

## TERMS OF USE

THIS TERMS OF USE AGREEMENT (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND ANY COMPANY YOU REPRESENT (COLLECTIVELY, "MEMBER") AND AZZULE ("AZZULE") REGARDING THE AZZULE EXCHANGE, A MEMBERSHIP SERVICE PROVIDED THROUGH A MEMBERSHIP WEBSITE (THE "MEMBERSHIP WEBSITE") AND ALL OTHER SERVICES PROVIDED BY AZZULE UNDER THIS AGREEMENT ("SERVICES"). PLEASE READ THE AGREEMENT CAREFULLY BEFORE CONTINUING. BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT AS SET FORTH IN SECTION 4 BELOW, YOU AND ANY COMPANY YOU REPRESENT AGREE TO FOLLOW AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND YOU MAY NOT REGISTER TO USE THE MEMBERSHIP WEBSITE.

1. AZZULE License. Subject to the terms of this Agreement, AZZULE grants to Member during the Subscription Term the nontransferable, nonexclusive worldwide right to use and permit those individuals authorized by Member or on Member's behalf ("Users") to use the Membership Website and any materials ("Materials") provided or disclosed to Member by AZZULE or its third party providers ("Third Party Providers") in the course of performing Services in connection with the Membership Website. The rights granted to Member in this Agreement are subject to all of the following terms, conditions and restrictions: (i) Member shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Membership Website or any Materials, available to any third party other than an authorized User; (ii) Member shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Membership Website or Materials or access the Membership Website or Materials in order to build a similar or competitive product or service; (iii) except as expressly stated herein, no part of the Membership Website or Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means to, including but not limited to electronic, mechanical, photocopying, recording, or other means; (iv) Member agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Membership Website; (v) Member acknowledges and agrees that AZZULE or its Third Party Providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Membership Website and the Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by Member or any other party relating to the Membership Website or the Materials; (vi) Member shall not disclose any review of the Membership Website to any third party without AZZULE's prior written approval; (vii) Member shall not use any e-mail addresses and other Member contact information provided on the Membership Website for marketing or advertising purposes; and (viii) Member shall not post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, obscene, indecent or unlawful material or information.
2. Member License. Member grants to AZZULE and its Third Party Providers the non-exclusive, worldwide right to copy, adapt, transmit, communicate, display, distribute and create compilations and derivative works (a) any data, information or other materials, provided to AZZULE by Member in the course of using the Membership Website ("Member Data") solely to the extent necessary to provide the Membership Website and Materials to other Members, and (b) any trademarks that Member provides AZZULE for the purpose of including them Member's user interface of the Membership Website ("Member Trademarks"). Member acknowledges and agrees that Member Data may be transferred outside of the country or other jurisdiction where other Members or Users are located. In addition, Member shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and copyright of all Member Data.

3. **Billing and Payment.** Member agrees to pay in advance for all Services ordered under this Agreement except as set forth in the Registration Form. All fees under this Agreement are nonrefundable. Member will provide AZZULE with a valid and updated credit card and complete accurate billing and contact information. When Member provides credit card information to AZZULE, Member authorizes AZZULE to bill such credit card (i) at the time that Member orders Services, for all Services set forth in the Registration Form, and (ii) at the time of any renewal, for the amount charged for any renewal Subscription Term(s) as set forth in Section 4. If Member makes payment using a method other than a credit card, AZZULE will invoice Member prior to initial sign-up and Services provided or performed.
  
