

SOFX, INC.
TERMS OF SERVICE
AS OF: 31 AUGUST 2017

These Terms of Service (“Agreement”) describes the terms and conditions upon which the SOFX Corporation provides the information, features and services available on or through the SOFX websites or related mobile applications (collectively, the “Service” or the “Services”) to you, the users of the Service (“you” or “User”). You should read this Agreement carefully. By indicating acceptance of this Agreement or by otherwise accessing or using the Services or the SOFX websites or related mobile applications (collectively, the “SOFX Network”), you are entering into a legally binding agreement with SOFX (even if you are using our Services on behalf of a company). If you do not agree to these terms and conditions, you must not use the SOFX Network.

BY USING THE SERVICES, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE AND REPRESENT TO US THAT YOU ARE 18 YEARS OF AGE OR OLDER AND ARE LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN YOU ARE NOT AUTHORIZED TO USE ANY OF SOFX’S SERVICES.

These Terms of Use include (1) AN ARBITRATION PROVISION AND (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US. By using any of THE SERVICES, you agree to THESE PROVISIONS.

1. Service Eligibility

To use the Services, you must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Services, or not otherwise prohibited from having a SOFX account; (3) are not a competitor of SOFX or are not using the Services for reasons that are in competition with SOFX; (4) will only maintain one SOFX member (or corporate) identity at any given time; (5) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (6) will not violate any rights of SOFX, including intellectual property rights such as copyright or trademark rights; (7) will provide SOFX with accurate, current and complete registration information; and (8) your use of the Services is not prohibited by law.

2. Registration

In order to participate in many of the features available on the Service, such as creating a profile, posting job opportunities, connecting with other Users, leaving comments or submitting content, you must create an account and register with us. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections, groups) and (4) follow the law. You are responsible for anything that happens through your account unless you close it or report misuse.

Note that for Services purchased by another party for you to use, the party paying for the Service controls such an account (which is different from your personal account) and may terminate your access to it.

3. Proprietary Materials and Ownership

The Services and the SOFX Network and online application are the property of SOFX. Without limitation of the foregoing, all the text, images, sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on the SOFX Network other than User Content as defined below (collectively, the “Site Content”), and all software embodied in the SOFX Network or otherwise used by SOFX to deliver the Services (“Software”) is proprietary to us or to third parties and are protected by copyright and other intellectual property laws. Except as otherwise expressly permitted by this Agreement, any use, copying, making derivative works, transmitting, posting, linking, deep linking, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of the Software or Site Content (collectively, the “SOFX Property”) is prohibited. You may be subject to criminal or civil penalties for violation of this paragraph.

The marks SOFX and other marks associated with SOFX sites are registered or unregistered trademarks of SOFX, and they may not be used in connection with any service or products other than those provided by SOFX, in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits SOFX. The Services may also feature the trademarks, service marks, and logos of SOFX or third parties, and each owner retains all rights in such marks. Any use of such marks, or any others displayed on the Services, will inure solely to the benefit of their respective owners.

4. Payment

If you purchase any of our paid Services, you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your subscription. Also:

- a. Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- b. You authorize us to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate easy payment for new services.
- c. You must pay us for applicable fees and taxes unless you cancel the paid Service, in which case you agree to still pay these fees through the end of the applicable subscription period.
- d. Taxes are calculated based on the billing information that you provide us at the time of purchase.

5. Notice and Service Messages

You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

6. License to Use the Services

SOFX authorizes you to access, view and use the Services and SOFX Property to the extent necessary for your personal, non-commercial use of the Services, subject to the payment of any applicable fees. You may not remove any copyright, trademark or other proprietary notices that have been placed on the SOFX Property. Changing, copying, redistributing, republishing, uploading, posting, transmitting, distributing or otherwise exploiting in any way the SOFX Property, or any portion of the SOFX Property, is strictly prohibited without the prior written permission of SOFX, unless this Agreement otherwise expressly allows you to do so.

You warrant and agree that your use of the Services will be consistent with this Agreement and will not infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. You will comply with all applicable laws, regulations and ordinances relating to the Services, the SOFX Property or your use of them, and in using the Services you will not engage in any conduct that restricts or inhibits any other person from using or enjoying the Services.

