

## Standard Terms of Use for Online Platforms (without fee provisions)

You must read these Terms of Use carefully before accessing and/or using any part of the Platform or Platform Functionality/Services.

### **1. Acknowledgement of Ability/Authority to Agree; Agreement to Terms of Use.**

By accessing and/or using any part of the Platform or Platform Functionality/Services, you affirm that you are over eighteen (18) years old and you acknowledge and agree that, by accessing and/or using any part of the Platform or Platform Functionality/Services, you are entering into a legally binding agreement/contract with EPAROX, Inc. a Delaware corporation (“EPAROX”), individually and on behalf of all other persons and entities for whom/which you act or purport to act, including, without limitation, your employer(s), which agreement/contract consists of all terms and conditions set forth in these Terms of Use (including, without limitation, those stated under section 14 below regarding modification/termination without further notice and those incorporated by reference herein), and that you understand and agree that you and all persons and entities for whom/which you act or purport to act must comply with them and are legally bound thereby.

If/to the extent that you access and/or use, or purport to access and/or use, any part of the Platform or Platform Functionality/Services on behalf of one or more other persons or entities, including, without limitation, your employer(s), then, by accessing and/or using any part of the Platform or Platform Functionality/Services, you affirm that you are authorized to do so and otherwise to act on behalf of such other person(s) and entity(ies), to the effect that such other person(s) and entity(ies) are entering into a legal agreement/contract with EPAROX consisting of all terms and conditions set forth in these Terms of Use (including, again and without limitation, those incorporated by reference herein). As a result, for example, if you access and/or use any part of the Platform or Platform Functionality/Services as part of your employment, the person(s) and entity(ies) by which you are employed also shall be responsible for your and their compliance with these Terms of Use, and such person(s) and entity(ies) by which you are employed also shall assume and undertake the performance of all obligations set forth in these Terms of Use; and, in turn, EPAROX also will pursue claims based on your and their non-compliance with these Terms of Use, and otherwise enforce its rights hereunder, against such person(s) and entity(ies) by which you are employed. Any and all references to “you” hereinbelow shall refer collectively and interchangeably to you, individually/personally, and to each such other person and entity.

To the extent not prohibited under applicable law (which phrase, as used in these Terms of Use, includes any and all applicable international, national, state, local or equivalent statutes, regulations, ordinances, common law, and other forms of laws, without exclusion), you hereby waive any right you may have to request or require a more formal signature (electronic, non-electronic or otherwise) or the delivery or retention of a hardcopy agreement/contract or other record whatsoever. If you do not agree to bound by the entirety of these Terms of Use, you may not access or use any part of the Platform or Platform Functionality/Services.

## **2. Conflicts Between/Among Agreements.**

In the event of an unequivocal conflict between these Terms of Use and a separate written agreement between/among you and EPAROX that expressly and unequivocally is intended by the parties to modify/supersede these Terms of Use or otherwise govern your use and access to the Platform or Platform Functionality/Services, the terms and conditions of the latter separate written agreement shall control.

## **3. Right to Access/Use the Platform and Platform Functionality/Services.**

Subject to the entirety of these Terms of Use (including, without limitation, the Access/Use Restrictions at section 4 below and the Ownership Rights at section 5 below), EPAROX grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access/use certain parts of the Platform and Platform Functionality/Services. EPAROX will assign/provide to you, for your use only, a username and password and/or other log-in credentials through the use of which you will be able to access/use certain parts of the Platform and Platform Functionality/Services. You shall not attempt any access to/use of any part of the Platform or Platform Functionality/Services beyond that/those clearly and unequivocally authorized and intended by EPAROX. You shall not permit or otherwise enable any other person or entity to use your username or password in order to access/use any part of the Platform or Platform Functionality/Services, or for any other purpose.

