

Terms of Service Agreement Contract

This contract is between REPSE and the company {{{"form":{"scope": "process", "name": "application", "attribute": "primary_details.company_name" } } }} for the private securities offering {{offering name}}

REPSE User Agreement (this 'Agreement')

This Agreement sets forth the terms and conditions that apply to your access and use of the website located at www.repse.com ('REPSE'). REPSE is owned and operated by REPSE, Inc, a Delaware corporation. Use of REPSE constitutes your agreement to be bound by the terms and conditions contained in this Agreement and REPSE's Privacy Policy, as amended from time to time.

1. ACCEPTANCE

All use of REPSE, as well as information, content, tools, features and functionality located on REPSE (collectively, the 'Service'), constitutes your agreement to be bound by this Agreement.

You represent and warrant that you are of legal age to use the Service. You may not accept this Agreement if you are not of a legal age to form a binding contract with REPSE. By accepting 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. You may print or save a copy of this Agreement for your records.

2. PRIVACY

For information about REPSE's data protection practices, please read REPSE's Privacy Policy, which is incorporated into this Agreement. The Privacy Policy explains how REPSE treats your personal information and protects your privacy when you access REPSE and use the Service. The Privacy Policy may be updated from time to time at the discretion of REPSE. Changes are effective upon posting to REPSE, or as otherwise specified upon posting.

3. INFORMATION FROM THIRD PARTIES

REPSE works with third-party providers of information in connection with the Service. REPSE does not endorse or guarantee any such third-party information for any purpose, including but not limited to accuracy, legality, non-infringement or fitness for any particular purpose. REPSE is not responsible for any third-party products and services or third-party websites accessed through REPSE.

4. OFFERS AND THIRD-PARTY LINKS

Some parts of the Service may be supported by sponsored links from advertisers and display offers that may be custom matched to you based on information stored in the Service, queries made through the Service or other information.

In connection with any such offers, the Service may provide links to other websites belonging to REPSE advertisers and other third parties. REPSE does not endorse, warrant or guarantee the products or services available through any such offers (or any other third-party products or services advertised on or linked from its site), and REPSE is not an agent or broker or otherwise responsible for the activities or policies of those websites.

5. YOUR REGISTRATION INFORMATION

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your Login ID e-mail address, allows you to access the Service. Your Login ID and password, together with any mobile number or other contact information you provide form your 'Registration Information.'

By providing REPSE 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. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on its site, accessible through any standard, commercially available internet browser.

If you become aware of any unauthorized use of your Registration Information, you agree to notify REPSE immediately.

6. YOUR USE OF THE SERVICE

Your right to access and use REPSE and 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 REPSE for lawful purposes.

In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you may be affected.

Your access and use of REPSE may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of REPSE or other actions that REPSE, in its sole discretion, may elect to take. REPSE cannot always foresee or anticipate technical or other difficulties that may result in failure to obtain data or loss of data, personalization settings or other service interruptions. REPSE cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings.

7. ONLINE AND MOBILE ALERTS

REPSE may from time to time provide automatic alerts and voluntary account-related alerts.

Automatic alerts may be sent to you following certain changes made online to your REPSE account, such as a change in your Registration Information. You do not need to activate these alerts. Although you may have the option to turn off some of these automatic alerts, REPSE recommends that you leave them on, since they may be security-related.

Voluntary account alerts may be turned on by default as part of the Service. REPSE may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert may have different options available, and you may be asked to select from among these options upon activation of your alerts service.

Any such electronic alerts will be sent to the e-mail address you have provided as your primary e-mail address for REPSE. If your e-mail address changes, you are responsible for informing REPSE of that change. Changes to your e-mail address will apply to all of your alerts.

Alerts may include your REPSE Login ID and some information about your accounts. Anyone with

access to your e-mail will be able to view the content of these alerts. You may disable future alerts at any time.

8. ALERT DISCLAIMER

You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. REPSE does its best to provide alerts in a timely manner with accurate information. REPSE does not guarantee the delivery or the accuracy of the content of any alert. You explicitly agree that REPSE shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

9. RIGHTS YOU GRANT TO US

As the owner of any information, data, passwords, usernames, PINs, other log-in information, materials or other content (collectively, 'Accounts Content') you provide to REPSE through the Service, you are licensing, free of any charge, the Accounts Content to REPSE solely for the purpose of providing the Service. REPSE may use such Accounts Content, but only to provide the Service to you. By submitting Accounts Content, you represent that you are entitled to submit it to REPSE for use for this purpose, without any obligation by REPSE to pay any fees or other limitations.

You hereby authorize and permit REPSE to use information submitted by you to the Service (such as account passwords and users names) to configure the Service so that it is compatible with the third party sites.

10. REPSE'S INTELLECTUAL PROPERTY RIGHTS

REPSE's 'look and feel' (for example, the text, graphics, images, logos and button icons appearing on the website), photographs, editorial content, notices, software (including html-based computer programs) and other materials are protected under United States and other applicable copyright, trademark and other laws. The contents of REPSE belong or are licensed to REPSE or its software or content suppliers. REPSE grants you the right to view and use REPSE subject to these terms. You may download or print a copy of information provided on REPSE for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from REPSE, in whole or in part, for any other purpose is expressly prohibited without REPSE's prior written consent.

