



# Terms of Service

75F, LLC and its affiliates and subsidiaries (collectively, "75F") provides a cloud-based building automation system that makes light commercial buildings more comfortable and energy efficient. The system is comprised of: (1) a user portal accessible through [<http://facilisight.75f.io/>] ("Facilisight"); (2) services accessible through Facilisight (the "App"); and (3) subscription services that can be accessed through the App (the "Subscription Services"), all of which are used with 75F hardware, including, without limitation, the central control unit, wireless zone controllers, and smart dampers (the "Hardware"). Facilisight, the App, and the Subscription Services are collectively herein called, the "Services."

The Services and your use thereof are governed by, and subject to, this Terms of Service Agreement (this "Agreement"). This Agreement is intended to make you aware of the terms and conditions that govern your use of the Services, any content, or other products or services that are offered or provided by 75F. In the event you purport to be the agent of, represent, or otherwise act on behalf of an entity or any other person, references to "you" and "your" includes such entity or person in addition to you, and your acceptance of this Agreement constitutes acceptance on behalf of such entity or person.

Please read this Agreement carefully before accessing or using the Services. You must read, agree with, and accept all of the terms and conditions contained in this Agreement, which includes those terms and conditions expressly set out below and those incorporated by reference, before you access or use the Services. By using the Services, you agree to be bound by the terms and conditions of this Agreement. The disclaimers, terms, and conditions in this Agreement are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms, and conditions of specific application disclosed by 75F. In the event of a conflict between this Agreement 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 will control.

Your purchase and use of the Hardware will be governed by the 75F End User Product Terms and Conditions and the 75F Limited Warranty Policy, each located at [[www.75f.com/legal](http://www.75f.com/legal)]. The software and firmware that is installed on the Hardware is governed by End User License Agreement, located at [[www.75f.com/legal](http://www.75f.com/legal)].

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE THE SERVICES.

A copy of this Agreement can be received by emailing your request to [[support@75f.io](mailto:support@75f.io)] or by visiting [[www.75f.com/legal](http://www.75f.com/legal)].

## 1. SERVICES

**(a) Grant of License.** 75F hereby grants to you a limited, nonexclusive, nonassignable, nontransferable license to access and use the Services, subject to your agreement to, compliance with, and satisfaction of, this Agreement. 75F reserves all rights not otherwise expressly granted by this Agreement. If you do not comply with this Agreement, 75F reserves the right to revoke any license granted in this Agreement, limit your access to the Services, and restrict your ability to provide Feedback (as defined in Section 2(l) below) or access Content (as defined in Section 2(i) below).

**(b) Modification.** 75F may discontinue or alter any aspect of the Services, remove Content from the Services, restrict the time the Services are available, and restrict the amount of use permitted at 75F's sole discretion and without prior notice or liability to you. 75F may also install bug fixes, updates, patches, and other upgrades to the Services without prior notice or liability to you. Your only remedy is to discontinue using the Services if you do not want a modification 75F makes to the Services.

**(c) Removal of Access.** You agree 75F may, under certain circumstances, immediately suspend or terminate your access to the Services or any part thereof. Cause for such measures include, without limitation: (1) breach or violation of this Agreement or other incorporated agreements or guidelines; (2) discontinuance or material modification to the Services; (3) unexpected technical or security issues or problems; (4) extended periods of inactivity; or (5) your engagement in fraudulent or illegal activities. You further agree that such measures may be taken in 75F's sole discretion and without liability to you or any third party.

**(d) Fees.** The Services may be provided to you for a fee. You agree to pay all applicable fees for the Services that you select in accordance with the order form.

**(e) Customer Responsibilities.** You have the sole responsibility for (1) determining the suitability of the Services for your operations and whether the Services will achieve the results you desire; (2) selecting and training adequate personnel with the requisite experience necessary to operate your systems and who are familiar with your records associated with the Services; (3) limiting use of and access to the Services solely to those users whose duties require such use and access and will undertake best efforts to ensure that 75F's intellectual property rights are kept secure; and (4) ensuring the accuracy of any User Content (as defined in Section 2(i) below) input into the Services, ensuring and confirming the accuracy of such User Content, associated Content, or any other data or results generated, created, or output by the Services prior to use, and undertaking procedures to test, identify, and correct any errors or omissions relating to the foregoing.