## **4. Access/Use Restrictions; Protection of the Platform, the Platform Functionality/Services, EPAROX**

Without in any way expanding the foregoing, and without limiting any other limitation/restriction on your access to/use of the Platform and Platform Functionality/Services, you may not and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or Platform Functionality/Services available to any third party, except if/as otherwise expressly set forth in these Terms of Use; (ii) use the Platform or Platform Functionality/Services to harass, threaten or cause damage or injury to any person or property; (iii) use the Platform or Platform Functionality/Services to publish, send or store any material that is infringing, false, defamatory, obscene or otherwise illegal or tortious or that violates any privacy rights; (iv) send or store malicious code; (v) interfere with or disrupt the integrity or performance of the Platform or Platform Functionality/Services; (vi) attempt to gain, for yourself or a third party, unauthorized access to and/or use of any part of the Platform or Platform Functionality/Services, or the Platform's or Platform Functionality/Services' related systems or networks; (vii) perform or disclose any benchmarking, availability or performance testing of the Platform or Platform Functionality/Services; (viii) upload or distribute, in any way, any files that contain a Virus (as defined below), "worm," "Trojan horse," corrupted file, or any other similar program software that may damage the operation of EPAROX's or another's device(s) or network(s); or (ix) use any device, software or routine to, or to attempt to, or otherwise attempt to, interfere with the proper functioning of the Platform or Platform Functionality/Services. You shall not reverse engineer, decompile or disassemble the Platform or Platform Functionality/Services, or otherwise attempt to discover or copy the source code for the

Platform, the Platform Functionality/Services, or any components thereof, nor shall you permit or otherwise enable any third party to do so. You may not reproduce or copy the Platform or Platform Functionality/Services, in whole or in part. You agree that you shall not use or permit to be used the Platform or Platform Functionality/Services in any time critical or mission critical or legal function or usage. Any and all access to/use of the Platform and/or any Platform Functionality/Services by you or any other person or entity (other than EPAROX) is for informational purposes only and subject to applicable law. You shall not remove alter or obscure proprietary or trademark notices on any screens, data or reports generated by or through the Platform or Platform Functionality/Services.

In addition to the forgoing restrictions, you acknowledge and agree that you are obligated to make commercially reasonable efforts to avoid introducing into the Platform, the Platform Functionality/Services and EPAROX's other devices, networks and systems software code designed or known to disrupt, damage or interfere with devices, networks, systems, software, data, etc. (a "Virus"). Such efforts shall include, at a minimum and without limitation, the use of commercially reasonable Virus protection, firewall and security software, and EPAROX reserves the right to demand that you provide proof of same in a form reasonably acceptable to EPAROX and the right to terminate your access to/use of the Platform and Platform Functionality/Services absent such proof.

You acknowledge and agree that EPAROX has not and shall not be deemed to have assumed any duty or obligation to any third party, including, to the extent applicable, but without limitation, any of your employers, subsidiaries, parent companies or other affiliates, any of your or their shareholders, partners, members, directors, officers, personnel, creditors or clients/customers, or any third-party beneficiary. No rights are granted to you or to any third party other than if/as expressly set forth in these Terms of Use or otherwise agreed to in a writing executed by EPAROX.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EPAROX FOR/FROM ANY AND ALL LOSSES ARISING FROM OR RELATED TO YOUR GRANTING ACCESS TO/USE OF THE PLATFORM OR PLATFORM FUNCTIONALITY/SERVICES TO THIRD PARTIES, INTENTIONALLY OR UNINTENTIONALLY, INCLUDING THROUGH THE UNAUTHORIZED USE OF YOUR LOG-IN CREDENTIALS OR ARISING FROM OR RELATED TO YOUR ACCESSING/USING THE PLATFORM OR PLATFORM FUNCTIONALITY/SERVICES CONTRARY TO OR BEYOND YOUR RIGHTS HEREUNDER, OR OTHERWISE ARISING FROM OR RELATING TO YOUR USE/ACCESS OF/TO THE PLATFORM AND/OR PLATFORM FUNCTIONALITY/SERVICES.