You are responsible for obtaining and maintaining the computer and other equipment you use to access the Services, and for paying for such equipment and any telecommunications charges. We are not liable for any loss or damage you suffer arising from damage to equipment used in connection with use of the Services.

7. User Content

In connection with using the Services, you may upload, post, or submit to SOFX, or distribute using SOFX, photographs, text, graphics, video, audio, and other materials and information (collectively, "User Content"). The User Content remains your property, and SOFX does not claim any ownership of the copyright or other proprietary rights in such information and User Content. Notwithstanding the foregoing, you agree that:

- a. you are publishing and making your User Content publicly available for viewing by third parties on a non-confidential basis, that your User Content may be associated with your SOFX username, and that accordingly your User Content will be attributable to you, that third parties will gain access to your User Content through the Services, and SOFX shall in no event be liable to you for any use or misuse of your User Content by any third party;
- b. you grant SOFX a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license, with right to sublicense through multiple tiers, to copy, edit, modify, use, publish, distribute, prepare derivative works, publicly perform, publicly display, store and otherwise exploit the User Content in connection with operation of the Services, promotion of the Services, and any other purposes reasonably related to

using the Services and participation in promotions and advertising of SOFX and its partners.

- c. all users of the Services have the right to access your User Content, and to copy, modify, use, publish, distribute, prepare derivative works, publicly perform, publicly display and otherwise exploit the User Content for personal, non-commercial use;
- d. you represent and warrant that you own all proprietary rights in your User Content or, with respect to any User Content you do not own, you have the full authority and right to post the User Content and to grant the licenses granted hereunder, and that your posting of the User Content, and the exercise by SOFX and Users of the license rights granted by you shall not infringe any third party intellectual property rights, nor violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party;
- e. if any royalties are payable to any third party for exploitation of User Content posted by you in accordance with the licenses granted by you in this Agreement, you shall be responsible for and pay such royalties;
- f. by providing information to us, you represent and warrant that you are entitled to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights; and
- g. You will provide accurate information to us and update it as necessary.
- h. By submitting suggestions or other feedback regarding our Services to SOFX, you agree that SOFX can use and share (but does not have to) such feedback for any purpose without compensation to you.

SOFX merely distributes User Content and does not control it. Any opinions, advice, statements, services, offers or other content included within User Content are those of the respective authors or distributors, and not SOFX, and SOFX is not responsible for the accuracy or reliability of User Content. SOFX is under no obligation to edit or control User Content that you and other users post or distribute, and will not be in any way responsible or liable for User Content. SOFX does not vet or control the Users or other individuals that use the Services. You access and use User Content at your own risk, and SOFX shall not be liable for any loss or damage that any person may suffer as a result of using the Service or using or relying on the User Content. Users should exercise caution in interacting with unknown persons that they meet using the Services in the same way that they would exercise caution in the physical world. SOFX will make reasonable effort to verify the military affiliation of its users, but does not have any obligation to verify the identity of the persons subscribing to its services.

8. Connections and Interactions with other Users.

You are solely responsible for your interactions with other users. SOFX may limit the number of connections you may have to other users and may, in certain circumstances, prohibit you from contacting other users through the use of the Services or otherwise limit your use of the

Services. SOFX reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if SOFX determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

9. Service Availability

We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

SOFX is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law.

10. Services Restrictions

10.1 You shall not:

- a. Use, upload, post, distribute or transmit, any User Content in violation of, or in connection with any violation of, any local, state, national or international laws;
- b. Except as otherwise permitted by this Agreement, harvest or otherwise collect information about others, including email addresses, without their consent;
- c. Post any User Content more than once or “spam”, post any User Content that contains an endorsement, advertising or promotional material or constitutes commercial activity of any sort;
- d. Engage in any other conduct that interferes with the Services or that restricts or inhibits any other person from using or enjoying any User Content, or the Services, or which, in SOFX’s sole judgment, exposes SOFX or any of their officers, directors, employees or agents to any liability or detriment of any type;
- e. Invite users you do not know to connect to or join SOFX;
- f. Use, upload, post, distribute or transmit or otherwise make available or initiate any content that falsely states, impersonates or otherwise misrepresents your identity, including but not limited to impersonating any person or entity, forging or manipulating headers to disguise the origin of any User Content, using a pseudonym, uploading a profile image that is not your likeness or a head-shot photo, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
- g. Use, upload, post, distribute or transmit that includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships;
- h. Post jobs in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labor and employment,

equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;

