

## EXHIBITPOWER WEBSITE TERMS OF SERVICE

Effective: September 26, 2017

The website (including all pages of the website) located at [www.exhibitpower.com](http://www.exhibitpower.com) is owned and operated by (or on behalf of) ExhibitPower, LLC., a Texas corporation (collectively referred to as “ExhibitPower”, “our”, “we”, or “us”). These Terms of Service (“Terms of Service”) govern your (sometimes referred to as “you” or “your”) interaction with ExhibitPower, including use of the [www.exhibitpower.com](http://www.exhibitpower.com) website, any Content (as defined below), and/or other products or services that are offered or provided to you by us (collectively, the “Site”), and these Terms of Service are a binding contract between you and us.

The disclaimers, terms and conditions on these Terms of Service are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by us, including through a registration process, a purchase or other means. In the event of a conflict between these Terms of Service and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall control.

We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms of Service at any time.

**BY USING OR OTHERWISE ACCESSING THE SITE, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE, AND/OR MAKING A PURCHASE THROUGH THE SITE YOU HEREBY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS OF SERVICE. IF YOU DO NOT UNEQUIVOCALLY AGREE, YOU MAY NOT USE OR OTHERWISE ACCESS THE SITE, POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE OR MAKE ANY PURCHASE THROUGH THE SITE.**

### **1. General Terms of Service and Restrictions on Use**

We hereby grant you a limited, nonexclusive, non-assignable, nontransferable license to access and use the Site solely for your own personal, non-commercial purposes. All rights not otherwise expressly granted by these Terms of Service are reserved by us. You agree not to reproduce, duplicate, copy, distribute, transmit, sell, trade, resell or exploit for any purpose any portion of or any information from the Site. You may not obscure or remove any proprietary rights notices contained in or on the Site or Content. We may discontinue or alter any aspect of

the Site, remove Content from the Site, restrict the time the Site is available or restrict the amount of use permitted in our sole discretion and without prior notice or any liability to you or any third party. You agree that we may, under certain circumstances and with or without cause, immediately suspend and/or terminate your access to the Site or any part thereof. You further agree that such measures shall be taken in our sole discretion and without liability to you or any third party.

Unless otherwise specifically noted in these Terms of Service or on the Site, images, trademarks, service marks, logos and icons displayed on the Site are our property (and/or our licensors) and may not be used without our prior written consent. Any unauthorized use of the Site or any Content, whether owned by us or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. You will not copy, reverse engineer, disassemble, decompile, translate, modify, reproduce, republish, transmit, sell, offer for sale, disseminate or redistribute the intellectual property found on the Site or any part thereof or grant any other person or entity the right or access to do so.

## **2. Content**

You acknowledge that the Site may contain or provide access to information, software, photos, video, text, graphics, music, sounds or other material provided by us or third parties (collectively, “Content”) that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or later developed. Content posted by users via the Site (“User Content”) is the intellectual property of the specific users of the Site who post such User Content. By your submission, posting or delivering of User Content to us, you hereby grant to us a limited, transferable, nonexclusive, worldwide, perpetual, royalty-free license to use, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense and create derivative works and compilations incorporating your User Content.

We do not generally monitor or otherwise remove User Content after it is posted on the Site, except as required or permitted by law or otherwise in our sole discretion, and we reserve the right to remove any and all material that we feel is actually or potentially inappropriate, offensive, illegal or harmful in any respect or which may violate these Terms of Service. We do not make any warranties or representations regarding any of the User Content. We do not necessarily approve, endorse, sanction, encourage, verify or agree with any message posted by our users or otherwise embodied in the Content. We are not and will not be liable for any Content or User Content that may be offensive, indecent, vulgar, defamatory or otherwise objectionable.

## **3. Links**

As a service to you and our other users, we may provide information about other resources that may be of interest. However, we are not responsible or liable for any content, advertising, products or other materials on or available from these sites or resources, and our presentation of

any third party links or content is not intended to be an endorsement, sponsorship or recommendation by us. Please be aware that when you exit the Site, you are subject to the policies of the new third party site. You agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use of or your reliance on any of these third party's presentations, content, goods or services made available through the third party site or resource.

