

IgniteCX

Terms of Service

Welcome to the IgniteCX System!

*We are glad you're here. Thank you for your participation
in our program and for using our services.*

IgniteCX IS A WEB BASED SOFTWARE PLATFORM DESIGNED PRIMARILY TO STREAMLINE THE BUYING AND SELLING PROCESS SPECIFICALLY IN THE EDUCATIONAL AND NON-PROFIT MARKET FOR VARIOUS TEAMS, STUDENT GROUPS, CLUBS, ORGANIZATIONS, FUNDS, AND/OR CAUSES BY CREATING PRIVATE ONLINE MARKETPLACES WHERE PARTIES CAN TRANSACT BUSINESS IN A SEAMLESS MANNER OVER THE INTERNET. TRANSACTING BUSINESS MAY INCLUDE PROVIDING A PLATFORM FOR CERTAIN SERVICES SUCH AS THE COLLECTION OF FEES, DUES, AND DONATIONS. **IgniteCX** IS OWNED BY COREXPAND, LLC. THESE *TERMS OF SERVICE*, TOGETHER WITH COREXPAND'S PRIVACY POLICY PROVIDED TO YOU ON THIS WEBSITE (collectively, sometimes referred to as the "TERMS of SERVICE" or the "AGREEMENT"), GOVERN YOUR CONTINUING USE OF THE SITE AND/OR SERVICES.

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1. Definitions

"Account ID" means the selection of a unique name and password upon sign up that will be used for your account to log on to the Site. The Primary System Administrator, all System Administrators, all Campaign Managers, and all Campaign Users will be required to create Account ID's.

"Additional CoreXpand Services" means any additional services, features, products, applications, or promotions provided by CoreXpand or made available to you through the Site and/or Services.

"Approval Process" means the internal process of approving any Campaign, including without limitation, (i) the customizable and non-customizable Products for sale, (ii) the artwork and placement thereof, (iii) the content, images, and videos to be published in the Campaign, and (iv) the designation of the Campaign Funds Manager and the Campaign Funds Recipient.

"Campaign" means a fundraising or other campaign, which may include a pop-up store, specifically authorized by a System Administrator, a Campaign Manager, or a Campaign User.

"Campaign Contact" is the designated person who will be responsible for responding to all questions and support related issues for the Campaign. This person will receive all emails sent under these TERMS OF SERVICE to the email address of the Help Desk listed on the Campaign Page.

"Campaign End Date" means the projected end date of a Campaign as established on the Site before which all Product orders must be placed and all donations made relating to such Campaign.

"Campaign Funds Manager" means the designated person during the establishment of a Campaign to be the contact person for communications that involve the payment of

Raised Funds connected to such Campaign.

"Campaign Manager" means an individual who has been granted access by a System Administrator to the Site and Services to manage a Campaign and who has been given certain levels of authority in accessing and using the Site and/or Services.

"Campaign Funds Recipient" means one of the various teams, student groups, clubs, organizations, funds, and/or causes designated in a Campaign to be the recipient of the Raised Funds.

"Campaign Page" means the main website of the Campaign established by a System Administrator or a Campaign Manager.

"Campaign User" means an individual who has been granted access by a System Administrator or by a Campaign Manager or has self-registered on the organization home page registration portal of the Master Account. Typically, a Campaign User will have a lower level of access than a Campaign Manager.

"Communications" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with your use of the Site and/or Services.

"Content" means all information that may be generated or encountered through your use of the Site and/or Services, including, without limitation, data, data files, written text, software, images, photographs, graphics, videos, or other materials. Content may be owned and/or controlled by CoreXpand or it may be owned, submitted, uploaded, posted, displayed, or otherwise made available from (i) the Subscriber and its representatives, including a System Administrator, a Campaign Manager, and a Campaign User, or (ii) a Supporter acting as a Customer or a Donor.

"CoreXpand" means CoreXpand, LLC, a Georgia limited liability company, the sole owner of the **IgniteCX** platform, located at One Meca Way, Norcross, GA 30093.

"Customer" means a Supporter who has purchased or paid for Product on the Site in support of a Campaign.

"Designer Tools" means the software or tools that we may designate within the Site, including, without limitation, for the following purposes: (i) for the creation and management of a customized Campaign Page, (ii) for customizing Product with pre-approved logos, clip-art or even self-created art uploaded by a System Administrator, a Campaign Manager, or a Campaign User, (iii) for publishing the Campaign to go live, or (iv) for sharing the URL with as many people as possible (including friends, students, alumnae, the general community, etc.) to promote the Campaign in order to achieve its

fundraising objective.

"Donor" means a Supporter who has made a donation to a Campaign through the Site.

"IgniteCX" means a web based software platform described in the opening paragraph of these TERMS OF SERVICE.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and any other harmful or malicious code, files, scripts, agents or programs which may undermine or compromise the Site and/or Services.

"Marks" means the names, logos, distinctive features, source identifiers and other materials displayed in Our Technology, including its "look and feel," which constitute proprietary trademarks, trade names, service marks, trade dress or logos of ours or other entities.

"Master Account" is the master account of the Subscriber that is created when the Primary System Administrator accepted these TERMS OF SERVICE and completed the **IgniteCX** sign up process.

"Our Technology" means our Content, the Designer Tools, the Site, the Services, and any software provided to you as a part of and/or in connection with your use of **IgniteCX** through the Site and/or Services, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist.

"Primary System Administrator" means the designated individual who is authorized by the Subscriber to represent the Subscriber as the highest-level user of the Site and Services, and who has purchased a Subscription to the Services on behalf of the Subscriber. The Primary System Administrator will control the Subscription terms and renewal and will be the only System Administrator who has the authority to delete an Account ID and to set global account settings. All references herein to the Primary System Administrator will *not* include a System Administrator. However, all references to a System Administrator may include the Primary System Administrator also as the context requires. A Primary System Administrator can act in any capacity under these TERMS OF SERVICE, particularly in those Campaigns where no Campaign Manager or Campaign User has been designated.

"Product" shall mean, where applicable, a combined reference to the Standard Product and/or the Subscriber Digital Product that may be offered during any particular Campaign, as the context requires. All Product sales will be sold for an amount that is at least as great as the sum of all (i) Product Costs, (ii) shipping costs, (iii) credit card transaction fees and charges and any other third party processing charges agreed to by the Subscriber, (iv) CoreXpand's Transaction Fees, and (v) any applicable sales taxes.