## 2. USAGE & LIMITATIONS

**(a) System Requirements.** In order to access and use the Services, you must have: (1) an account; (2) Hardware; (3) a stable and accessible wireless network; (4) high speed or broadband Internet to your company's place of business; and (5) such other system, hardware, or software requirements as specified by 75F. 75F does not guarantee that the Services will be compatible or operate with your Internet provider's service plan, with any particular computer or web browser, with your wireless network or access point, or any other piece of hardware, software, equipment, or device you install or use with the Services. You are solely responsible for providing, maintaining, and ensuring the compatibility of all hardware, software, electrical, and other system requirements necessary for your access to and use of the Hardware and the Services (or any part thereof).

**(b) Availability.** You understand that the Services are provided over the Internet, so the quality and availability of the Services may be affected by factors outside of 75F's control. There may be times when the Services are unavailable due to technical errors or for maintenance and support activities. The Services are not intended to be available 100% of the time and 75F does not make any representations, warranties, or guarantees regarding the reliability or availability of the Services. 75F does not represent, warrant, or guarantee that the Services will always be available or are completely free of human or technological errors. 75F will not be liable to you or any third party for damages or losses related to the Services being unavailable.

**(c) Dependency on Your Equipment.** You understand and agree that the Services's availability is dependent on equipment and third party services that you provide, including, but not limited to, your: computer, wireless access point and Wi-Fi, mobile device, building wiring, cabling, Internet service provider, and your mobile device carrier. You acknowledge that you are responsible for all third party charges in connection with your access and use of the Services and that you are responsible for complying with any and all contracts, terms of service agreements, and restrictions associated with such third party services.

**(d) Storing Credentials.** The Services may allow you to store your login credentials in your web browser so that you can be automatically logged in each time you access the Services. If someone else has access to your computer or web browser, the automatic login feature will allow that person to have access to your account. You are responsible for any 75F damages resulting from unauthorized access to the Services from your account and 75F will have no liability to you or any third party for damages or loss related to such unauthorized access or use.

**(e) No Emergency Services.** You understand and acknowledge that the Hardware and Services, either alone or when combined with a third party product or service, cannot notify emergency services in the event of an emergency. Neither the Hardware nor the Services, either alone or when combined with a third party product or service, are designed to contact fire protection, emergency medical service, or any other public safety or health service. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU SHOULD NOT RELY ON THE HARDWARE OR THE SERVICES FOR EMERGENCY RESPONSE MANAGEMENT OR TO OTHERWISE INCREASE OR IMPROVE SAFETY AT YOUR PLACE OF BUSINESS. CALL 911 IN THE EVENT OF AN EMERGENCY.

**(f) Notifications.** You may configure the Services to provide you notifications, however, you understand and acknowledge that the notifications are not intended to be 100% reliable or available. 75F does not represent, warrant, or guarantee that you will receive notifications in a timely manner, if at all. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU SHOULD NOT RELY ON THE SERVICES FOR NOTIFICATIONS TO INFORM YOU OF AN EMERGENCY OR ANY OTHER CRITICAL SITUATION.

**(g) Energy Efficiency and Cost Savings.** 75F does not guarantee you will see a certain level of energy efficiency or cost savings by installing and using the Services or Hardware. The actual amount of energy efficiency and cost savings are subject to factors outside of 75F's control. 75F may provide to you information regarding your energy usage and how you may increase your cost savings, however, you acknowledge that this information may not result in increased energy efficiency or cost savings and that 75F will have no liability

to you for damages or loss or any other remedy in the event you do not experience increased energy efficiency or cost savings.

**(h) Compatibility With Third Party Products and Services.** The Services may include or be compatible with products and services developed, provided or maintained by third party providers. Access to or use of those third party services by you or an Authorized User (as defined in Section 4(b) below) will be governed by a separate agreement in relation to those certain third party services. You agree that each third party provider retains all right, title, and interest in and to their respective products and services. 75F makes no representations or warranties with regard to your use of compatible or accessible third party products. 75F will not be responsible or liable for any injures or damages you suffer caused or alleged to be caused by, in connection with, resulting from your use of or reliance on of such third party product. You understand and agree that 75F may need to disclose your information to such third party provider and that any disclosure will be in accordance with 75F's privacy notice.