4. **Term and Termination.** The perpetual term of this Agreement shall become effective upon the earlier of (1) Member's first acceptance of these terms by choosing the "I ACCEPT" option or (2) Member's agreement to these terms in an Registration Form or otherwise (the "Membership Terms and Conditions"). The term of the Membership Website or other Services offerings set forth in an applicable Registration Form hereunder shall commence upon the activation date of the applicable Membership Website membership or Service (as identified in AZZULE's first invoice after execution of such Registration Form), or as otherwise set forth in such Registration Form, and shall continue for the period of time set forth in such Registration Form (the "Subscription Term"). Member's subscription to the Membership Website or Services will renew upon Member's payment of the applicable subscription renewal fees, for a renewal Subscription Term equal in duration to the previous Subscription Term, upon the expiration of the initial Subscription Term or any renewal Subscription Term. In the event of any breach of this Agreement by either party, other than Member's failure to make payment as set forth herein, the non-breaching party shall have the right to terminate this Agreement for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail and, if AZZULE is the non-breaching party, AZZULE may terminate Member's password, account, access to or use of the Membership Website. At Member's request, within 30 days of termination of this Agreement, provided Member is not in breach of the Agreement, AZZULE will make available to Member a file of the Member Data then in its possession for a nominal handling fee. Member agrees and acknowledges that AZZULE has no obligation to retain Member Data and that such Member Data may be irretrievably deleted after 30 days following the termination of this Agreement or if Member's account is 30 days or more past due. The following provisions shall survive any termination of this Agreement: Section 4, 9, 10, 11, and 14.
  
5. **Third Party Web Sites.** If Member enters into correspondence with, purchases goods or services from, or participates in promotions of advertisers or sponsors other than AZZULE through the Membership Website, any such activity, and any terms, conditions, warranties or representations associated with such activity, is governed solely by the terms between Member and the applicable third party. AZZULE shall have no liability or obligation for, and does not endorse or accept any responsibility for, the contents or use of third party web sites or any transactions completed with third parties. AZZULE may provide such links only as a convenience, and the inclusion of any link does not imply endorsement by AZZULE of the linked web site, notwithstanding the inclusion on such site of the trademarks of AZZULE or its Third Party Providers.
  
6. **Member Support Services.** For the Subscription Term AZZULE shall provide assistance to Member by telephone or e-mail during normal business hours (8AM to 5 PM Pacific Time), in connection with any problem or advise that may arise out of using the Membership Website, Materials or Services supplied by AZZULE. Defects encountered by Member and confirmed by AZZULE, will be corrected at no additional charge. This provision does not provide for the addition of new functionality to the Membership Website, which may be considered desirable by the Member, or for improvement, as opposed to a correction on the Membership Website. AZZULE shall review all requests for

improvements and new functionality, but AZZULE shall have no obligation to provide any modifications to the Membership Website.

7. Representations & Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement. AZZULE warrants that (a) it will provide the Membership Website and all Services in a manner consistent with generally accepted industry standards, and (b) the Membership Website will perform substantially in accordance with its online documentation under normal use.
  
8. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8 ABOVE, AZZULE AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE MEMBERSHIP WEBSITE SERVICE, THE MATERIALS, AND THE SERVICES INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF SERVICE. AZZULE AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE MEMBERSHIP WEBSITE, THE MATERIALS, OR THE SERVICES OR THE RESULTS MEMBER MAY OBTAIN BY USING THE MEMBERSHIP WEBSITE, THE MATERIALS, OR THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AZZULE AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE MEMBERSHIP WEBSITE OR MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (B) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL MEMBER PURCHASES OR OBTAINS THROUGH THE MEMBERSHIP WEBSITE WILL MEET MEMBER'S REQUIREMENTS; OR (C) THE MEMBERSHIP WEBSITE, MATERIALS, OR THE SYSTEMS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MEMBER ACKNOWLEDGES THAT NEITHER AZZULE NOR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE MEMBERSHIP WEBSITE AND MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AZZULE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY AZZULE, THE MEMBERSHIP WEBSITE, THE SERVICES, AND THE MATERIALS ARE PROVIDED TO MEMBER ON AN "AS IS" BASIS.
  
9. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR THE THIRD PARTY PROVIDERS EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM MEMBER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY OR THE THIRD PARTY PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE MEMBERSHIP WEBSITE, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR THE THIRD PARTY PROVIDER HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 10 SHALL NOT APPLY IN THE EVENT OF MEMBER'S BREACH OF SECTION 1, TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 11 BELOW, OR IN THE EVENT OF EITHER PARTY'S BREACH OF SECTION 12 BELOW. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO MEMBER.