"Product Cost(s)" means, with respect to each Product, where applicable, the cost of

such Product charged by the particular vendor supplying it for the Campaign and including any customization and shipping costs.

"Raised Funds" means collectively with respect to any particular Campaign, the sum of the funds raised from donations and from the sale of or payment for Product net of the following expenses associated therewith: (i) Product Costs, (ii) shipping costs, (iii) credit card transaction fees and charges and any other third party processing charges agreed to by the Subscriber, (iv) CoreXpand's Transaction Fees as agreed to by the Subscriber, and (v) any applicable sales taxes.

"Services" means any and all components, programs, online internet based services, technology, updates, content, help content, new releases, software, tools (including the Designer Tools), modalities, functionalities, mobile applications, and web-based platform as may be provided by CoreXpand from time to time pursuant to the Subscription, via designated websites including access and use of its proprietary fundraising platform as the same may change or be enhanced over time.

"Site" means, collectively, CoreXpand's internet properties which are made available to you for your authorized use including, without limitation, ignitecx.com, other websites, microsites, mobile applications, **IgniteCX** profiles on social media sites, and any other digital properties operated or used by CoreXpand from time to time, whether under the name **IgniteCX** or some other derivation of such name.

"Standard Product" means ordinary and customary merchandise offered for sale in a Campaign which is part of the **IgniteCX** offering through the Site, and which may include without limitation customizable apparel such as t-shirts, hats, sweatshirts, bags, athletic wear, drinkware, and other similar items.

"Subscriber" means the entity designated by the Primary System Administrator as the main organization for which the Subscription becomes activated.

"Subscriber Digital Product" means any service related type of transaction (and not a tangible product) and may include without limitation, the collection of any type of dues, fees (including membership dues or registration fees), any other user type charges, and event tickets that may be uploaded to the Site by a System Administrator, Campaign Manager, or Campaign User. Typically, there are no Product Costs associated with Subscriber Digital Product. CoreXpand reserves the right to promptly remove any Subscriber Digital Product that does not meet these requirements as determined in its sole and absolute discretion.

"Subscription" means one or more of the Primary System Administrator's purchases from us of particular Services, including any Additional CoreXpand Services, for the specified time period (which may renew as provided herein at the end of such time period), including features, products, applications, or promotions provided by

CoreXpand.

"Subscription Fee" means the fee, if any, which is due periodically (usually monthly or annually) by the Subscriber upon initial sign-up or renewal by the Primary System Administrator. It does not include the Transaction Fees or any credit card transaction fees or charges or other third party processing charges.

"Supporter" means a user of the Site, whether such user acts as a Customer or a Donor, or simply a Visitor. A Supporter is not required to create an Account ID.

"System Administrator(s)" means the person or persons designated by the Primary System Administrator to function in certain designated oversight positions with respect to each Campaign. Any System Administrator will have lower level access rights to the software than the Primary System Administrator but higher level access rights than a Campaign Manager or a Campaign User. A System Administrator must approve the designation of the Campaign Funds Manager and the Campaign Funds Recipient before the Campaign goes live. A System Administrator can act also as a Campaign Manager or a Campaign User, particularly where no other Campaign Manager or Campaign User has been designated in a Campaign.

"Third-Party Websites" means websites, content, services, and products provided by someone other than us, including third parties through links that may be made available on the Site or through the Services. Additionally, from time to time we may refer you to one or more of our business partners who make available products and/or services through their respective websites or by mail or otherwise.

"Transaction Fees" means the fees charged by us on each transaction processed through the Site, whether such transaction is a purchase of or payment for Product or a Donation, and approved by the Subscriber. Such fees typically range from 3% to 5% of the transaction amount, depending upon the Subscription selected by the Primary System Administrator. These Transaction Fees are deducted from the Product sale amount or the donation amount as the case may be. If you are interested in learning the exact percentage that applies to a particular Campaign, please contact the Help Desk of the Campaign Contact listed on the Campaign Page.

"User" means any registered user of the Site with an Account ID, whether a Primary System Administrator, a System Administrator, a Campaign Manager, or a Campaign User.

"User Data" means all information provided during the registration process of creating an Account ID, as the same may be updated.

"Visitor" means a visitor to the Site (and/or the organization represented by the visitor). You may view and browse through the Site in accordance with these Terms of Service.

If you purchase Product or make a donation, then you become a Customer or a Donor, as the case may be.

2. Acceptance of Terms

Parties and Acceptance

Again, thank you for selecting and/or using the Services offered to you by CoreXpand (sometimes referred to as “CoreXpand,” “we,” “our,” or “us”) on this website. These TERMS OF SERVICE are between you (“you” or “your” and includes the Subscriber) and CoreXpand and constitute a legal agreement that governs your use of this website and the Services. For clarification purposes, the designation of a team, student group, club, organization, fund or cause in a Campaign will not make that particular team, student group, club, organization, fund or cause a party to this Agreement. In addition, the sign-up by a Campaign Manager or a Campaign User will bind the individual Campaign Manager or Campaign User and will not extend to the student group, club, organization, fund or cause for whom such individual may be establishing a Campaign.

You must agree to these TERMS OF SERVICE before you can use the Services. Your agreement to these TERMS OF SERVICE is evidenced by: i) actually using the Services including logging into the Site, or ii) clicking a box that indicates you agree to the Services, where such a box is made available to you. If you do not agree to any of these TERMS OF SERVICE, then please do not use the Services. By clicking the box or using the Services, you indicate to us that you have read and understood, and agree to be bound by, the terms of this Agreement. Your access to or use of any Services may also be subject to your acceptance where applicable of separate agreements with CoreXpand. These TERMS OF SERVICE incorporates by reference applicable program, subscription, activation, ordering and pricing terms provided to the Primary System Administrator online or offline for the Services selected by the Primary System Administrator. These terms will govern your continued use of the Services. Please save a copy of these TERMS OF SERVICE, as updated from time to time, for your records.