- i. Use or attempt to use another's account;
- j. Imply or state that you are affiliated with or endorsed by SOFX without our express consent;
- k. Rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- l. Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- m. Remove, cover or obscure any advertisement included on the Services;
- n. Collect, use, copy, or transfer any information obtained from SOFX without the consent of SOFX;
- o. Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the Services or any related data or information;
- p. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- q. Access the Services except through the interfaces expressly provided by SOFX;
- r. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services; or
- s. Override any security feature of the Services.

10.2 You shall not submit, post, upload to, distribute through or otherwise use in connection with the Services any User Content that:

- a. Is libelous, vulgar, defamatory, threatening, abusive, scandalous, obscene, pornographic or unlawful or that encourages a criminal offense;
- b. Contains material from other copyrighted works without the written consent of the owner of such copyrighted material, other than reasonable excerpts permitted under the copyright doctrine of fair use;
- c. Infringes any copyright or violates any property rights, rights of privacy or publicity, or any other rights of any third party;
- d. Contains any statement, formula, direction, recipe, prescription or other matter that involves a reasonably foreseeable risk of injury or damage to the material's readers or others;

- e. Promotes any goods or services of any competitors to SOFX, or encourages any other users of the Service to become users or Users of any such competitors;
- f. Contains any software viruses or any other code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- g. Is anything other than UNCLASSIFIED information.

10.3 SOFX reserves the right (but is not obligated) to do any or all of the following:

- a. Record User Content;
- b. Investigate any allegation that User Content or User registration information does not conform to the terms and conditions of this Agreement;
- c. Remove User Content or User registration information that is abusive, illegal or disruptive, or that otherwise fails to conform to the terms and conditions of this Agreement;
- d. Monitor, edit, modify, reformat, excerpt, translate or disclose any User Content or User registration information, regardless of whether such content violates any terms and conditions of this Agreement; or

SOFX has no liability or responsibility to users of the Services or any other person or entity for performance or nonperformance of the aforementioned activities.

11. Minors

Use of the Services is not directed to users under the age of 18. If you are under the age of 18, you are not permitted to register as a User or to send personal information to SOFX.

12. Third Party Websites

The SOFX Network may contain links to third-party websites. The linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by SOFX. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

13. Third Party Terms and Providers

13.1 Apple App Store Terms

The following terms and conditions apply to you only if you acquire an SOFX App from the Apple App Store. To the extent the other terms and conditions of the Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to the App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and SOFX, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and SOFX acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and SOFX acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, SOFX, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You must comply with applicable third party terms of agreement when using the App. You and SOFX acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as they relate to your license of the App, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

13.2 Mobile Software from Google Play Store

If you acquire an SOFX App from Google, Inc. or one of its affiliates ("Google") via Google Play or its successor(s), then to the extent of any conflict between the Google Terms and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "Google Play Terms"), and the other terms and conditions in these Agreements, the Google Play Terms shall apply with respect to your use of any App that you acquire from Google Play. SOFX and you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by SOFX or you (or any other user) under these Terms or the Google Play Terms.

14. Affiliate Marketing Commissions

The Services may, from time to time, discuss products of third parties. In some circumstances SOFX will publish a link to a vendor from whom the products can be purchased. SOFX may receive a commission if you purchase products by using hyperlinks featured on the Service.