11. ACCESS AND INTERFERENCE

You agree that you will not:

Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor REPSE or any portion of REPSE, without REPSE's express written consent, which may be withheld at REPSE's sole discretion.

Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search REPSE, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer).

Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of REPSE or the Service.

Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or

in any way making up a part of REPSE or the Service.

12. RULES FOR POSTING TO COMPANY BULLETIN BOARDS OR ELSEWHERE ON THE SERVICE

As part of the Service, REPSE may allow Members to post content on company bulletin boards or at various other publicly available locations on REPSE.

You are solely responsible for all content you submit to REPSE.

By submitting content to REPSE, you represent that you have all necessary rights and hereby grant REPSE a perpetual, worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with REPSE and its business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your posted content through REPSE, and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of REPSE and under this Agreement.

You may not post or transmit any message which is libellous or defamatory, or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate.

You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion. You may not interfere with other users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of REPSE, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.

You may not post or transmit charity requests; petitions for signatures; franchises, distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements); club memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or services except in areas explicitly designated for such purpose.

You agree that any employment or other relationship you form or attempt to form with an employer, employee, or contractor whom you contact through areas of REPSE that may be designated for that purpose is between you and that employer, employee, or contractor alone, and not with REPSE.

You may not copy or use personal identifying or business contact information about other users without their permission. Unsolicited e-mails, mailings, telephone calls, or other communications to individuals or companies whose contact details you obtain through the Service are prohibited.

13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH REPSE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. REPSE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF REPSE OR OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

REPSE MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR

IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON REPSE OR OF THE SERVICE, WHETHER SUCH CONTENT IS PROVIDED BY REPSE OR BY A USER OF THE SERVICE, AND REPSE EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. REPSE MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

14. NOT A REGISTERED EXCHANGE, FINANCIAL PLANNER, INVESTMENT ADVISER OR TAX ADVISOR

NEITHER REPSE NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX, INVESTMENT OR FINANCIAL ADVICE.

REPSE is not

a registered exchange under the Securities Exchange Act of 1934,
a registered investment adviser under the Investment Advisers Act of 1940, or
a financial or tax planner, and does not offer legal advice to any user of the service.

Your personal financial situation is unique, and any use of the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any transaction, REPSE strongly suggests that you obtain additional information and advice from your legal or financial advisers who are fully aware of our individual circumstances.

15. LIMITATIONS ON REPSE'S LIABILITY

REPSE SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO REPSE, YOUR USE OF THE SERVICE OR THIS AGREEMENT, EVEN IF REPSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, REPSE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS) OR THE AMOUNT OF FEES YOU HAVE ACTUALLY PAID TO REPSE WITHIN THE PAST ONE-YEAR, IF ANY, WHICHEVER AMOUNT IS GREATER.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE REPSE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE ACCRUES. OTHERWISE, ANY SUCH CAUSE IS PERMANENTLY BARRED.

16. YOUR INDEMNIFICATION OF REPSE

You shall defend, indemnify and hold harmless REPSE and its affiliates, officers, directors, shareholders, employees, agents, consultants and advisers, from and against all claims and expenses, including but not limited to attorneys fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

17. TERMINATION

This Agreement will continue to apply until terminated by either you or REPSE.

You may terminate your legal agreement with REPSE by closing your REPSE account.

REPSE may at any time, in its sole discretion, terminate its legal agreement with you immediately upon notice to the e-mail address provided by you as part of your Registration Information.

18. MODIFICATIONS OF THIS AGREEMENT

REPSE may modify this Agreement from time to time. You will be notified of any and all changes to this Agreement through a prominent notice on REPSE. The Agreement will 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 visit REPSE or use the Service after such changes are made.

19. GOVERNING LAW AND VENUE FOR DISPUTES

This Agreement, and your relationship with REPSE under this Agreement, is governed by the laws of the State of Delaware without regard to its conflict or choice of laws provisions. Any dispute with REPSE, or its affiliates, officers, directors, shareholders, employees, agents, consultants and advisers, arising under or in relation to this Agreement shall be resolved exclusively within the state of Delaware, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case REPSE may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, REPSE is able to offer the Service at the terms designated, without charge to you, and that your assent to this provision is an integral part of REPSE's willingness to enter into this Agreement.

You also acknowledge and understand that, with respect to any dispute with REPSE, its affiliates, officers, directors, shareholders, employees, agents, consultants and advisers, 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, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

20. MISCELLANEOUS

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 REPSE does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which REPSE has the benefit of under any applicable law), such failure to exercise such right or remedy may not be construed as a waiver of any other rights and remedies of REPSE.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement (including the Privacy Policy incorporated by reference to this Agreement), along with any "Member Agreement" entered into by you, represents the entire understanding and agreement between you and REPSE regarding the subject matter of the same, and supersedes all other

previous agreements.