

TERMS OF USE

This Website is operated by Correlation One, Inc. ("us/we/our"). "Website" means the website located at www.correlation-one.com, any subsequent URL which may replace it, and all associated websites, URLs and micro sites. "You/your" means you as a user of the Website. "User" means all users of this Website. We offer this Website, including all information and services available from this Website, to you conditioned upon your acceptance of all the terms, conditions, policies and notices stated herein. YOUR CONTINUED USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE.

By accessing this Website, you agree to be bound by the Terms of Use set forth herein. If there is anything you do not understand, please email any inquiry to info@correlationone.com. If at any time you do not agree to these Terms of Use, please do not use this Website.

YOU SHALL NOT USE THE WEBSITE FOR ANY ILLEGAL PURPOSES, AND YOU WILL USE IT IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU SHALL NOT USE THE WEBSITE IN A WAY THAT MAY CAUSE THE WEBSITE TO BE INTERRUPTED, DAMAGED, RENDERED LESS EFFICIENT OR SUCH THAT THE EFFECTIVENESS OR FUNCTIONALITY OF THE WEBSITE IS IN ANY WAY IMPAIRED. YOU AGREE NOT TO ATTEMPT ANY UNAUTHORIZED ACCESS TO ANY PART OR COMPONENT OF THE WEBSITE.

1. Your Use of the Website

1.1 This Website is designed to provide you with information about us, our services, and information that we believe may be of interest to you.

1.2 You acknowledge and agree that the trademarks, copyrights and any and all other intellectual property rights in all material or content contained within this Website shall remain at all times vested in us or, in the cases where we are using such material or content under authority from a third party, in the owner of such material or content.

1.3 We grant you the limited right to access and make use of the Website as our User. However, you shall not: (a) reproduce, duplicate, copy, sell or otherwise exploit the Website or any image, page layout, page design, trade dress, trademark, logo or other content ("Site Content") for any commercial purpose; (b) use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Site Content; (c) use any meta tags, search terms, key terms, or the like that contain the Website's name or our Marks; (d) engage in any activity that interferes with the Website or another user's ability to use the Website; (e) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Website and the goods or services offered on the Website; or (f) assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.

1.4 You shall not use, copy, distribute, or exploit any of the Site Content in any manner without our prior written permission.

1.5 All Site Content and all materials and content contained within the Website, including but not limited to the text, graphics, logos, button icons, images, audio clips, video clips, articles, posts and data compilations appearing on the Website, are owned by us, or used by us under authorization, and are protected by U.S. and foreign trademark and copyright laws. No portion of the materials or content on these pages may be reprinted or republished in any form without our express written permission

2. Errors and Inaccuracies

2.1 We strive to provide complete, accurate, up-to-date information on the Website. Unfortunately, despite those efforts, human or technological errors may occur. The Website may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or

current. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information at any time without prior notice.

2.2 If you notice any error or inaccuracy that you would like to bring to our attention, please email us at info@correlationone.com.

3. Changes to Website or These Terms of Use

3.1 Other than as may be required by law, we reserve the right to modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you, and you confirm that we shall not be liable to you or any third party for any modification to withdraw or withdrawal of the Website or any portion of it.

3.2 We may alter these Terms of Use from time to time, and your use of the Website (or any part of the Website) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. **If you do not agree to any change to the Terms of Use, then you must immediately stop using the Website.**

3.3 The Website is subject to constant change. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

4. External Sites and Resources

4.1 We may provide links to other websites, owned by third parties, that we believe may be of interest to you. We are not responsible for the availability of any websites owned or controlled by third parties. We do not necessarily endorse the other websites and/or the goods or services offered or described on the website, and we do not necessarily agree with the content or opinions expressed on the other websites.

4.2 We are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of any third party websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such third-party external sites or resources.

5. Infringement Notice

5.1 We respect the intellectual property rights of others and require that our users do the same. If you believe your work has been copied in a manner that constitutes copyright infringement, or you believe your rights are otherwise infringed or violated by anything on the Website, please notify us by sending an email to the following address: info@correlationone.com.

5.2 In order for us to more effectively assist you, the notification must include all of the following:

- a. A physical or electronic signature of the owner of the right claimed to be infringed or the person authorized to act on the owner's behalf;
- b. A description of the copyrighted work or other right you claim has been infringed or violated;
- c. Information reasonably sufficient to locate the material in question on the Website;

d. Your name, address, telephone number, e-mail address and all other information reasonably sufficient to permit us to contact you;

e. A statement by you that you have a good faith belief that the disputed use is not authorized by the rightful owner, its agent or the law; and

f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the right claimed to be infringed or violated or are authorized to act on behalf of the owner.