15. Ideas Submitted to SOFX

SOFX is pleased to hear from you and welcomes your comments about the Services. In the event that you submit ideas or suggestions for the Services (“Services Comments”), the Services Comments will be deemed, and will remain, the sole property of SOFX. None of the Services Comments will be subject to any obligation of confidence on the part of SOFX, and SOFX will not be liable for any use or disclosure of any Services Comments. Without limiting the foregoing, SOFX will be entitled to unrestricted use of the Services Comments for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Services Comments.

16. Warranty Exclusions

SOFX MAY PAUSE OR INTERRUPT THE SERVICES AT ANY TIME, AND USERS SHOULD EXPECT PERIODIC DOWNTIME FOR UPDATES TO THE SERVICES. THE SERVICES ARE PROVIDED “AS IS,” AND SOFX EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD THERETO, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFORMATIONAL CONTENT, NONINFRINGEMENT, SYSTEM INTEGRATION AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; RALLY POINT ALSO DISCLAIMS ANY WARRANTY THAT THE SERVICES AND SOFX PROPERTY WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR OR THAT ALL ERRORS WILL BE CORRECTED OR REPAIRED, AND (iii) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICES OR THE COMPANY PROPERTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SOFX OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SOFX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE EXTENT BASED ON USER CONTENT, INCLUDING TO THE EXTENT THAT ANY SERVICES PROVIDED ARE BASED ON THE USER CONTENT OR TO THE EXTENT ANY RESULTS OBTAINED FROM THE USE OF THE SERVICES OR THE SOFX NETWORK ARE BASED ON THE USER CONTENT.

17. Limitations of Liability.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM SOFX ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE SERVICES OR THE SOFX PROPERTY, EVEN IF SOFX HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

SOFX'S MAXIMUM LIABILITY TO YOU FOR ANY DAMAGES OR LIABILITY ARISING IN CONNECTION WITH THE SERVICES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE A REFUND OF THE AMOUNT PAID BY YOU FOR THE RELEVANT SERVICES. IN ANY EVENT, THE MAXIMUM AGGREGATE LIABILITY OF SOFX FOR ANY AND ALL DAMAGES ARISING FROM THE SERVICES OR THE SOFX PROPERTY SHALL BE THE AMOUNT OF \$10, WHETHER THE CLAIM AROSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CUSTOMER ACKNOWLEDGES AND AGREES THAT IT ACCESSES AND USES USER CONTENT AT ITS OWN RISK, AND SOFX SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT CUSTOMER, CUSTOMER CLIENT OR ANY OTHER PERSON OR ENTITY MAY SUFFER AS A RESULT OF USING THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

18. Indemnity

User shall defend, indemnify and hold harmless SOFX against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorneys' fees arising in connection with User's use of the Services or User's breach of any provision of this Agreement. SOFX reserves the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to provide indemnification hereunder. You will cooperate with SOFX with respect to such defense and settlement.

19. Link to the Privacy Policy.

SOFX is concerned about user privacy and operates the Services under the PRIVACY POLICY published at www.SOFX.com/privacy. We urge you to read this policy now and, because the policy is updated from time to time, later at your convenience.

20. COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

20.1 Termination of Repeat Infringer User Accounts

SOFX respects the intellectual property rights of others and requests that users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, SOFX has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Services, the Website or the Apps who are repeat infringers. SOFX may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

20.2 Digital Millennium Copyright Act

SOFX complies with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material posted on the Services you may contact our Designated Agent at the following address:

SOFX, Inc.
Attn: Copyright Office
P.O. BOX 22825
Charleston, SC 29413

Any notice alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the Services;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of the materials on the Services of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter Notices

If material that you have posted to the Services has been removed or disabled, you may file a counter notice pursuant to 17 U.S.C. §512 (g). To be effective, the counter notice must be a written communication sent to the designated agent address listed above that includes the following:

- a. a physical or electronic signature of the subscriber;
- b. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- c. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- d. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the United States, for any judicial district in which SOFX may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

21. Arbitration; No Class Actions

21.1 Arbitration

THIS SECTION INCLUDES AN ARBITRATION AGREEMENT AND AN AGREEMENT THAT ALL CLAIMS WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY (AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING). PLEASE READ IT CAREFULLY. YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE OPT OUT PROCEDURE DESCRIBED BELOW.

