



## iManifold Platform Terms and Conditions of Use

Date Last Revised: **July 15, 2019**

This Agreement sets forth the terms and conditions that apply to your access and use of the iManifold Platform, including hardware such as 900M, 900C, iManifold Pulse, and software such as iManifold Pro+ and other subscription based or data products (hereinafter the "Service"). By using the Service, you agree to be bound by the terms and conditions of this Agreement and North Park Innovations Group, Inc.'s, Privacy Policy, which may be amended from time to time in the future (see "Modifications" below).

### **1. Accepting the Terms**

By utilizing the Service, you agree to be bound by this Agreement. The term "you" or "User" refers to any user of or subscriber to the Service. The term "We" or "Company" refers to North Park Innovations Group, Inc. If you wish to make use of the Service, you must read this Agreement and indicate your acceptance during the Service registration process.

If you accept this Agreement, you represent that you have the capacity to be bound by it, or if you are acting on behalf of a company or entity, that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

### **2. Privacy and your Personal Information**

For information about the Company's data protection practices, please read the Privacy Policy, which is hereby incorporated into this Agreement. The Privacy Policy explains how we treat your personal information, and the personal information of your clients, when you access and use the Service. The policy may be updated from time to time at our discretion. Changes will be effective upon posting to the Company's website ([www.iManifold.com](http://www.iManifold.com)).

### **3. Description of the Service**

The Service is a subscription-based service with corresponding hardware and/or software that, amongst other things, allows users to monitor, submit and store their own and/or their customer's data for up to 3 months' period. Use of the Service may include registration for various separate electronic devices, usage of the iManifold mobile applications, and access to the iManifold Pro+ and other subscription services. Examples include all offerings on our [www.iManifold.com](http://www.iManifold.com) web site.

### **4. Fees, Payments & Refunds**

The list prices of the various components of the Service can be found on our Website. Should you choose to cancel the Service, it will not be renewed after your paid period. No refunds will be issued or credited for any portion of the paid period.

### **5. Your Membership Information**

You agree and understand that you are responsible for maintaining the confidentiality of your account information, which will be provided to you upon the purchase of a subscription. Your account information will include a login ID and password, which together with your contact details form your "Registration Information." By providing us with your e-mail address, you agree to receive all required notices electronically, to the e-mail address provided. It is your responsibility to update or change that address, as appropriate. If you become aware of any unauthorized use of your Registration Information, you agree to notify the Company immediately by calling our customer service line at (716) 699-2031.

### **6. Your Use of the Service**



Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Service for its intended and lawful purpose. However, if you are employed by an entity, and the administrator for the Service authorizes and approves the transfer of The Service to another employee of that same entity, this is permitted.

Your access to and usage of the Service, and to the data provided by The Service, may be interrupted from time to time for any of several reasons without limitation, including, force majeure events, third party service interruption, the malfunction of equipment, power or connectivity outages, periodic updating, maintenance or repair of servers or other actions that the Company or its providers, in their sole discretion, may elect to take.

You agree that we may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant North Park Innovations Group, Inc., a perpetual, worldwide, fully transferable, sub-licensable, irrevocable, royalty free license to use the feedback you provide to us in any lawful way.

### **7. Use with Your Mobile Device**

Use of the Service shall be available through the iManifold applications, accessible on any compatible mobile device with internet capabilities. You agree that you are solely responsible for any applicable charges and fees which may be incurred through your internet or telecommunications provider. We MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF WIRELESS INTERNET CONNECTION FROM YOUR PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES; AND/OR (iv) ANY FAILURE TO TRANSMIT DATA, FAILURE OF COMMUNICATIONS, OR FAILURE TO TRANSMIT COMMUNICATIONS OR SETTINGS DUE TO INTERRUPTIONS IN INTERNET CONNECTION WHICH ARE THE RESULT OF THE ACTION OR INACTION BY THE COMPANY OR ANY THIRD PARTY.

### **8. Rights You Grant to Us**

By submitting information to the Company, through your usage of the Service, you are licensing that content to North Park Innovations Group, Inc., for the purpose of providing the Service. The Company may perpetually use and store the content for the purposes of providing the Service to you along with data aggregation for research and development and other business purposes which may be shared with various third parties for further data analysis, product improvement, market studies, etc. By submitting any data and information to North Park Innovations Group, Inc., through usage of the Service, you represent that you are authorized to collect and submit the same.