Legal Authority

To use and/or subscribe to the Services you must be an adult of legal age and not be prohibited from using the Services under applicable laws. By accepting these TERMS OF SERVICE you represent and warrant that you understand and agree to this. In addition, you agree not to register for an Account ID under Section 5 below in the name of any individual (other than yourself) or group or entity unless you have the authority to do so. By registering another person, group or entity, you represent and warrant that you have the requisite legal authority to do so. In particular, the Primary System Administrator agrees, represents and warrants that he or she has the requisite authority to enter into and bind the Subscriber to these TERMS OF SERVICE.

Updates

CoreXpand may update or change these TERMS OF SERVICE from time to time and recommends that you review the TERMS OF SERVICE on a regular basis. You can review the most current version of the TERMS OF SERVICE at any time at ignitecx.com. We will post the revised TERMS OF SERVICE on our website at the link as described above. In addition, after any such changes are made, you may be prompted at sign-in to agree to such TERMS OF SERVICE. You understand and agree that your continued use of the Services after the TERMS OF SERVICE have changed constitutes your acceptance of the TERMS OF SERVICE as revised. If you choose not to agree to such TERMS OF SERVICE, then your sole recourse will be to stop using the Site and Services. In addition, certain features of the Site and/or Services may be subject to additional terms of use. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such features. If any of the additional terms of use governing such area conflict with these TERMS OF SERVICE, the additional terms will govern.

In addition to the foregoing, CoreXpand may modify the Site and/or Services at any time and without prior notice. If you object to any such modifications, your sole recourse will be to cease using the Site and/or Services. Your continued use of the Site and/or Services will constitute your agreement to such changes. We reserve the right to discontinue the Site and/or Services at any time without notice and for any reason whatsoever. In the event the Site is discontinued, any unused Subscription Fees that have been paid in advance to us will be refunded to the Subscriber.

3. How the Site Works

Before you proceed, we want you to understand how the Site works to accomplish its Campaign objectives. In general, our Services allow a Subscriber, through its System Administrators, to establish multiple fundraising and other Campaigns and to designate Campaign Managers and Campaign Users to manage these individual Campaigns for the various teams, student groups, clubs, organizations, funds, and causes that exist within the umbrella entity of the Subscriber.

How a Campaign works:

- A. **Campaigns in General.** A System Administrator and/or a Campaign Manager and/or a Campaign User may organize Campaigns (i) through the creation, design and selling of Standard Product, (ii) through donations, (iii) through the collection or sale of Subscriber Digital Product, or (iv) through a combination of the foregoing. After a Campaign has been through the Approval Process, a System Administrator, a Campaign Manager, and/or a Campaign User may use the Designer Tools to promote the Campaign typically through email and social

media pages to bring Supporters and Visitors to the Site with the purpose of either selling the Standard Product, encouraging donations, or providing for the collection or sale of Subscriber Digital Product to achieve the various goals of a Campaign on or before the Campaign End Date.

1. **Product Sales.** For those Campaigns that include Product, all such Product merchandise must be items that are ordinary and customary and not offensive or illegal.
 - a. Typically, all *custom* Standard Product orders require designated minimums. Such orders will be held and processed after the close of business on the Campaign End Date provided such designated minimums are met. As *custom* Standard Product orders come in, the credit card of the Customer is run through our payment processing gateway to confirm its validity, but no amount is charged at that time. If as of the Campaign End Date, the aggregate *custom* Standard Product orders reach the designated minimums (as determined by a System Administrator and/or the Campaign Manager based on vendor requirements), then such Product orders are placed, and the credit cards are charged at that time. If by the Campaign End Date, the *custom* Standard Product orders do *not* reach such designated minimums, then all such *custom* orders will be cancelled and no amounts will be charged to any Customer who may have placed an order.
 - b. All *non-custom* Standard Product and/or Subscriber Digital Product orders will be placed and processed in the ordinary course of business without delay and without regard to designated minimums.
2. **Donations and Subscriber Digital Product.** Donations and payments for Subscriber Digital Product are processed immediately and are non-refundable.
3. **Raised Funds.** For all Campaigns with Standard Product that meet any required designated minimums, Raised Funds are accounted for and distributed by the credit card merchant of record (which could be us or the Subscriber or the Supplier designated by the Subscriber) typically after the Campaign End Date either (i) to the bank account designated by a System Administrator and/or the Campaign Manager when the Campaign was established, or (ii) via a check depending on the preferred method of delivery selected. For all Campaigns with donations, Raised Funds related thereto are sent (i) to the bank account designated by a System Administrator and/or the Campaign Manager when the Campaign was established, or (ii) via a check after the Campaign End Date, depending on the preferred method of delivery selected. Any questions by CoreXpand regarding the payment and receipt of Raised Funds may be directed to the Campaign Funds Manager.

B. **CoreXpand's Role.** You agree and understand that CoreXpand does not control any Raised Funds received by the Subscriber for the designated team, student group, club, organization, fund, or cause, as set out in the Campaign. In fact, CoreXpand has no obligation, *nor does it have the right*, to ensure that the funds are used for the stated Campaign purpose. We are acting solely as an intermediary bringing Donor or Customer and Subscriber together in order to transact business with each other. The credit card merchant of record, which may be us, processes and delivers Raised Funds directly to the entity or account designated by a System Administrator or a Campaign Manager. Accordingly, all System Administrators, Campaign Managers, Campaign Users, Customers, and Donors acknowledge and agree that:

1. The credit card merchant of record is neither a System Administrator nor a Campaign Manager with any power or authority to designate or establish a Campaign.
2. Where we are the credit card merchant of record, our business is web-based whereby we created the platform on the Internet for the Subscriber and its various teams, student groups, clubs, organizations, funds, and causes to come together with individuals who desire to support a selected Campaign whether through the purchase of or payment for Product or through donations. We are not a party to any activity or transaction between or among such parties. Our obligation is simply (i) to provide the web-based platform based on the Subscription terms, (ii) handle the logistics of placing the Product orders, and (iii) if we are the credit card merchant of record collect any Donations and payments for Subscriber Digital Products, and then send any Raised Funds directly to the recipient as designated by a System Administrator or a Campaign Manager at the time of the creation of a Campaign.
3. We do not control the Site content that a System Administrator and a Campaign Manager may post in connection with using the Services.
4. Our provision of the Services does not mean that we endorse any team, student group, club, organization, fund, or cause supported on the Site or in a Campaign.
5. YOU USE THE SITE AT YOUR OWN RISK. MAKE SURE YOU ARE COMFORTABLE WITH THE CAMPAIGN AND ITS PURPOSE BEFORE YOU DECIDE TO BECOME A CUSTOMER OR A DONOR.