6. Disclaimers

6.1 WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO THE ACCURACY OF ANY INFORMATION ON THE WEBSITE. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

6.2 WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR ARE FULLY FUNCTIONAL, ACCURATE, OR RELIABLE.

6.3 AS SET FORTH IN THE WEBSITE PRIVACY POLICY, YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE, AND THEREFORE SHALL NOT BE IN ANY WAY RESPONSIBLE FOR, THE SECURITY OR PRIVACY OF THE WEBSITE AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE WEBSITE BY YOU.

7. Limitations on Liability

WE WILL NOT BE LIABLE FOR ANY ECONOMIC LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS) OR ANY LOSS OF GOODWILL OR REPUTATION, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY SPECIAL OR INDIRECT OR CONSEQUENTIAL LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE; IN ANY CASE WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF US AT THE DATE ON WHICH THE EVENT GIVING RISE TO THE LOSS OCCURRED.

8. Indemnification

YOU AGREE TO BE FULLY RESPONSIBLE FOR (AND FULLY INDEMNIFY US AGAINST) ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, SUFFERED BY US AND ARISING OUT OF YOUR USE OF THE WEBSITE, OR THE USE BY ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR COMPUTER OR INTERNET ACCESS ACCOUNT.

9. Investigations of Violations of These Terms

We may investigate any reported violation of these Terms of Use and take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, removing posted

content and/or reporting any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

10. Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to know that they may file grievances and complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or by email at dca@dca.ca.gov.

11. Resolution Of Claims or Disputes.

11.1 We hope you will be happy with us, our Website, and our services, and most of your concerns can be resolved quickly and to your satisfaction by e-mailing us at info@correlationone.com. If, however, there is an issue that needs to be resolved, this Agreement describes how both of us will proceed. Any claim or dispute between you and us (or any of our affiliates) arising out of or relating in any way to the products we sell or this Agreement shall be resolved through final, binding arbitration. This obligation applies regardless of whether the claim or dispute involves a tort, fraud, breach of contract, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory. Included are all claims arising out of or relating to any aspect of our relationship; claims that may arise after the termination of this Agreement; and claims related to direct marketing efforts, including but not limited to, complaints concerning unsolicited text messages, emails, and telemarketing calls.

11.2 **We each agree that each of us may bring claims against the other only in an individual capacity and not in a class action or representative proceeding.** All arbitrations under this Agreement shall be conducted on an individual (and not a class-wide) basis, and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that this Agreement specifically prohibits you from commencing arbitration proceedings as a representative of others or joining in any arbitration proceedings brought by any other person.

11.3 A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the claim or dispute and setting forth the specific relief sought. All Notices to us shall be sent to the following address: Correlation One, 175 Varick Street, NY, NY 10014. Upon receipt of such Notice, the other party shall have a thirty-day period in which it may satisfy the claim against it by fully curing the dispute and/or providing all the relief requested in the Notice. After the expiration of such thirty-day cure period, you or we may commence an arbitration proceeding. The arbitration of any claim or dispute under this Agreement shall be conducted pursuant to the American Arbitration Association's ("AAA") United States Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. These rules and procedures are available by calling the AAA or by visiting its web site at www.adr.org. The arbitration of any claim or dispute under this Agreement shall be conducted in the State of California or in the location in which you received this Agreement or in your home state. For any non-frivolous claim that does not exceed \$25,000, we will pay all costs of the arbitration and will agree to conduct the arbitration through the AAA offices in your home state. For any claim under \$10,000, we further agree that any hearings may be held by telephone and that we will not seek attorney's fees in the event we prevail. You acknowledge and agree that each party shall pay the fees and costs of its own counsel, experts and witnesses in any arbitration proceeding.

12. Miscellaneous

12.1 If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Use.

12.2 These Terms of Use and our Privacy Policy, and any other terms or agreements that may be posted on the Website (as may be amended from time to time) ("Website Agreements") contain the

entire agreement between you and us relating to the Website and your use of the Website and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information shall alter the interpretation of these Website Agreements. You confirm that, in agreeing to accept these Website Agreements, you have not relied on any representation except insofar as the same has expressly been made a representation in these Website Agreements, and you agree that you shall have no remedy in respect of any representation which has not become a term of these Website Agreements. These Website Agreements will be exclusively governed by and construed in accordance with the laws of the State of New York and the courts located in the City and County of New York will have exclusive jurisdiction in any dispute, except that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

14. Contact Information

You may send us notices or communicate with us by email to info@correlationone.com. If you send us an email that asks for a response, and you do not receive a response within ten (10) business days, please send us another email as we may not have received your previous email. When you send e-mail to us, you are communicating with us electronically, and you agree that we may communicate with you electronically. You acknowledge that that communications by email are not considered confidential communications. Therefore, please do not send us any confidential information by email

DATE LAST MODIFIED August 31, 2015