**(i) Content.** The Services may include or provide access to information, software, photos, videos, text, graphics, music, sounds, and other material or information provided by 75F or third parties (collectively, the "Content") that are protected by copyrights, patents, trademarks, trade secrets, or other intellectual property laws. You understand and agree that these rights in any Content are valid and protected in all forms, media, and technologies existing now or developed in the future. You may not obscure or remove any proprietary rights notices contained in or on the Content. Content also includes information that you and your Authorized Users provide to 75F (collectively "User Content"). User Content is your intellectual property. 75F does not claim ownership rights in such User Content. However, by posting User Content via the Services, you hereby grant to 75F a limited, transferable, nonexclusive, worldwide, perpetual, irrevocable, royalty-free right and license to use, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense, and create derivative works and compilations incorporating such User Content. 75F reserves the right to remove Content from the Services at any time and for any reason without notification to you.

**(j) User Content Restrictions.** You may not upload, post, or transmit any User Content that: (1) would violate or infringe the proprietary, privacy, publicity, or intellectual property rights of 75F or any third party; (2) is obscene, defamatory, threatening, harassing, abusive, libelous, hateful, harmful, embarrassing, or objectionable to any other person or entity; (3) violates any applicable law, statute, ordinance, or regulation; or (4) puts in jeopardy the security of your account, 75F, or the Services.

**(k) No Responsibility.** 75F cannot and does not assume any responsibility for your use or misuse of Content or any other information transmitted, monitored, stored, or received while using the Services. 75F reserves the right to amend or delete any Content (along with the right to terminate or restrict use of or access to the Services) that in its sole discretion violates any of the above. By providing User Content via the Services, you further understand and agree that you do so at your own risk and that 75F is not responsible for the damage or loss of any such User Content. You agree that 75F is not liable for any legal violation caused by your use or misuse of Content or other information transmitted, monitored, stored, or received while using the Services.

**(l) Feedback.** 75F welcomes your comments, feedback, information, or materials regarding the Services or any of 75F's other products or services (collectively, "Feedback"). Your Feedback will become 75F's property upon submission to 75F. By submitting your Feedback to 75F, you agree to assign, and hereby irrevocably assign to 75F, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis. 75F will be free to use, copy, distribute, publish and modify your Feedback on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Feedback.

**(m) Links.** The Services may include, or third parties may provide, links to other websites or resources on the Internet. Because 75F has no control over such websites or resources, you acknowledge and agree that 75F is not responsible for the availability of such external websites or resources, and 75F does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources or for any privacy or other practices of the third parties operating those websites or resources. You further acknowledge and agree that 75F will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, resulting from your use of or reliance on any such content, goods or services available on or through any such website or resource. 75F strongly encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources..

### 3. PROHIBITED USES

You may not: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of the Services in any way; (2) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Services are based; (3) use

the Services or Content to develop a competing service or product; (4) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Services, servers, or networks connected to the Services or take any other action that interferes with any other person's use of the Services; (5) decrypt, transfer, create Internet links to the Services, or "frame" or "mirror" the Services on any other server or wireless or Internet-based device; (6) use or merge the Services or any component thereof with other software, databases, or services not provided or approved by 75F; (7) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to the Services; (8) use the Services for unlawful purposes; (9) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with the Services; (10) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on the Services for any reason; (11) access or attempt to access any other person's account; (12) use any Content made available through the Services in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party; (13) introduce into the Services any virus, rogue program, Trojan horse, worm or other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to or disable, erase, or otherwise harm the Services, or perform any such actions; (14) introduce into the Services any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person; (15) delete, modify, hack, or attempt to change or alter the Services, Content, or notices on the Services; (16) connect to or access any 75F computer system or network other than the Services; or (17) impersonate any other person or entity to use or gain access to the Services. 75F reserves the right to investigate and prosecute violations of any of the above to the fullest extent of the law. 75F may involve and cooperate with law enforcement authorities in prosecuting users who violate these terms.

## 4. ACCOUNTS

(a) Registration. Access to the Services requires your organization to be registered with 75F via a 75F-generated registration form. This form will require that your organization provide certain requested information (including personal information and financial information). At such time, your organization will be provided with an account and login information including a username and password to successfully complete the registration process. You may not permit anyone outside your organization to access the account.

(b) Additional Accounts. You may create additional associated accounts for users within your organization ("Authorized Users"). Each Authorized User is responsible for complying with the terms of this Agreement; however, the individual or entity that owns the top level "admin" account agrees to be fully responsible and liable for an Authorized User's activity.

(c) Unauthorized Use and Information Changes. You must immediately notify us if your registration information changes or you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You also agree that you will provide truthful and accurate information during the registration process, including the anticipated number of Authorized Users under your organization's account. 75F may refuse to grant you a particular username for any reason, including, without limitation, if 75F has reason to believe that such username impersonates someone else, is protected by trademark or other proprietary rights, or is vulgar or otherwise offensive.