C. **System Administrator's, Campaign Manager's and Campaign User's Role.** A System Administrator and a Campaign Manager, in connection with establishing a Campaign, may determine and set the parameters of such Campaign, upload Content (including pictures, text, graphics, and video all of which may be subject to size limitations we establish from time to time), use the Designer Tools to customize and select Product for sale, link profiles from other websites for promotional purposes, authorize the recipient of and the account

for the Raised Funds, and make any other decision necessary in the establishment and management of a Campaign. As a Campaign User you may also be given some of the rights outlined herein. A System Administrator, and each Campaign Manager and Campaign User warrants and agrees to meet all commitments made in each and every Campaign including, but not limited to, delivering all Product offered with such Campaign. If a System Administrator or a Campaign Manager or a Campaign User is unable to fulfill any of such commitments, then such System Administrator(s), Campaign Manager(s), and/or Campaign User(s) will work with the Customers and/or Donors, as applicable, to resolve the matter in a mutually satisfactory way. Accordingly, in any such event, we will direct all inquiries to the Help Desk of the Campaign Contact listed on the Campaign Page. The System Administrator and each Campaign Manager and Campaign User will comply with all applicable laws and regulations in the management and establishment of a Campaign, including, where applicable, the collection and remitting of all applicable taxes (excluding sales taxes which we collect) on monies generated or received via a Campaign(s), and the delivery of all required donation letters as required by the IRS, including the amount of the donation and any services or product given in exchange. We may delay, withhold, reverse or refund any Raised Funds or other amounts without notice or liability in the event we believe in our sole discretion that you have not complied with your obligations hereunder.

- D. **Customers' and Donors' Role.** As a Customer or Donor to a specific Campaign, you may make purchases of Product and/or donate money. You may also upload Content or give Feedback (see Section 4 below). It is your responsibility to ask questions and get comfortable through your own due diligence in determining whether a Campaign warrants your support through a purchase of Product or through a donation. We do not make any guaranties regarding any aspect of a Campaign, including that any money you spend will be used as promised to support the objectives of a Campaign, or that a System Administrator or a Campaign Manager will deliver the Product timely or as promised, or that the Campaign will achieve its fundraising goals. If you do not receive your Product as stated or you are not satisfied with your experience, you may contact the Help Desk of the Campaign Contact listed on the Campaign Page. You must determine in your sole discretion how to treat your purchase or donation for all tax purposes. We do not endorse, nor do we make any representation or warranty regarding the quality, safety, legality or worthiness of any Campaign, any Product associated therewith, or the truth or accuracy of any Content posted on the Site by others.
- E. **Not for Profit v. For Profit Status.** Upon sign up by the Primary System Administrator, the Primary System Administrator will designate whether the Subscriber is a non-profit entity or a for profit entity. If the Primary System Administrator designates that the Subscriber is a non-profit entity, then the Primary System Administrator will provide evidence of same to CoreXpand by any of the following means:

1. Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;
2. A statement from a State taxing body or the State attorney general certifying that:
 - a. The organization is a non-profit organization operating within the State; and
 - b. No part of its net earnings may lawfully benefit any private shareholder or individual;
3. A certified copy of the applicant's certificate of incorporation or similar document if it clearly establishes the non-profit status of the applicant.

4. Limitations on Use of the Services

Limitations on Use

You agree to use the Services only for those purposes as permitted by these TERMS OF SERVICE and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. No Campaign may be used to raise funds for any illegal activity, or for any purpose that may constitute a scam, or for any purpose that might otherwise cause harm to others or their property.

Feedback

CoreXpand may ask you to provide feedback about its services ("Feedback"). You agree that in the absence of a separate written agreement to the contrary, CoreXpand may use any Feedback you provide to it in any way and for any purpose, including in future modifications of the Services or in promotional materials relating thereto. Accordingly, you hereby grant CoreXpand a perpetual, worldwide, fully transferable, sublicensable (through multiple levels), non-revocable, fully paid-up, royalty free, license to use, modify, create derivative works from, distribute, display, and otherwise exploit any information, data, or ideas you provide to CoreXpand in the Feedback.

Additional CoreXpand Services

You may be made aware of Additional CoreXpand Services. If you decide to use any of these Additional CoreXpand Services, you may be subject to additional TERMS OF SERVICE and separate fees may apply.

5. Your Use of the Services

Master Account

When the Primary System Administrator accepted these TERMS OF SERVICE and completed the **IgniteCX** sign up process, a Master Account was created on behalf of the Subscriber.

Primary System Administrator

The Primary System Administrator has full control over (i) the establishment of all Campaigns, and (ii) the rights and privileges of all users on the Site, including lower level System Administrators, Campaign Managers, Campaign Users, Visitors, and Supporters. The Primary System Administrator may (i) alter, close or terminate access by any such user at any time, (ii) request information related to such person's use of the Services, (iii) delete an Account ID and terminate such user's access, and (iv) to set global account settings, all without prior notice.

Campaign Manager and Campaign User

If you are a Campaign Manager or a Campaign User, you have access to the Site and Services because either (i) a System Administrator invited you to the Site, (ii) a Campaign Manager invited you to the Site, or (iii) you, as a Campaign User, self-registered for the Site on the organization home page registration portal of the Master Account. As such, each Campaign Manager and/or Campaign User may have different levels of access to Site functionality, all as controlled and determined by a System Administrator and in some instances another Campaign Manager. You are required to register and establish an Account ID before you will be granted access to the Site.

Supporter

If you are a Donor or a Customer, the information you will be required to provide at the time of checkout will allow the processing and payment for any donations or Product purchases or payments you may make in support of a Campaign. Supporters, Visitors, Customers, and Donors are not required to create an Account ID.

Account ID Security

We will give unique Account ID's to the Primary System Administrator, all System Administrators, all Campaign Managers, and all Campaign Users. All Account ID's will require a password. Please create a strong password and keep it confidential and secure. You are solely responsible and liable for any activities that occur under your Account ID. If you suspect or become aware of any unauthorized use of your account please contact CoreXpand Support at support@ignitecx.com. You further acknowledge and agree that the Services are designed and intended for business use (on behalf of the Subscriber and any teams, student groups, clubs, organizations, funds, and causes designated in any Campaign). Accordingly, you are not permitted to share your account and/or password details with any other individual without the written authorization of a System Administrator.