Informal Process First. You agree that, in the event of any dispute between you and SOFX, you will first contact SOFX and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action (“Informal Process”).

Arbitration Agreement. After the Informal Process, ANY REMAINING DISPUTE, CONTROVERSY OR CLAIM RELATING IN ANY WAY TO THESE TERMS OF USE OR THE SERVICES (“CLAIM”) WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act (“FAA”) and federal arbitration law apply to these Terms of Use. If you are an individual you may opt out of this arbitration agreement within thirty (30) days of the first date you access or use the Services by sending an email to info@SOFX.com.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS OF THESE TERMS OF USE AS A COURT WOULD.

After the Informal Process, if you intend to seek arbitration you must first send written notice to SOFX's Customer Service Center of your intent to arbitrate ("Notice"). The Notice to SOFX should be sent by any of the following means: (i) electronic mail to info@SOFX.com; or (ii) sending the Notice by U.S. Postal Service certified mail to:

SOFX, Inc.
Attn: Copyright Office
P.O. BOX 22825
Charleston, SC 29413

The Notice must (x) describe the nature and basis of the Claim; and (y) set forth the specific relief sought. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration will be conducted in the English language. Massachusetts law will apply. The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

Except as otherwise provided for herein, SOFX will pay all AAA filing, administration and arbitrator fees. If, however, the arbitrator finds that either the substance of your Claim or the relief sought is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all such fees shall be governed by the AAA Rules. In such case, you agree to reimburse SOFX for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of your demand, SOFX shall reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration.

This arbitration agreement applies equally to you and SOFX. However, we both agree that this arbitration agreement does not govern any Claim by SOFX for infringement of its intellectual property or access to the Service that is unauthorized or exceeds authorization granted in these Terms of Use. This dispute resolution provision, including the "Class Action Waiver" section below, will survive any termination of these Terms of Use.

In the event that the agreement to arbitrate is found not to apply to you or your claim, you and SOFX agree that any judicial proceeding will be brought in the federal courts of Massachusetts or the state courts of Suffolk County, Massachusetts. Both you and SOFX consent to venue and personal jurisdiction there.

21.2 Class Action Waiver

Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar

proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

21.3 Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with SOFX must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

22. Suspension; Modifications and Termination

SOFX reserves the right to suspend your password and/or access to the Services at any time if it believes you are in breach of this Agreement. SOFX reserves the right to terminate or modify this Agreement, terminate the Services or modify any features or aspects of the Services, or modify its policies at any time, with or without notice to you. If you use the Services, you shall be bound by the version of the Agreement in effect at the time of your use. You are under an obligation to review the current version of this Agreement and other published SOFX policies before using the Services. Sections 2, 3, 4, 5, 6, 8, 9, 10, 11, 14-19, any accrued rights and remedies, and any other provisions that by their nature require survival in order to be effective, shall survive the termination or expiration of this Agreement.

23. Force Majeure

In no event shall SOFX be liable for any failure to comply with this Agreement to the extent that such failure arises from factors outside SOFX’s reasonable control.

24. Third Party Beneficiaries

The provisions of Sections 2, 3, 5, 7, 10, 11, 12, 13 and this Section 24, of this Agreement are entered into for the benefit of SOFX, its third party licensors, and each of them shall have the right to enforce such provisions of this Agreement directly against you to protect their interests. Except as stated in the preceding sentence, there shall be no third party beneficiaries to this Agreement.

25. Miscellaneous Provisions

No delay or omission by SOFX in exercising any of its rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by SOFX of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. As used in this Agreement, “including” means “including but not limited to” and the term “partner” is used solely to denote another entity with which SOFX has a sponsorship or similar contractual arrangement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between you and SOFX regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Your registration, this Agreement and your rights and obligations hereunder are not assignable or transferable by you to any third party without the prior written consent of SOFX. We may assign this Agreement to any purchaser of the SOFX business. This Agreement may be executed electronically, and your electronic assent or use of the Services shall constitute execution of this Agreement. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a “signing” for all purposes.

Effective Date of Terms: August 31, 2017