## 5. OWNERSHIP AND INTELLECTUAL PROPERTY

Unless otherwise specifically noted in this Agreement, images, trademarks, service marks, logos and icons displayed on the Services, are the property of 75F and its licensors and may not be used without 75F's prior written consent. Trademarks owned by third parties are the property of those respective third parties. The Services is the copyrighted property of 75F, and it may not be reproduced, recreated, modified, accessed, or used in any manner or disseminated or distributed to any other party in violation of this Agreement. Any unauthorized use of any Content, whether owned by 75F or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes.

## 6. USER REPRESENTATIONS

**(a) Representations.** You hereby represent and warrant to 75F that: (1) you (i) are over the age of 18; or (ii) otherwise have the power and authority to enter into and perform your obligations under this Agreement; (2) all information provided by you to 75F is truthful, accurate and complete; (3) you will comply with the terms and conditions of this Agreement and any other agreement to which you

are subject that is related to your use of the Services, your Feedback, or any part thereof; (4) if applicable, you have provided and will maintain accurate and complete information with 75F, including, without limitation, your legal name, email address, and any other information 75F may reasonably require; (5) your access to and use of the Services or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (6) you will immediately notify 75F in the event that you learn or suspect that the contact information you provided to 75F has been disclosed or otherwise made known to any other person; and (7) you will not use the Services in order to gain competitive intelligence about 75F, the Services, or any product or service offered via the Services or to otherwise compete with 75F.

**(b) Feedback.** In the event you provide any Feedback via the Services, you hereby make the following additional representations and warranties to 75F: (1) you are owner of such Feedback or otherwise have the right to grant 75F the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to provide the Feedback and to grant the foregoing licenses or assignments; (3) the Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such Feedback does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the Feedback is true and accurate.

## 7. DISCLAIMERS

**(a) Defects and Availability.** 75F uses reasonable efforts to maintain the Services, but 75F is not responsible for any defects or failures associated with the Services, any part thereof, any Feedback you provide, or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures. The Services may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs which 75F may undertake from time to time; or (3) causes beyond the control of 75F or which are not foreseeable by 75F.

**(b) Disclaimers of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 75F EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITATION, 75F MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION FOUND ON THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY INFORMATION OR OTHER MATERIALS OBTAINED THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. ANY CONTENT OR OTHER MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH THE SERVICES OR ANY PRODUCT WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

## 8. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND IN ADDITION TO THE WARRANTY DISCLAIMERS ABOVE, IN NO EVENT WILL (A) 75F BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF TIME, GOODWILL, INCONVENIENCES, DATA, COMMERCIAL LOSS OR ANY OTHER INTANGIBLE LOSS, ARISING FROM, RELATING TO, IN CONNECTION WITH, OR AS A RESULT OF, THE SERVICES OF THE USE THEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE AND (B) 75F'S ENTIRE AGGREGATE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE) WILL NOT EXCEED THE FEES ACTUALLY PAID BY YOU (IF ANY) TO 75F OR 75F'S AUTHORIZED RESELLER OR DISTRIBUTOR FOR THE SERVICES AT ISSUE, INCLUDING, WITHOUT LIMITATION, THE HARDWARE, DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. 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. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless 75F, its officers, members, managers, employees, and agents from and against any

and all claims, liabilities, damages, losses, demands, or expenses, including attorney's fees and costs and expenses, arising out of or in any way connected with (a) your use and each Authorized User's use of the Hardware or the Services, (b) your or your Authorized Users' violation of this Agreement, (c) your or your Authorized Users' violation of any law or the rights of any third party, and (d) your or your Authorized Users' negligence or willful misconduct.

## 10. TERM AND TERMINATION

This Agreement is effective upon your acceptance and will continue in full force until terminated. You agree that 75F, in its sole discretion, may terminate your use of the Services or any part thereof upon prior notice and discard any Feedback you provide. You agree that 75F may immediately suspend your access to the Services or any part thereof in order to conduct an investigation in the event it believes you have violated this Agreement or if it determines that you are a repeat infringer of a third party's intellectual property or other rights. 75F may also, in its sole discretion and at any time, discontinue providing the Services, any part thereof, with or without notice. In addition to any other method of termination or suspension provided for in this Agreement, 75F reserves the right to terminate this Agreement at any time and for any reason upon 1 days' notice to you. Further, you agree that 75F will not be liable to you or any third-party for any termination or suspension of your access to the Services or any part thereof. You may terminate this Agreement at any time by immediately discontinuing all access to the Services and by providing notice to 75F of such discontinuance. Termination or cancellation of this Agreement will not affect any right or relief to which 75F may be entitled at law or in equity. Upon termination of this Agreement, you must terminate all use of the Services and any information or materials provided thereby. In the event of termination, you will not be entitled to any refund of any fees or other charges, if any, paid in connection with this Agreement.