## **5. Ownership Rights.**

Subject only to the very limited rights expressly granted to you above, EPAROX reserves all ownership, intellectual property and other rights, title and interest in and to the Platform and Platform Functionality/Services, including, but not limited to, any process or software comprising elements of the Platform or Platform Functionality/Services (e.g. source code), derivative works thereof, related work product, algorithms, documentation, licensed materials, as well as anything else developed or delivered by or on behalf of EPAROX. In addition, unless expressly stated

otherwise in a written agreement executed by EPAROX, EPAROX shall own all rights to any resultant data generated by your access to or use of the Platform or Platform Functionality/Services. Without limiting the foregoing, EPAROX shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform or Platform Functionality/Services any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the Platform or Platform Functionality/Services.

## **6. Access/Use As Is and Without Warranty.**

ANY AND ALL RIGHTS TO ACCESS OR USE OF THE PLATFORM OR PLATFORM FUNCTIONALITY/SERVICES THAT EPAROX GRANTS TO YOU HEREUNDER ARE “AS IS.” NEITHER EPAROX, NOR, TO THE EXTENT APPLICABLE, ITS THIRD-PARTY LICENSORS, MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PLATFORM OR PLATFORM FUNCTIONALITY/SERVICES (OR YOUR ACCESS THERETO OR USE THEREOF), OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, FITNESS FOR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR ANY WARRANTY OR STATUTORY RIGHTS THAT MAY, OR MAY BE ALLEGED TO, ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR INDUSTRY/TRADE USAGE, AND, FURTHER, EPAROX EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES OR STATUTORY RIGHTS TO THE EXTENT PERMISSABLE UNDER APPLICABLE LAW. By way of example, but without limitation, EPAROX does NOT represent or warrant that: data or other information related to the Platform or Platform Functionality/Services (whether generated/provided by EPAROX, you or a third party) is accurate; the Platform or Platform Functionality/Services will meet your requirements; the Platform or Platform Functionality/Services may be accessed or used with/in combination with any particular computer/device or network hardware, software, system, etc. (whether that of EPAROX, you or a third party); or your access to or use of the Platform or Platform Functionality/Services will be uninterrupted or free from third-party hacking or other similar third-party conduct intended to disrupt access to and/or use of the Platform or Platform Functionality/Services and/or to gain unauthorized access to the Platform or other platforms/systems. In turn, and without in anyway limiting any other limitation on EPAROX, you acknowledge and agree that EPAROX shall not be held liable or otherwise are responsible in connection with any of the foregoing. You further acknowledge and agree that the internet is not an error free network and that the internet and any portion thereof, and, in turn, the Platform and Platform Functionality/Services, may become wholly or partially inaccessible, inoperable, unusable and/or otherwise fail at any time, and that intended internet transmissions/transactions may not be able to be completed and/or may contain errors or omissions, and you acknowledge that EPAROX shall be liable or otherwise responsible for same.

Although EPAROX, at its sole discretion, may elect to make updates and/or fixes to the Platform or Platform Functionality/Services, you acknowledge and agree that EPAROX has no obligation whatsoever to do so.

## **7. Limitation of Liability.**

EXCEPT TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW, EPAROX SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE/LOSS RESULTING DIRECTLY OR INDIRECTLY FROM OR OTHERWISE RELATED TO THE PLATFORM OR PLATFORM FUNCTIONALITY/SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS OR USE THEREOF OR INABILITY TO ACCESS OR USE SAME, OR THE PERFORMANCE OR NON-PERFORMANCE THEREOF), INCLUDING, FOR EXAMPLE, BUT WITHOUT LIMITING THE FOREGOING, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES BASED ON CLAIMS RELATED TO THE PLATFORM OR THE PLATFORM FUNCTIONALITY/SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF EPAROX HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA OR INFRINGEMENT ARISING FROM OR RELATING TO YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE PLATFORM OR PLATFORM FUNCTIONALITY/SERVICES, OR THE PERFORMANCE OR NONPERFORMANCE THEREOF.

IF YOU OBJECT TO ANY PROVISION OF THESE TERMS OF USE OR ANY SUBSEQUENT MODIFICATIONS HERETO OR BECOME DISSATISFIED WITH THE PLATFORM OR PLATFORM FUNCTIONALITY/SERVICES IN ANY WAY, YOUR ONLY RECOURSE IS TO DISCONTINUE ACCESS TO/USE OF THE PLATFORM AND PLATFORM FUNCTIONALITY/SERVICES.