#### **4. Our Privacy Policy**

We collect, store and use data obtained from you in accordance with our Privacy Policy, located at [www.exhibitpower.com/about-us/privacy-policy](http://www.exhibitpower.com/about-us/privacy-policy). The terms and conditions of the Privacy Policy are hereby expressly incorporated into these Terms of Service.

We may disclose information to trusted affiliates, independent contractors and partners who will use the information for certain business purposes deemed to be aligned with our goals and business objectives. In addition, we may transfer information collected from you and other users in connection with a sale or restructuring of our company.

#### **5. User Representations**

You hereby represent and warrant to us that you (i) are over the age of majority in your jurisdiction or otherwise have the power and authority to enter into and perform your obligations under these Terms of Service, including, if you are below the age of 18, but between 13 and 18 years of age, you have the consent of a parent or guardian to access and use the Site; (ii) all information provided by you is truthful, accurate and complete; and (iii) you will comply with the terms and conditions of these Terms of Service and any other agreement to which you are subject and that is related to your use of the Site or any part thereof. For any User Content that you post via the Site, you also hereby represent and warrant that (i) you are owner of all User Content or otherwise have the right to grant us the licenses stated above; (ii) you have secured all consents or permissions necessary to post the User Content and to grant the licenses stated above; (iii) the User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and the User Content does not contain any personally identifiable information about any third party in violation of such party's rights; and (iv) the use of any User Content will not result in harm or personal injury to any third party.

#### **6. Prohibited Uses**

You agree not to (i) use the Site to post material or information that is, or to a reasonable person may be, unlawful, harmful, tortious, abusive, obscene, pornographic, defamatory, libelous, harassing, invasive of another's privacy, offensive, vulgar, threatening, malicious, hateful or racially, ethnically or otherwise objectionable; (ii) use the Site to post content, files, graphics, software or other material or information that actually or potentially infringes the rights of any person, including, without limitation, the copyright, trademark, patent, trade secret or other

intellectual property rights, or privacy, moral or publicity rights, of any person; (iii) use the Site to interfere, disrupt or attempt to gain unauthorized access to other accounts on the Site or any other computer network; (iv) use the Site to post viruses, trojan horses or any other malicious code or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, system or telecommunications equipment; (v) use the Site to post any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or other fraudulent schemes or any other form of solicitation; or (vi) use the Site to engage in any activity that, as determined by us, may intentionally or unintentionally violate these Terms of Service, violate any applicable laws or regulations or conflict with the spirit or intent of these Terms of Service.

## **7. EXCLUSION OF WARRANTIES / DISCLAIMER**

**PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:**  
TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SITE AND ANY OF OUR CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND YOUR USE OF THE CONTENT OR THE SITE, OR YOUR RELIANCE ON ANY OPINION, ADVICE, STATEMENT, MEMORANDUM OR INFORMATION FROM THE SITE OR CONTENT SHALL BE AT YOUR SOLE RISK. ALTHOUGH WE USE REASONABLE EFFORTS TO ENSURE THAT THE INFORMATION CONTAINED ON THE SITE AND THROUGH OUR CONTENT IS AS ACCURATE AS POSSIBLE, WE GIVE NO WARRANTY OF ANY KIND REGARDING THE SITE AND/OR CONTENT POSTED OR OTHERWISE MADE AVAILABLE. FURTHER, WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY CONTENT OR THAT THE RESULTS OBTAINED FROM THE USE OF THE SITE OR CONTENT WILL BE ACCURATE OR RELIABLE OR THAT THE QUALITY OF THE SITE OR CONTENT WILL MEET YOUR EXPECTATIONS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS OR OTHER OBLIGATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTY THAT THE SITE OR CONTENT WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED.

ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR MATERIALS.

## **8. LIMITATION OF LIABILITY**

**PLEASE ALSO NOTE THE FOLLOWING IMPORTANT LIMITATION OF LIABILITY:**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICE RESULTING FROM THE INABILITY TO ACCESS OR UTILIZE ANY PRODUCTS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SITE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**9. Release and Indemnification**

You agree to release us and our members, managers, officers, employees and agents, from any and all liability and obligations whatsoever in connection with or arising from your use of the Site and the Content. If at any time you are not happy with the Site or the Content or object to any material within the Site or the Content, your sole remedy is to cease using them.

