

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR WEBSITE (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE WEBSITE IN ANY MANNER.

Effective date: May 28, 2018

Welcome to CloudPost Networks, Inc.'s website. Please read on to learn the rules and restrictions that govern your use of our website(s) (the "Website"). If you have any questions, comments, or concerns regarding these terms or the Website, please contact us at [info@cloudpostnetworks.com](mailto:info@cloudpostnetworks.com).

These Terms of Use (the "Terms") are a binding contract between you and CloudPost Networks, Inc. ("CloudPost," "we" and "us"). You must agree to and accept all of the Terms, or you don't have the right to use the Website. If you use the Website in any way, you agree to all of these Terms, and these Terms will remain in effect while you use the Website. These Terms include the provisions in this document, as well as those in the CloudPost Privacy Policy.

#### Will these Terms ever change?

We are constantly trying to improve our Website, so these Terms may need to change along with the Website. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Website, and/or by sending you an email and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Website. If you use the Website in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

#### What about my privacy?

CloudPost takes the privacy of its users very seriously. For the current CloudPost Privacy Policy Is posted on the [www.cloudpostnetworks.com](http://www.cloudpostnetworks.com).

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to use the Website or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [info@cloudpostnetworks.com](mailto:info@cloudpostnetworks.com).

### What are the basics of using the Website?

You represent and warrant that you are of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Website and gotten your parent or guardian to agree to these Terms on your behalf). If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Website for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Website is prohibited by applicable laws, then you aren’t authorized to use the Website. We can’t and won’t be responsible for your using the Website in a way that breaks the law.

Your use of the Website is subject to the fact that You represent, warrant, and agree that You will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Website or interact with the Website in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including CloudPost);
- (b) Violates any law or regulation;

- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (e) Runs Maillist, Listserv, any form of auto-responder or “spam” on the Website, or any processes that run or are activated while you are not logged into the Website, or that otherwise interfere with the proper working of the Website (including by placing an unreasonable load on the Website infrastructure);
- (f) “Crawls,” “scrapes,” or “spiders” any page, data or portion of or relating to the Website or Content (through use of manual or automated means);
- (g) Copies or stores any significant portion of the Content and/or share, post or distribute any significant portion of the Content elsewhere;
- (h) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Website.

A violation of any of the foregoing is grounds for termination of your right to use or access the Website.

#### What are my rights in the Website?

The materials displayed or performed or available on or through the Website, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, user submissions, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Website, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including CloudPost’s) rights.

You understand that CloudPost owns the Website. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Website.

The Website may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply—they do!

### Who is responsible for what I see and do on the Website?

You access all information and content posted or transmitted through the Website at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Website. We can't guarantee the identity of any users with whom you interact in using the Website and are not responsible for which users gain access to the Website.

You are responsible for all Content you provide, in any manner, via the Website, and you represent and warrant you have all rights necessary to do so, in the manner in which you provide it. You are responsible for all your activity in connection with the Website.

The Website may contain links or connections to third party websites or services that are not owned or controlled by CloudPost. When you access third party websites or use third party services, you accept that there are risks in doing so, and that CloudPost is not responsible for such risks. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

CloudPost has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with or find through the Website. In addition, CloudPost will not and cannot monitor, verify, censor or edit the content of any third party site or service.

By using the Website, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

If there is a dispute between users of the Website, or between users and any third party, you agree that CloudPost is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release CloudPost, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Website. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

#### Will CloudPost ever change the Website?

We are always trying to improve the Website, so it may change over time. We may suspend or discontinue any part of the Website, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Website. We'll try to give you notice when we make a material change to the Website that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Website at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

#### What if I want to stop using the Website?

You're free to do that at any time, by contacting us at [info@cloudpostnetworks.com](mailto:info@cloudpostnetworks.com); please refer to our Privacy Policy, as well as these Terms of Use, to understand how we treat information you provide to us after you have stopped using our Website.

CloudPost is also free to terminate (or suspend access to) your use of the Website for any reason in our discretion, including your breach of these Terms. CloudPost has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

#### What else do I need to know?

Warranty Disclaimer. CloudPost does not make any representations or warranties concerning any content contained in or accessed through the Website, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Website. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Website. Services purchased or offered (whether or not following such recommendations and suggestions) through the Website are provided “AS IS” and without any warranty of any kind from CloudPost or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE WEBSITE AND CONTENT ARE PROVIDED ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL CLOUDPOST BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY

AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO CLOUDPOST IN CONNECTION WITH THE WEBSITE IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. You agree to indemnify and hold CloudPost, its affiliates, officers, agents, employees, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Website (including any actions taken by a third party on your behalf or at your direction), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for you (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without CloudPost's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration. These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the

foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Santa Clara County, California, or the Northern District of California.

Miscellaneous. You will be responsible for paying withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Website, provided that CloudPost may, in its sole discretion do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and CloudPost agree that these Terms are the complete and exclusive statement of the mutual understanding between you and CloudPost, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind CloudPost in any respect whatsoever. You and CloudPost agree there are no third party beneficiaries intended under this Agreement.