TO THE EXTENT THE FOREGOING LIMITATIONS ON LIABILITY, OR ANY OTHER LIMITATION ON LIABILITY SET FORTH IN THESE TERMS OF USE, ARE HELD BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISIDCTION TO BE UNENFORCEABLE AS WRITTEN, THEN, IN ACCORDANCE WITH PARAGRAPH 22 HEREINBELOW, THEY SHALL BE ENFORCEABLE AND ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EPAROX'S AGGREGATE/TOTAL LIABILITY TO YOU IN RELATION TO THE PLATFORM OR PLATFORM FUNCTIONALITY/SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS OR USE THEREOF OR INABILITY TO ACCESS OR USE SAME, OR THE PERFORMANCE OR NON-PERFORMANCE THEREOF) EXCEED THE TOTAL SERVICE FEE AMOUNTS PAID TO EPAROX UNDER THE PLATFORM USER AND SOFTWARE LICENSE AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **8. Force Majeure.**

Without in anyway limiting the remaining limitations on EPAROX's liability and responsibility set forth herein, EPAROX shall not be liable in any way because of any delay or failure in performance due to circumstances or causes beyond its control, which shall be deemed to include,

without limitation, strike, lockout, embargo, epidemic or other outbreak of disease, riot, war, act of terrorism, flood, fire, act of God/nature, accident, failure or breakdown of components necessary for completion, customer, subcontractor or supplier delay or non-performance, inability to obtain or shortages in labor, materials, protective gear, other supplies, or manufacturing facilities, compliance with any law, or circumstances or conditions which in the discretion of EPAROX may pose a material risk to the health or safety of the employees of EPAROX or its subcontractors.

## **9. Reporting Requirements.**

You may be required by law to report information derived from your access to/use of the Platform or Platform Functionality/Services to certain agencies and/or others. EPAROX is not responsible for advising you about your reporting obligations, and you agree that you shall be responsible for all such reporting. To the extent EPAROX has an independent duty to report, it may endeavor, but is not obligated, to provide you with advance notice before doing so.

## **10. EPAROX's Use/Disclosure of Platform/Platform Functionality/Services Access/Usage Information; Platform/Platform Functionality/Services Monitoring.**

EPAROX and/or persons/entities acting on EPAROX's behalf may collect statistical and/or other data/information related to your access to and/or use of the Platform or Platform Functionality/Services ("**Usage Data**") consistent with the privacy disclosures/notices within the Platform Privacy Policy and these Terms of Use. Without limiting EPAROX's use of data/information in accordance with the Platform Privacy Policy (<https://taurifx.com/privacy-policy/>), you expressly and specifically acknowledge and agree that EPAROX may utilize and disclose all fully anonymized Usage Data (whether received in de-identified form or so rendered by EPAROX) regarding the Platform or Platform Functionality/Services for any purposes in connection with EPAROX's business, including, but not limited to, product development, benchmarking, operations, marketing and research and analytical purposes. As between you and EPAROX, EPAROX shall own all intellectual property rights in anything created by EPAROX utilizing Usage Data. In addition, EPAROX reserves the right to otherwise monitor the Platform and Platform Functionality/Services to facilitate operation of the Platform and Platform Functionality/Services, to help resolve service requests, to detect and address threats to the functionality, security, integrity and availability of the Platform and/or Platform Functionality/Services, as well as any content, data or applications on or related to the Platform and/or Platform Functionality/Services, to validate your compliance with these Terms of Use, and to detect and address illegal or improper acts or misuse. You agree that EPAROX's monitoring of the Platform and/or Platform Functionality/Services (including your usage) does not impose any obligation or responsibility on EPAROX to monitor your or any third party's usage of the Platform and/or Platform Functionality/Services, or otherwise.