### **9. Intellectual Property Rights**

The name and contents of the Service are protected under applicable copyright and trademark laws of the United States. Your subscription to the Service grants you the right to view and use the applications and software included with your subscription. Any unauthorized use of the information, materials, data, images, or graphics (the "Contents") found within the applications or software included with the Service may violate copyright, trademark and other laws and intellectual property rights of North Park Innovations Group, Inc., or third parties. Unauthorized use may give rise to a claim for damages and/or be a criminal offense. You may not modify, copy, republish, upload, post, decompile, or transmit in any way, without the prior written consent of North Park Innovations Group, Inc, any of the Contents found within the applications or software included with your subscription to the Service. The features of the Service must be used for lawful purposes only.

### **10. Disclaimer of Representations and Warranties**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY,



FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS UTILIZED AT YOUR OWN RISK.

NO ADVICE OR INFORMATION, WHETHER ORAL, ELECTRONIC OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH NORTH PARK INNOVATIONS GROUP, INC. WILL CREATE ANY WARRANTY, EXCEPT FOR THOSE WARRANTIES PROVIDED TO YOU IN WRITING BY THE COMPANY.

WITHOUT LIMITING THE FOREGOING, NORTH PARK INNOVATIONS GROUP, INC., DOES NOT WARRANT THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT THE SERVICE WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE APPLICATIONS AND/OR SOFTWARE INCLUDED WITH THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

#### **11. Notification Disclaimer**

You understand and agree that any notifications provided to you through the Service may be delayed or prevented by a variety of factors. The Company will do its best to provide notifications in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert.

#### **12. Limitations on North Park Innovations Group, Inc.'s Liability**

NORTH PARK INNOVATIONS GROUP, INC. SHALL NOT BE LIABLE FOR ANY LOST PROFITS, ANY LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USAGE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL NORTH PARK INNOVATIONS GROUP, INC. BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM TAMPERING, HACKING OR SIMILAR UNAUTHORIZED ACCESS OF THE HARDWARE AND/OR SERVICE AND THE INFORMATION ACCESSIBLE THEREFROM.

NORTH PARK INNOVATIONS GROUP, INC. ASSUMES NO LIABILITY OR RESPONSIBILITY FOR: (A) ANY EXPENSE, INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (B) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVERS USED IN CONNECTION WITH THE SERVICES AND/OR ANY AND ALL PERSONAL AND OTHER INFORMATION STORED THEREIN; (C) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; OR (D) ANY SOFTWARE VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE.

#### **13. Your Indemnification of North Park Innovations Group, Inc.**

You shall defend, indemnify and hold harmless North Park Innovations Group, Inc., along with its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

#### **14. Ending your relationship with North Park Innovations Group, Inc.**

This Agreement will continue to apply for so long as you remain a paying subscriber to the Service. Failure to make payment when due will result in the termination of your access to the Service, and the applications and software included therein.

Please call North Park Innovations Group, Inc.'s Customer Service at: (716) 699-2031 to terminate your subscription and discontinue automatic payments (if applicable).

At the conclusion of your paid subscription your account will be closed and your ability to log in to the Service shall be deactivated immediately, and you will no longer have access to your data from the Service.

North Park Innovations Group, Inc., may at any time, terminate its legal agreement and Service with you:



1. if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
2. if North Park Innovations Group, Inc., in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or
3. for any reason, immediately upon notice, to the e-mail address provided by you as part of your Registration Information, in which situation any unused portion of the pre-paid service will be refunded pro-rata.

## **15. Modifications**

North Park Innovations Group, Inc. may modify this Agreement from time to time. Any and all changes to this Agreement shall be posted on our Website. The web version of the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

## **16. Governing Law and Forum for Disputes**

This Agreement, and your relationship with North Park Innovations Group, Inc. under this Agreement, shall be governed by the laws of the State of New York without regard to its conflict or choice of law provisions. Any dispute with the Company, or its officers, directors, employees, agents or affiliates, arising under or in relation to this Agreement shall be resolved exclusively through the appropriate Federal or State court within the counties of either Erie or Cattaraugus, State of New York.

This Agreement does not limit any rights that we may have under copyright, trademark or patent laws.

You also acknowledge and understand that, with respect to any dispute between you and North Park Innovations Group, Inc., its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

## **17. ENTIRE AGREEMENT**

These terms and conditions and all policies and procedures that are incorporated herein by reference constitute the entire agreement between you and North Park Innovations Group, Inc. with respect to your subscription to and usage of the Service. If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if North Park Innovations Group, Inc. does not exercise or enforce any legal right or remedy which would be derived from this Agreement such inaction will not be taken to serve as a waiver of any rights and remedies which may be available. All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and any termination of this Agreement.

This Agreement represents the entire understanding and agreement between you and North Park Innovations Group, Inc., regarding your subscription and usage of the Service. By clicking "I AGREE" you are acknowledging that you have read the foregoing and understand the rights and obligations set forth herein.