cause

confusion. The Website is the subject of a pending copyright application. Third-party providers, trade organizations, sellers, federal and state agencies, and other entities have trademarks that are used in the course of the Company business and may appear on the Website. These trademarks are property of their respective owners.

10. EXTERNAL LINKS

- a. The Website may contain third-party advertising and links to external third-party websites. By providing advertising and links to other sites, the Company does not guarantee, approve, or endorse the information or products available at these sites, nor does a link or advertising indicate any association with, or endorsement by, the linked site to the Website. You should not infer or assume that the Company operates, controls, or is otherwise connected with these other websites or destinations. When you click on a link within the Website, we will not warn you that you have left the Website and are subject to the terms and conditions (including privacy policies) or another website or destination. In some cases, it may be less obvious than others that you have left the Website and reached another website or destination. Please be careful to read the terms of use and privacy policy of any other website or destination before you provide any confidential information or engage in any transaction. You should not rely on these Terms to govern your use of another website or destination.
- b. The Company is not responsible for the content or practices of any website or destination other than the Website, even if it links to the Website and even if the website or destination is operated by a company affiliated or otherwise connected with the Company. By using the Website, you acknowledge and agree that the Company is not responsible or liable to you for any content or other materials hosted and serviced from any website or destination other than the Website.
- c. Any dealings you have with advertisers, purchasers or buyers found while using the Website are between you and that party, and you agree that the Company is not liable for any loss or claim that you may have against that party.

11. TERMINATION

- a. The Company reserves the right to terminate this Agreement at any time and for any reason including, but not limited to, breach or suspected breach of any of these terms and conditions. Upon termination by the Company, you must immediately cease using the Content and Website. You may also terminate this Agreement at any time by ceasing use of the Content and Website. The Company may also suspend or discontinue the Content and Website without notice.
- b. Notwithstanding the Company termination rights, the Company may also establish limits concerning use of the Content and Website, including the maximum number of days that Content will be retained by the site and the frequency with which you may access the Content and Website.
- c. The following Sections shall survive any termination or expiration of this Agreement: 1, 5, 6, 7, 8, 9, 13, 14, 15, and 16.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

- a. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium

Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- iv. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Company designated Copyright Agent to receive notifications of claimed infringement is Ater Wynne LLP, Attn: Ernest G. Bootsma, 1331 NW Lovejoy, Suite 900, Portland, Oregon 97209, egb@aterwynne.com. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to the Company customer service through Support@inspirenw.com. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

- b. If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the Copyright Agent:
 - i. Your physical or electronic signature;
 - ii. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
 - iii. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
 - iv. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the state and federal courts in Multnomah County, Oregon, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, the Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or

access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Company sole discretion.

13. DISCLAIMER OF WARRANTIES

THE CONTENT AND WEBSITE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE CONTENT AND WEBSITE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE CONTENT AND WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR COMPLETELY COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. THE COMPANY SHALL NOT BE LIABLE FOR ERRORS, OMISSIONS, VIRUSES, DELAYS OR INTERRUPTIONS IN THE CONTENT AND WEBSITE CAUSED BY ANY REASON, INCLUDING NEGLIGENCE OR FAILURE TO ACT OF THE COMPANY. YOU HEREBY ACKNOWLEDGE THAT THE CONTENT AND WEBSITE MAY BECOME UNAVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE WEBSITE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, OR ANY OTHER CAUSE REASONABLY BEYOND THE CONTROL OF THE COMPANY. YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK.

THE CONTENT AND WEBSITE COMPILES INFORMATION PROVIDED BY THIRD PARTIES AND THE COMPANY GIVES NO WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION PROVIDED TO THE COMPANY OR THE COMPANY'S REPRODUCTION THEREOF.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY AND (AS APPLICABLE) THE COMPANY'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, ATTORNEYS FEES OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS LIABILITY LIMIT APPLIES EVEN IF THE COMPANY OR A THIRD-PARTY ACTED NEGLIGENTLY.

15. INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE COMPANY AND (AS APPLICABLE) THE COMPANY'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THESE TERMS AND CONDITIONS OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

16. GENERAL TERMS

- a. **Governing Law And Venue.** These terms and conditions are deemed to be made and executed in Oregon, and shall be governed by, construed and enforced in accordance with the laws of the state of Oregon, exclusive of conflicts of law provisions.
- b. **Disputes.** You and the Company each agree that any and all disputes or claims that have arisen or may arise between you and the Company shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate. The arbitration shall be conducted by Arbitration Services of Portland, Inc. or a similar entity chosen by the Company.
- c. **No Waiver.** The failure of the Company to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- d. **No Assignment.** These terms and conditions may not be assigned or transferred by you.