You agree to defend, indemnify and hold harmless us and our affiliates, officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (i) your access to or use of the Site or any part thereof; (ii) any User Content you post via the Site; (iii) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under these Terms of Service; (iv) infringement or misappropriation of any intellectual property or other rights by you of ours or any third party; or (v) any negligence or willful misconduct by you.

## **10. Governing Law, Injunctive Relief, and Venue**

The validity and effect of these Terms of Service shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota, without regard to its conflicts or choice of laws principles.

You agree that a breach of the terms of these Terms of Service would cause irreparable harm and significant injury to us, which would be, both, difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions or terms of these Terms of Service by injunction (without necessity of posting bond), specific performance or other equitable relief without limitation to any other rights and remedies we may have. The prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled in any action at law or in equity.

ANY SUIT, ACTION OR PROCEEDING CONCERNING THE SITE, ITS USE, THESE TERMS OF SERVICE, OR CONCERNING ANY OTHER POLICY OR PROCEDURE OF OURS, MUST BE BROUGHT IN FEDERAL OR STATE COURT LOCATED IN OR SERVING THE COUNTY OF DAKOTA, MINNESOTA, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

## **11. Copyright and Copyright Notices**

We respect the intellectual property of others, and we ask our users to do the same. We will promptly remove materials from the Site or any other website under our reasonable control in accordance with the Digital Millennium Copyright Act (“DMCA”) if properly notified that the materials infringe a third party’s copyright. In addition, we may, in appropriate circumstances, terminate the accounts of repeat copyright infringers.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the website sufficient to allow us to locate the allegedly infringing material;
- your name and contact information (including address, telephone number and email address);

- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact our Copyright Agent for Notice of Claims of copyright infringement at:

ExhibitPower, LLC  
Attn: Fred Palma  
7885 Northcourt Road, Suite 100  
Houston, TX 77040 USA

or email us at:

[contactus@exhibitpower.com](mailto:contactus@exhibitpower.com)

Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.

### **Counter-Notice**

If you believe that the content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent or pursuant to the law, to post and use the content, you may send a counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- 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;
- 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
- your name, address, telephone number and e-mail address, a statement that you consent to the jurisdiction of the federal court in Dakota County, Minnesota 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, ExhibitPower 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 person providing such content, 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 ExhibitPower's sole discretion.

Please note that we will send any complete counter-notifications we receive to the person who submitted the original DMCA notice. That person may elect to file a lawsuit against you for copyright

infringement. If we do not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we will restore the removed materials. Until that time, your materials will remain removed. We will provide a copy of the original DMCA takedown notice upon request.

### **WARNING**

In filing a DMCA notice or counter-notification, please make sure that you have complied with all of the above requirements. If we request additional information necessary to make your DMCA notice or counter-notification complete, please provide that information promptly. If you fail to comply with all of these requirements, your DMCA notice or counter-notification may not be processed further.

In addition, please make sure that all of the information you provide is accurate. UNDER SECTION 512(f) OF THE COPYRIGHT ACT, 17 U.S.C. § 512(f), ANY PERSON WHO KNOWINGLY MATERIALLY MISREPRESENTS THAT MATERIAL OR ACTIVITY IS INFRINGING OR WAS REMOVED OR DISABLED BY MISTAKE OR MISIDENTIFICATION MAY BE SUBJECT TO LIABILITY.

We may disclose any communications concerning DMCA notices or other intellectual property complaints with third parties, including the users who have posted the allegedly infringing material.

If you have questions about the legal requirements of a DMCA notice, please contact an attorney or see Section 512(c)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(c)(3) for more information. If you have questions about the legal requirements of a DMCA counter-notification, please contact an attorney or see Section 512(g)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(g)(3) for more information.

or email us at:

[contactus@exhibitpower.com](mailto:contactus@exhibitpower.com)