## **11. Data Privacy.**

Except to the extent otherwise permitted under applicable law, EPAROX will process your personal data only as described in the Platform Privacy Policy (<https://taurifx.com/privacy-policy/>) and in these Terms of Use. You agree, represent and warrant that you will limit your disclosure to EPAROX of information that is, or that you consider to be, your or a third party's personal

data/information to the minimum extent necessary for EPAROX to provide you with access to and/or use of the Platform and Platform Functionality/Services to the extent to which you are granted access/use hereunder. You represent and warrant that, to the extent you provide your or a third party's personal data/information to EPAROX, you have received and provided all consent and disclosures/notices required under applicable law.

## **12. Compliance with Laws and Standards of Conduct.**

a. Bribery, Corruption and in General. You agree, represent and warrant that you are in and will maintain compliance with and take reasonable measures to ensure that your personnel, subcontractors, agents and others subject to your control or determining influence are in and maintain compliance with all applicable law, including specifically, but without limiting the foregoing, those relating to bribery or corruption, and that you will inform EPAROX without undue delay if you or any of them have been or are hereafter investigated for or charged with bribery, corruption or similar conduct by any agency or tribunal of competent jurisdiction (e.g., under the US Foreign Corrupt Practices Act).

b. Export Control and Similar Laws. As used herein, "Export Control Laws" means (1) all applicable laws of the United States of America relating to the export or re-export of commodities, technologies, products/services and/or information, including, for example, but without limitation, the Export Administration Act of 1979, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the Arms Export Control Act, the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986 (as amended), and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Asset Control (a/k/a OFAC), and (2) to the extent applicable, the laws of any and all other applicable jurisdictions. You acknowledge that the Platform and Platform Functionality/Services/Platform technology (and any direct or indirect product derived therefrom) are or may be subject to Export Control Laws. In turn, and without limiting any other provision of these Terms of Use, you agree, represent and warrant that you will not, and that you will take reasonable measures to ensure that your personnel, subcontractors, agents and others subject to your control or determining influence do not, use, distribute, divert, transfer or transmit, or permit or facilitate any other person or entity to use, distribute, divert, transfer or transmit, any product/service, technology, data, information, material, software or other thing whatsoever derived from the Platform or Platform Functionality/Services/Platform technology (even if incorporated into other products/services, technology, data, information, material, software or other things), except in compliance with and as authorized/permitted by such Export Control Laws, and, if requested by EPAROX, you agree, represent and warrant that you will execute all documents and provide such other assistance as may be reasonably requested by EPAROX in order to comply with such laws, including obtaining any export licenses or permits as may be required under the applicable Export Control Laws. You further agree, represent and warrant that you will not, and that you will take reasonable measures to ensure that your personnel, subcontractors, agents and others subject to your control or determining influence do not, use, distribute, divert transfer or transmit, or permit or facilitate any other person or entity to use, distribute, divert transfer or transmit, any product/service, technology, data, information, material, software or other thing whatsoever derived from the Platform or

Platform Functionality/Services/Platform technology (even if incorporated into other products/services, technology, data, information, material, software or other things) for the purpose of or in connection with the development, production, handling, operation, maintenance, storage, detection, identification or disseminations of nuclear, chemical or biological weapon proliferation or development of missile technology enabling development, production, maintenance or storage of missiles capable of delivering such weapons.

c. Sanctions Compliance. To the extent not already covered above, you represent and warrant that neither you, nor, as applicable, any of your employers, affiliates, subsidiaries, agents or parent companies, nor any of your or their shareholders, partners, members, directors, officers, personnel, or other agents, nor any other person or entity having a direct or indirect ownership or controlling interest in you or them, are (i) a person targeted by economic, trade or financial sanctions laid down, administered or enforced by the United States, or any other jurisdiction that is applicable to the Platform or Platform Functionality/Services/Platform technology or your use thereof, including, but not limited to, persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, and/or the U.S. State Department's Non-proliferation Sanctions Lists, or (ii) directly or indirectly owned or controlled by any such person (each a "Restricted Person"). You agree, represent and warrant that you will notify EPAROX in writing immediately if you or, as applicable, any of your employers, affiliates, subsidiaries, or parent companies, or any of your or their shareholders, partners, members, directors, officers, personnel, or other agents, or any other person or entity having a direct or indirect ownership or controlling interest in you or them, becomes a Restricted Person or if you or they become directly or indirectly owned or controlled by one or more Restricted Persons.