10. Indemnities. Member shall defend and indemnify AZZULE and its Third Party Providers against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against AZZULE or its Third Party Providers by a court of competent jurisdiction arising out of or in connection with a claim by a third party (i) alleging that the Member Data or the Member Trademarks, or any use thereof, infringes the rights of, or has caused harm to, a third party, or (ii) arising out of Member's breach of Section 12. AZZULE shall defend and indemnify Member, and all of its affiliates and subsidiaries worldwide against any and all claims, demands, and assertions and any resulting costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against Member by a court of competent jurisdiction arising out of or in connection with a claim by a third party alleging that the Membership Website, the Services, or the Materials infringe a patent, copyright, or trademark or misappropriate a trade secret of a third party. AZZULE shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Membership Website, the Services, or the Materials other than in accordance with this Agreement; (b) the combination of the Membership Website, the Services, or the Materials with any other products, services, or materials; or (c) any third party products, services, or materials. If the Membership Website, the Services, or the Materials are held to infringe or may be infringing, AZZULE shall have the option, at its expense, to (a) replace or modify the Membership Website, the Services, or the Materials to be non-infringing, (b) obtain a license for Member to continue using the Membership Website, the Services, or the Materials, or (c) terminate the Membership Website, the Services, the license to the Materials, or this Agreement and refund any prepaid unused fees applicable to the terminated license or Service. This Section 10 states AZZULE's entire liability and Member's exclusive remedy for any claim of infringement. The foregoing indemnities are conditioned on the indemnified party (i) promptly giving written notice of the claim to the indemnifying party; (ii) giving the indemnifying party sole control of the defense and related settlement negotiations; (iii) providing to the indemnifying party, at such party's request and expense, all reasonable information and assistance necessary to perform its obligations under this paragraph.
11. Confidential Information. Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party without use of or reference to the other party's Confidential Information. The parties agree to use all reasonable care to prevent disclosure of the other party's Confidential Information to any third party. Notwithstanding the foregoing, Member acknowledges and agrees that AZZULE may disclose Member's Confidential Information to its Third Party Providers solely to the extent necessary to provide the Membership Website or Services under this Agreement, provided that AZZULE has a non-disclosure agreement in place with such Third Party Provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement. This Section 11 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.
12. Member's Responsibilities. Member will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of the Membership Website,

including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which AZZULE controls and operates the Membership Website. Member will ensure that any use of the Membership Website by Member's Users is in accordance with the terms of this Agreement.

13. Notices. AZZULE may give notice by means of a Member Notification on the Membership Website; electronic mail to Member's e-mail address on record in AZZULE's account information, or by written communication sent by first class mail or pre-paid post to Member's address on the Membership Website. Member may give notice to AZZULE at any time by letter delivered first class mail to AZZULE at 3030 INDUSTRIAL PKWY, SANTA MARIA, CA, 93455 . All notices shall be deemed to have been given five days after mailing.
  
14. General provisions. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules or any other jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Membership Website shall be subject to the exclusive jurisdiction of the state and federal courts located in California. This Agreement, together with any applicable Registration Form, represents the parties' entire understanding relating to the use of the Membership Website and supersedes any prior or contemporaneous, conflicting or additional, communications. AZZULE reserves the right to change the terms and conditions of this Agreement or its policies relating to the Membership Website at any time, and such changes will be effective upon notice to Member. Member's continued use of the Membership Website after any such changes shall constitute Member's consent to such changes. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between AZZULE and Member as a result of this Agreement or use of the Membership Website. Member may not assign this Agreement without the prior written approval of AZZULE. Any purported assignment in violation of this section shall be void. AZZULE reserves the right to use Third Party Providers in the provision of the Membership Website, Materials, or Services hereunder. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any rights not expressly granted herein are reserved by AZZULE.
  
15. Refund Policy. All sales for transactions through the AZZULE website are final once the order is placed, and because of the nature of the services provided, refunds are not issued after the transaction is made. We acknowledge that exceptional circumstance can occur when related to the services we provide, and will honor refunds in circumstances where the user's order cannot be accessed and/or delivered due to technical issues with AZZULE'S system, or AZZULE is otherwise unable to deliver the ordered product or service.