## 11. PRIVACY

75F collects, stores, and uses data collected from you in accordance with 75F's Privacy Notice, located at [[www.75F.com/legal](http://www.75F.com/legal)]. The terms and conditions of the Privacy Notice are hereby expressly incorporated into this Agreement.

## 12. MISCELLANEOUS

(a) Changes to this Agreement. 75F reserves the right, at its discretion, to change, modify, add, or remove portions of this Agreement at any time by posting such changes to this page. 75F will endeavor to notify you of such changes via the email address you provided during your account registration. You understand that you have the affirmative obligation to check this Agreement periodically for changes and you hereby agree to periodically review this Agreement for such changes. Your continued use of the Services following the posting of changes to this Agreement will constitute your acceptance of those changes.

(b) Governing Law and Venue. This Agreement will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Minnesota, without reference to its conflicts or choice of law principles. You agree that the sole and exclusive jurisdiction and venue for any and all lawsuits, claims, proceedings, disputes or disagreements arising out of or related in any way to this Agreement will be in any state or federal court located in or having jurisdiction over Dakota County, Minnesota. You irrevocably submit and consent to the personal jurisdiction and venue of such courts.

(c) Consent To Do Business Electronically. 75F uses and relies upon electronic records and electronic signatures for the execution and delivery of this Agreement and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement and in performing its obligations and exercising its rights under this Agreement. Neither you nor 75F will prevent or inhibit in any way the other party from printing, saving, or otherwise storing electronic records sent or otherwise made available to the other party. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware and other equipment upgrades and purchases, in order to be able to conduct business electronically.

(d) Injunctive Relief. You agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to 75F which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that 75F has the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies 75F may have for your breach of this Agreement. All remedies available to 75F will be cumulative and the pursuit of one remedy will not be deemed to exclude any other remedy.

(e) Entire Agreement. This Agreement constitutes the entire agreement between you and 75F with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof.

(f) Waiver. 75F's failure to enforce the provisions of this Agreement will not be deemed to be a waiver of its right to enforce them.

(g) Severability. If any term or provision of this Agreement will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of this Agreement.

(h) Survival. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

(i) Assignment. You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under this Agreement, nor delegate your duties hereunder to any other person, without 75F's prior written consent. Any purported assignment without 75F's consent will be void and will constitute a breach of this Agreement. 75F may assign this Agreement or delegate or subcontract its obligations under this Agreement at any time.

(j) Notifications. You can contact us through the Services or by e-mail. Unless you tell 75F otherwise, or the law requires otherwise, you agree to receive all communications from 75F by email or through posting notices to your account. You may print the communications for your records. You agree that all communications that 75F sends to you electronically satisfy any legal requirement that a communication be in writing. You may choose to get legal notices in paper form through the mail if you tell 75F you do not want legal notices sent electronically. If you choose to paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell 75F that you do not want legal notices sent electronically send the notice in writing and by certified and registered mail to 221 River Ridge Circle South, Burnsville, MN 55337.

(k) Compliance with Non-US Law. 75F makes no representation that the Services, Content, or other material or information provided through the Services is appropriate to or available in locations outside of the United States. You may not use the Services or export Content in violation of United States export laws, regulations, or restrictions. If you access the Services from outside of the United States, you are responsible for compliance with all applicable laws.

## 13. DIGITAL MILLENNIUM COPYRIGHT ACT

(a) Notice. 75F respects the intellectual property of others and asks its users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide 75F's 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 Services sufficient to allow 75F to locate the allegedly infringing material;
- your 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 75F's Copyright Agent for Notice of Claims of copyright infringement at: [copyright@75f.io]. 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.

(b) 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 such 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;

- your name, address, telephone number, and e-mail address, and a statement that you consent to the jurisdiction of the federal court located in or having jurisdiction over 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, 75F 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 75F's sole discretion.

## **14. CONTACT 75F**

With questions, e-mail [support@75f.io] or submit your question through our Support Services help desk at: [support@75f.io] or [www.75f.io/support].