In addition, to the extent not already covered above, you agree, represent and warrant that you will not, and that you will take reasonable measures to ensure that your personnel, subcontractors, agents and others subject to your control or determining influence do not, use, distribute, divert, transfer or transmit, permit or facilitate any other person or entity to use, distribute, divert, transfer or transmit, any product/service, technology, data, information, material, software or other thing whatsoever derived from the Platform or Platform Functionality/Services/Platform technology (even if incorporated into other products/services, technology, data, information, material, software or other things) in activity with, for, on behalf of, or for the benefit of, a Restricted Person or other individual, entity, territory or organization targeted for sanction and/or embargo by United States authorities, as applicable, or other applicable sanctions regimes, or, to the extent not already covered above, in activity directly or indirectly involving Cuba, Iran, North Korea, Sudan, Syria or Crimea/Sevastopol.

d. Termination/Indemnification for Non-Compliance with Laws. Without limiting any other of EPAROX's rights to terminate set forth herein or otherwise, EPAROX may terminate your use of/access to the Platform and Platform Functionality/Services/Platform technology and all other agreements and relationships with you effective immediately and without liability or obligation whatsoever, if:



- i. you, your personnel, subcontractors, agents or others subject to your control or determining influence engage in bribery, corruption or similar conduct, or are charged with such conduct by any agency or tribunal of competent jurisdiction;
- ii. you fail to comply with your obligations under the immediately preceding subsections a through c;
- iii. the representations and warranties set forth in the immediately preceding subsections a through c, at any time, become untrue or EPAROX has reasonable and specific grounds to believe that they have become untrue or to expect that they will become untrue;
- iv. EPAROX determines, in its sole and absolute discretion, that, by continuing to provide to you access to/use of the Platform or Platform Functionality/Services/Platform technology or otherwise maintain its relationship with you would (i) contravene, or risk contravening any applicable international, national, state, local or equivalent law, including, without limitation, Export Control Laws or (ii) be sanctionable under the economic, trade and financial sanctions administered and enforced by the United States; or
- v. any transaction related to the Platform, Platform Functionality/Services/Platform technology or the terms under which you are granted access thereto, including, without limitation, these Terms of Use, is withheld, refused, declined or otherwise prevented by any of EPAROX's banks or if EPAROX determines in good faith that its credit facilities or other banking relationships may be materially adversely impacted based on concerns that you have engaged in conduct inconsistent with the text or spirit of this paragraph 12.

In addition, you agree to indemnify and hold harmless EPAROX from any claims, damages, liabilities, penalties, costs, fees, expenses, and other losses whatsoever incurred as a result of:

- i. you engaging in bribery, corruption or similar conduct, or being charged with such conduct by any agency or tribunal of competent jurisdiction;
- ii. you failing to comply with your obligations under the immediately preceding subsections a through c; or
- iii. the representations and warranties set out in the immediately preceding subsections a through c, at any time, becoming untrue.

### **13. Taxes.**

You shall be responsible for all applicable sales taxes, use taxes, value added taxes (if any), duties, levies, and similar taxes or impositions imposed by any taxing authority/jurisdiction in relation to your access to/use of the Platform and/or Platform Functionality/Services.

### **14. Modification of Terms of Use and Termination.**

a. Right to Modify and Terminate. EPAROX reserves the right to, at any time, (i) modify these Terms of Use without advance notice (except that advance notice will be provided where required by applicable law), (ii) discontinue or otherwise modify any part of the Platform and/or Platform Functionality/Services, including your access thereto/use thereof and/or (iii) terminate these Terms

of Use and your access to and use of the Platform and/or Platform Functionality/Services without advance notice (except that advance notice will be provided where required by applicable law), with or without cause and regardless of whether or not based on a specific reservation of the right to terminate stated elsewhere herein, and EPAROX shall not be liable to you or any third party for any of the foregoing.