Sign Up

You agree that your User Data will be true, accurate, complete, and current, and that you will maintain and update your User Data as needed throughout the Subscriber term to keep it accurate and current. Failure to provide accurate, current, and complete User

Data may result in the suspension and/or termination of your Account ID.

No Conveyance

Nothing in these TERMS OF SERVICE shall be construed to convey to you any interest, title, or license in an Account ID, password, domain name, or similar resource used by you in connection with the Services.

No Right of Transfer

You agree that the Subscription to the Services, including the Master Account and all data related thereto for each and every user and Campaign, is non-transferable without the prior written consent of CoreXpand, which consent may be withheld for any reason whatsoever in its sole and absolute discretion. Contact CoreXpand Support at support@ignitecx.com for further assistance or if you have any questions.

No Resale of Services

You agree that you will not reproduce, copy, duplicate, sell, resell, rent, license, sublicense, pledge, trade, or otherwise transfer the Services (or any part thereof), including the Master Account and any data associated therewith, for any purpose. Any such attempt to do so will be null and void *ab initio*.

Consent to Electronic Communications

CoreXpand may be required by law to send Communications to you that relate to the Site and/or Services, the use of information you may submit to CoreXpand, and the Services you choose. You agree that CoreXpand may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites. You consent to receive these Communications electronically. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Services for as long as you remain an authorized user of the Services. If you later decide that you do not want to receive future Communications electronically, write to us at Privacy Team, **IgniteCX**, One Meca Way, Norcross, GA 30093 or contact us at support@ignitecx.com. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Services without notice.

6. CoreXpand's Privacy Policy and Confidential Information

For details about CoreXpand's privacy policy, please refer to the Privacy Policy provided on the CoreXpand website. You agree to be bound by the CoreXpand Privacy Policy, as amended from time to time, in accordance with its terms. You further consent and agree that CoreXpand may collect, use, transmit, process and maintain information related to you and/or your account for purposes of providing to you the Services or the Additional CoreXpand Services, and any features therein. For more information please

read our full privacy policy at [coreexpand.com](https://www.coreexpand.com). If, for whatever reason, you do not agree to have your information collected, used, transmitted, processed, and maintained as set out in the Privacy Policy, please do not access or use the Site or the Services. Your use of the Site and/or the Services constitutes your agreement to our Privacy Policy.

We will not disclose your confidential information to third parties, except as required in the course of providing our Services. Confidential information includes any materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (i) was in the public domain at the time we receive it; (ii) comes into the public domain after we receive it through no fault of our own; (iii) we received from a third party without breach of our or such party's confidentiality obligations; or (iv) we are required by law to disclose.

7. Content and Conduct

Content

Your right to use the Services is personal to you and the entity or business of the Master Account. You are entirely responsible and liable for all Content uploaded, posted or stored by you using the Services. You agree not to use the Services for any illegal purpose in violation of any local, state, federal or international law. You agree that you will not use the Services to share, store, or in any way distribute financial or other data that is not in complete accordance with the law. CoreXpand does not own and is not responsible for the Content or data you submit while using the Services.

Your Conduct

You agree that you will NOT use the Services to upload, post, link to, publish, distribute, reproduce, transmit, or cause any of the following:

- Content that is unlawful, fraudulent, profane, threatening, harmful, tortious, defamatory, libelous, abusive, harassing, violent, obscene, vulgar, invasive of the legal rights of others (such as the right of privacy), disrespectful, hateful, racially or ethnically offensive, or otherwise objectionable in violation of the legal rights of others, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or foreign law;
- Use racial, ethnic, or otherwise offensive or obscene language or use the Site to promote violence, degradation, hatred, or subjugation based on race, ethnic origin, religion, disability, gender, age, military status, sexual orientation, or gender identity;
- Solicit or post sexually explicit images (whether actual or simulated);

- Take any action that exploits children or minors or depicts cruelty to animals;
- Any Content or data to impersonate other individuals or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- Engage in any copyright or other intellectual property infringement; you must have the legal right to post all materials, including obtaining the express permission from the owner in writing;
- Make unlawful disclosures in violation of a confidentiality, employment, or nondisclosure agreement;
- Transmit any information or software which contains a virus or other disruptive or harmful component;
- Any unsolicited or unauthorized advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of such solicitation;
- Interfere with or disrupt the Site and/or Services, or any servers or networks connected to the Services, or any policies, requirements or regulations of networks connected to the Services (including any unauthorized access to, use or monitoring of data or traffic thereon);
- Any robot, spider, scraper or other automated means to access or monitor the Site or to obtain information from the Site;
- Violate our policies;
- The imposition of an unreasonable or disproportionately large load on our infrastructure;
- Alter or change in any way the opinions or comments of others posted on the Site or otherwise act in a way that may be detrimental to our obtaining Feedback, comments or ratings that we may establish from time to time as part of the Services;
- Post anything that may undermine, defame, or otherwise be contrary in any way to our public image, goodwill, or reputation;
- Use the Site or Services to store or transmit Malicious Code;
- Gather and store personal information on any other users of the Services to be used in connection with any of the foregoing prohibited activities; or

- Plan or engage in any illegal activity within all applicable jurisdictions.

The above list is not exhaustive or exclusive. If you violate any of the foregoing list of prohibited conduct or if you take any action that we determine is inappropriate or disruptive to a Campaign or this Site or to any other user of this Site, we reserve the right in our sole discretion to (i) terminate access to your account, to your ability to post on the Site, or to otherwise use or gain access to the Site and the use of the Services, and (ii) refuse, delete or remove any Content. Any action we take under (i) or (ii) may be with or without notice, for any reason or no reason. In addition, we may report to appropriate law enforcement authorities any actions that may be illegal, and any reports we receive related to such conduct. When legally required or at our discretion, we will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.

Removal of Content

You further acknowledge that CoreXpand is not responsible or liable in any way for any Content uploaded to the Site or provided by you. However, CoreXpand reserves the right at all times to remove any Content found to be in violation of these TERMS OF SERVICE or is otherwise questionable or objectionable as determined in the sole discretion of CoreXpand. You agree that CoreXpand may monitor the Services and Content from time to time and to disclose any information to satisfy any law, regulation or other governmental request to operate the Services properly, or to protect itself or its users.