b. Effect of Modification. Modification of these Terms of Use by EPAROX will be effectuated by updating them and, where required by applicable law, providing advance notice of such modification. Such modification will be effective immediately upon update, and your continued use of any part of the Platform or the Platform Functionality/Services thereafter shall constitute your acceptance of those modifications. Thus, you should access and review these Terms of Use regularly.

c. Effect of Termination. Neither expiration nor termination of these Terms of Use shall terminate your obligations or EPAROX's rights under these Terms of Use which, by their nature, are intended to survive such expiration or termination. Without limiting the foregoing, your obligations and EPAROX's rights under sections 3, 4, 5, 6, 7, 10, 12, 13, 15, 16 and 20 shall survive the expiration or termination of these Terms of Use, regardless of when such expiration or termination becomes effective.

## **15. Notices.**

Any notices given to you hereunder will be sent to the email address associated with your use of the Platform and Platform Functionality/Services.

## **16. No Waiver.**

The failure by EPAROX to insist upon strict compliance with any provision of these Terms of Use shall in no way constitute a waiver of any of your obligations or EPAROX's rights hereunder, whether at law or in equity, including, without limitation, the right to insist on strict compliance thereafter.

## **17. Assignment.**

Except to the extent of assignment rights guaranteed by applicable law, your obligations and rights hereunder are not assignable. EPAROX's obligations and rights hereunder, on the other hand, are freely assignable without notification or restriction.

## **18. No Agency.**

Nothing contained herein shall be construed as creating an agency, joint venture, partnership, or similar relationship between you and EPAROX.

## **19. Validity.**

If/to the extent any provision of these Terms of Use is held to be unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent allowed by law consistent with the terms hereof and the remainder of these Terms of Use shall continue in full force and effect.

## **20. Governing Law, Disputes Resolution.**

These Terms of Use, any and all other terms and conditions governing your access to or use of the Platform and/or Platform Functionality/Services and your access to and use of the Platform and/or Platform Functionality/Services in general shall be construed under/governed by the laws of the State of New York without regard to the conflict of laws rules of that jurisdiction or any other jurisdiction. Any controversy or claim arising out of or relating to these Terms of Use, any and all other terms and conditions governing your access to or use of the Platform and/or Platform Functionality/Services or your access to and use of the Platform and/or Platform Functionality/Services in general, that cannot be resolved amicably, or the negotiation or breach thereof, shall be exclusively settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association (“AAA”). The award shall be final and binding. Judgment upon the award rendered by the arbitrator or the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held in New York, New York, shall be conducted in the English language, and shall be conducted (i) if the amount in dispute is less than \$250,000.00, before a single arbitrator mutually agreeable to the EPAROX and you, or if no agreement can be reached, then selected by the AAA, or (ii) if the amount in dispute is \$250,000.00 or more, before three (3) arbitrators. The arbitrator(s) shall make detailed findings of fact and law in writing in support of his, her or their decision, and shall award reimbursement of attorney’s fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate. In addition, the losing party shall reimburse the prevailing party for reasonable attorneys’ fees and disbursements, the costs of the arbitration (including but not limited to the fees and expenses of the arbitrator and expert witnesses) and the costs incurred by the prevailing party in successfully seeking any preliminary equitable relief or judicially enforcing any arbitration award. EPAROX shall not be subjected to the foregoing arbitration requirements in the event of an alleged, actual, or threatened breach of an obligation that is reasonably likely to result in irreparable harm to EPAROX absent immediate injunctive relief. In such event, EPAROX immediately may pursue by civil action in and obtain from any court or other tribunal of competent subject matter jurisdiction sitting in the State of New York, or, at EPAROX’s election in its sole discretion, in the jurisdiction in which the subject services primarily are provided, injunctive and other equitable relief to remedy any such breach or threatened breach, which remedy(ies) shall not be exclusive, but, rather, shall be in addition to all other remedies and rights available at law, in equity, or otherwise. If EPAROX is the prevailing party in any such civil action, EPAROX shall be awarded its costs and fees incurred in such civil action, including attorney’s fees and other reasonable out-of-pocket costs.

Version : 1.0