Content Backup

You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Services. CoreXpand does not guarantee or warrant that any Content you may store or access through the Services will not be subject to inadvertent damage, corruption or loss.

8. Payment and Fees

The following applies to the Subscriber:

Subscription and Transaction Fees

Subscriber agreed and does agree to pay all fees and charges specified on sign up (if any) for the Services and any part thereof pursuant to the terms of the Subscription. Such fees include all Subscription Fees and Transaction Fees. All such fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and the Subscriber is solely responsible for the payment of any such taxes that may be imposed on its use of the Services. All payments must be paid in U.S. dollars

and credit cards will be charged in U.S. dollars. The Services will be deemed accepted by Subscriber upon acceptance of this Agreement and payment of the applicable fees and/or subscription fees for the Services. Access to the Services will begin after the acceptance of this Agreement and after CoreXpand receives and processes all the information, including the credit card information requested during the registration or ordering process. Cancellation and renewal terms may be supplemented by program terms provided to Subscriber in writing or on the website for the Services selected.

Credit Card Authorization

If Subscription Fees are due by the Subscriber depending on the Subscription selected, then the Subscriber will be required to have a valid credit card acceptable to CoreXpand ("Card") to obtain access to the Services.

Payment Method

When the Primary System Administrator subscribes and provides payment information, its Card will be debited, and will be automatically re-debited at the beginning of each applicable subscription term ("Renewal Term") (typically monthly or annually) with respect to each Subscription at the then-current subscription rate, if any, depending on the Subscription selected, to maintain access to the Services. Accordingly, the Primary System Administrator is authorizing CoreXpand to automatically continue charging that card (or any authorized replacement card) for all Subscription Fees and Transaction Fees associated with the Subscription or Subscriptions (including the renewal fees). The Primary System Administrator agrees that CoreXpand may continue to attempt to charge all sums described herein to such credit card account until such amounts are paid in full; otherwise, the Subscriber agrees to pay all amounts due upon demand by CoreXpand. It is the Primary System Administrator's responsibility, on behalf of the Subscriber, to make sure that the Card on file with CoreXpand is valid and not expired. Unless otherwise indicated, all fees and other charges hereunder shall be made and paid in U.S. dollars.

Automatic Renewal of Subscription

When the Primary System Administrator signs up online for the Services, its Subscription will be set to automatically renew upon its expiration. So unless it cancels the Master Account or changes its renewal settings prior to its expiration, the Master Account will automatically renew for another year. At the time of renewal, we will charge the Card the then-current Subscription Fees, if any, to renew the Services. About thirty (30) days prior to the expiration date we will notify the Subscriber by email to the designated email address that the Master Account is about to renew with a reminder that the Card will be billed the indicated Services fee on the renewal date. The Primary System Administrator may change the renewal settings either online or by contacting support@ignitecx.com.

Account Information and Billing Inquiries

The Primary System Administrator may request details on the Subscriber account

information including payment method and billing frequency by contacting support@ignitecx.com. CoreXpand will send an electronic invoice to the designated email address whenever any fees are charged to the account. If Subscriber believes it has been billed in error for the Services, please notify CoreXpand within 45 days of the billing date by contacting CoreXpand Support at support@ignitecx.com.

Cancellations and Refunds

All fees and charges paid by the Subscriber in relation to a particular Subscription for the Services are nonrefundable, except as otherwise provided herein. For any particular Subscription and exclusive of any custom work which is covered by separate agreement, CoreXpand will refund the applicable Subscription Fees paid by the Subscriber upon initial online sign up for such Subscription provided CoreXpand receives such refund request within forty-five (45) days of the initial sign up date. CoreXpand will refund the applicable fees paid by Subscriber upon any renewal provided CoreXpand receives such refund request within forty-five (45) days of the billing date for any such renewal of the Services. To request a refund as described herein please contact support@ignitecx.com. Applicable law may vary this policy.

Changes in Price

CoreXpand may at any time, upon at least thirty (30) days notice or if longer than as required by applicable law, change the Subscription Fee and/or the Transaction Fees or any part thereof, or institute new charges or fees; provided, however, *price changes and institution of new charges implemented during the Subscription term will apply to subsequent subscription terms only*. If Subscriber does not agree to any such price changes, then it must cancel its account and stop using the Services. The continued use of the Services by Subscriber after the effective date of any such change shall constitute the Subscriber's acceptance of such change.

No Tax Advice

It is the Primary System Administrator's responsibility to:

- Determine the amount and applicability of all taxes that may apply to the Raised Funds and to make all proper reports to the appropriate tax authorities. The applicable taxing authority(s) may classify the Raised Funds as taxable income to the Subscriber and any teams, student groups, clubs, organizations, funds, and causes that may receive the Raised Funds. If we deem it necessary to obtain the tax identification numbers of the Subscriber or any of the teams, student groups, clubs, organizations, funds, and causes that are the recipient of the Raised Funds, then a System Administrator agrees to promptly provide such information to us.
- Determine the amount and applicability of whether taxes apply to any transactions within a Campaign, and for collecting, reporting, and remitting any such taxes arising from any of such transactions.

- Maintain any and all required records for tax purposes. We will keep information associated with the Subscription for a period not to exceed three years.
- Consult with its own experts and to take all necessary action to comply with its obligations under any federal, state, and local taxing authorities. We are not in the business of providing tax advice.
- Address any issues with any state or federal regulatory agency overseeing Subscriber's activities. We will fully cooperate with any such agency.
- Provide us with the applicable tax related information promptly upon request so that we may comply with any required tax reporting or related obligation.

Payment Processing where CoreXpand is the Credit Card Merchant of Record

Where we are the credit card merchant of record, CoreXpand uses Braintree, a division of PayPal, Inc. ("Braintree") for payment processing for all Product sales and donations. In order for us to use Braintree's payment processing services, Subscriber must read and agree to the Commercial Entity User Agreement ("CEA") generally available at braintreepayments.com/legal/cea-wells and the Payment Services Agreement ("PSA") generally available at braintreepayments.com/legal/gateway-agreement. By accepting these TERMS OF SERVICE, Subscriber agrees (a) that it has downloaded or printed the CEA and the PSA, and (b) that it has reviewed and agreed to the CEA and the PSA. If Subscriber has any questions regarding the CEA or the PSA, please contact Braintree at 877.434.2894.

In addition to the foregoing, a System Administrator or a Campaign Manager during the registration process of a Campaign for a particular team, student group, club, organization, fund, or cause will have the option to elect how to receive the Raised Funds, either electronically through Braintree or via a check sent by CoreXpand at the end of a Campaign.

The following applies to Customers and Donors:

Transaction Costs

As a Customer or Donor, once you have paid for a Product and/or made a donation to a Campaign, we will process your transaction. It is very important for you to understand that there are costs associated with each transaction, including, without limitation, Product Costs, customization fees, and shipping and handling costs. In addition, in order to recover our own costs in providing the Site and Services, we charge Transaction Fees that are a function of (i) payments for Product, and/or (ii) money donated. Further, in addition to the foregoing Product Costs and Transaction Fees, you will be charged standard credit card transaction fees or other third party processing fees

agreed to by the Subscriber in connection with the processing of your transaction on the Site. We are not responsible for the performance of any third party credit card processing or third party processing services. By using our Site and/or Services, you agree to these Product Costs, Transaction Fees, and credit card transaction fees or other third party processing fees. The Subscriber has agreed to all these costs and fees.

Taxes

You are solely responsible for paying all taxes that may apply in connection with your use of the Site and/or Services. We are not in the business of providing tax advice. You agree to consult with your own tax advisors and to take all necessary action to comply with your obligations under any federal, state, and local taxing authorities.

Standard Product Sales in a Campaign

Once you place your order for a Standard Product in a particular Campaign and your credit card has been pre-authorized, your order will be held until a certain predetermined volume of such Product has been sold, such that it makes sense for the orders to proceed. A System Administrator and/or Campaign Manager determines these parameters, including the date by which such determination is made, which is the Campaign End Date. We do not control these thresholds. Accordingly, if the minimums are not met for a particular Campaign, your order will not be processed and your credit card will not be charged.

Returns for Product

We work hard with our vendors to ensure that all Standard Product orders are handled professionally, timely, and that both the product and customization are high quality. In general, all Standard Product sales and Subscriber Digital Product are non-refundable and not subject to return, refund, or exchange; however, if the Standard Product you received is defective, then please contact the Help Desk of the Campaign Contact listed on the Campaign Page who will work with you to replace it. Unfortunately, no refunds will be available. Any Standard Product returns after the Campaign End Date will be handled directly between the Customer and the Campaign Manager.

No Refunds on Donations or Subscriber Digital Product

There are no refunds, returns, or exchanges on donations or Subscriber Digital Product.

9. Ownership of Content

CoreXpand does not claim ownership of the materials and/or Content a System Administrator, a Campaign Manager, a Campaign User, or a Supporter submits or makes available on the Site or in connection with the Services. Only works that you have the specific right to upload may be posted to the Site, including copyrighted works

of others. Unless you first obtain the copyright owner's prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (including sound recordings), or create derivative works from any copyrighted work made available or accessible on the Site or within the Services. You may provide links to the Site, provided that you (i) do not remove or obscure, by framing or otherwise, proprietary notices or other notices on the Site, and (ii) discontinue providing links to the Site immediately upon our request.

While using the Site and/or Services, you may post and use your Content including, without limitation, photos, videos, text, graphics, logos, artwork, designs and other audio or visual materials that you have the legal right to post and use. You grant us and our users a perpetual, non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, publicly display, publicly perform, store, reproduce, modify, create derivative works, and distribute your Content on or in connection with the Site and our related marketing and promotional activities related to the **IgniteCX** System. You represent and warrant that your Content and our use of your Content will not infringe any third party's intellectual property rights, proprietary rights, privacy rights, confidentiality, rights of publicity or otherwise violate these TERMS OF SERVICE or applicable law.

10. Marks and Proprietary Rights

All **IgniteCX** and CoreXpand Marks used in connection with Our Technology are the sole and exclusive property of CoreXpand. All Marks not owned by us that appear on this Site are the property of their respective owners. You have no rights or license in any of the aforesaid property, and further agree that you shall not remove, change, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Site and/or Services. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

While navigating our Site or using our Services, you may be able to access Third-Party Websites. Your use of any such Third-Party Websites is not required in order to access and/or use the Services or the Designer Tools, unless otherwise noted. Your access to or use of Third-Party Websites is entirely at your own risk. We are not responsible for any loss or damage of any sort relating to your dealings with these Third-Party Websites. Please make sure you read the terms and conditions and any privacy policy of any Third-Party Website that you visit from our Site.

11. Our Technology

CoreXpand's IgniteCX System and Proprietary Rights

You acknowledge and agree that CoreXpand owns all legal right, title and interest in and to Our Technology. You further agree that Our Technology contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

License From CoreXpand for the IgniteCX System

CoreXpand grants the Subscriber a personal, non-exclusive, non-sublicensable, non-transferable, limited license, during the initial term of the Subscription and any applicable renewal term or other period of use provided in the activation and ordering terms, to access and use Our Technology solely for the purpose described in these TERMS OF SERVICE; provided that the Subscriber does not (nor allow a third party to) do any of the following: (i) license, sublicense, copy, modify, assign, lease, loan, sell, resell, republish, upload, post, transfer, grant a security interest in, distribute, commercially exploit to any third party, or otherwise transfer any right in Our Technology; (ii) modify or create derivative works based on the Site and/or Services or its content, in whole or in part; (iii) access or attempt to access any other CoreXpand and/or **IgniteCX** systems, programs, features or data that are not made available on the Site or in the Services or for public use; (iv) decompile, disassemble, or reverse engineer Our Technology or otherwise attempt to discover the source code; (v) interfere with the proper working of Our Technology, prevent access to or the use of Our Technology by other licensees or customers; or (vi) use Our Technology except as expressly allowed under this Agreement. By using Our Technology, the Subscriber agrees and warrants to CoreXpand that it will use Our Technology only for the stated purposes described in these Terms of Service and will not use Our Technology, including Content, for any purpose that is unlawful or prohibited by this Agreement.

Updates

We may from time to time update Our Technology used in connection with the Site and/or Services. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. This Agreement will govern all updates to the Software and the Services.

Technical Support

Technical support is provided to the System Administrators and Users and is available by phone or email at support@ignitecx.com.

12. Termination

Termination by You

You may stop using the Site and/or Services at any time; provided, that if you are the Subscriber, the Primary System Administrator must give CoreXpand thirty (30) days prior written notice of Subscriber's termination. At the end of such thirty (30) days, the

Subscriber's right to access the Site and/or Services may be terminated immediately and without prior notice. Any such termination by the Primary System Administrator must be in accordance with the activation and ordering terms for the specific Services selected.

Termination by CoreXpand

With respect to the Subscriber, CoreXpand may terminate or suspend all or a portion of its account and/or access to the Services for any of the following reasons: (a) violations of the TERMS OF SERVICE or any other policies or guidelines that are referenced herein and/or posted on the Site or in connection with the Services; (b) a request by the Primary System Administrator to cancel or terminate the Subscriber's account; (c) discontinuance or material modification to the Services or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the Services to the Subscriber is or may become unlawful; (f) unexpected technical or security issues or problems; (g) the Subscriber's participation in fraudulent or illegal activities; (h) failure of the Subscriber to pay any fees owed in relation to the Services; or (i) the Subscriber no longer consents to receive electronic Communications in accordance with Section 5. Any such termination or suspension shall be made by CoreXpand in its sole discretion, and CoreXpand will not be responsible to Subscriber or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Services. Upon termination Subscriber must immediately cease using the Service. By violating these TERMS OF SERVICE in any material capacity, you risk any or all of the following, depending on the nature of the violation, all as determined by us in our sole discretion: (i) immediate removal and/or suspension of any or all of your Campaigns, (ii) a possible forfeiture of Raised Funds, and (iii) potential termination of all Account ID's or, if applicable, the Master Account. Any termination of this Agreement shall not affect CoreXpand's rights hereunder. Other terms regarding termination or expiration of the Services may apply in accordance with the activation and ordering terms as set forth in the Subscription.

Effects of Termination

Upon termination of the Subscription, all users lose access to the Services and any portions thereof, including, but not limited to, information related to any Campaign and any System Administrators, Campaign Managers, and Campaign Users thereunder. Upon termination of the Master Account, the Subscriber will lose all access to the Services and any portions thereof, including, but not limited to, information and data stored in or as a part of its account including, without limitation, all data files, transaction information, account information, and preferences. In addition, CoreXpand shall have the right to delete all of such information. The Subscriber understands and agrees that upon termination of its use of the Services, we retain the license rights granted to us upon any user Content uploaded or provided on our Site.

13. Disclaimer of Warranties

YOUR USE OF THE SITE AND/OR SERVICES, INCLUDING ANY OF OUR TECHNOLOGY, IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SITE AND/OR SERVICES, THE TOOLS AND ALL INFORMATION, CAMPAIGNS, CONTENT AND MATERIALS RELATED TO ANY OF THE FOREGOING ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COREXPAND, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, DISTRIBUTORS, RESELLERS AND ITS SUPPLIERS (COLLECTIVELY "COREXPAND") DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING THE SERVICES AND ANY PRODUCT SOLD THEREIN, THE CONTENT AND RELATED MATERIALS TO ANY OF THE FOREGOING, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, AND SIMILAR LAWS OF ANY JURISDICTION, SYSTEM INTEGRATION AND ACCURACY OF DATA. IN SOME JURISDICTIONS, APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. COREXPAND DOES NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, QUALITY OR ANY CONTENT IN THE SERVICES, INCLUDING CONTENT POSTED ON OR LINKED FROM THE SERVICES. COREXPAND DOES NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES ARE INAPPLICABLE TO YOU BASED ON LOCAL LAW, ANY IMPLIED WARRANTIES OR CONDITIONS ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF SUBSCRIPTION OR INITIAL DELIVERY OF THE SERVICES, WHICHEVER IS SOONER. IF YOU SUBMIT ANY PERSONAL INFORMATION AND/OR DOWNLOAD OR UPLOAD ANY CONTENT THROUGH THE SITE AND/OR SERVICES, IT IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH CONTENT OR FROM RELIANCE UPON SUCH CONTENT. WE MAKE NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY WEBSITES. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE; HOWEVER, COREXPAND (i) EMPLOYS INDUSTRY STANDARD ENCRYPTION IMPLEMENTATIONS OF SSL, AND (ii) ADHERES TO THE APPLICABLE PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARDS (DSS) RELEVANT TO THE **IGNITECX** SYSTEM, AND (iii) ONLY USES PAYMENT PROCESSING ORGANIZATIONS THAT ADHERE TO APPLICABLE PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS) ((i), (ii), and (iii) are collectively "Best Practices").

THERE MAY BE TIMES WHEN YOU ARE EXPOSED THROUGH THE SITE AND/OR SERVICES TO CONTENT THAT IS OFFENSIVE OR OTHERWISE IN VIOLATION OF OUR RULES AND POLICIES REGARDING USE OF THE SITE. AGAIN, YOU USE THE SITE AND/OR SERVICES AT YOUR OWN RISK. WE ARE NOT RESPONSIBLE FOR YOUR EXPOSURE TO CONTENT ON THE SITE, EVEN IF SUCH CONTENT IS IN VIOLATION OF OUR CONTENT POLICIES. ANY INFORMATION AND/OR OPINIONS IN CONTENT UPLOADED BY USERS DOES NOT NECESSARILY REFLECT OUR OWN OPINION OR BELIEFS; NOR IS IT ENDORSED BY US. IT IS THE OPINION OF THE AUTHOR ONLY.

14. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COREXPAND AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, AND PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF COREXPAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OF OR INABILITY TO USE THE SITE OR SERVICES; (II) ANY CHANGES MADE TO THE SITE AND/OR SERVICES OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SITE AND/OR SERVICES OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SITE AND/OR SERVICES; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE AND/OR SERVICES; (VI) THE TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES IN ACCORDANCE WITH THE TERMS HEREOF; (VII) THE DELETION OF YOUR ACCOUNT OR ANY CONTENT THEREIN AS AUTHORIZED HEREUNDER; AND (VIII) ANY OTHER MATTER RELATED DIRECTLY OR INDIRECTLY TO THE SITE.

NOTWITHSTANDING THE FOREGOING, COREXPAND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ONLY THE SUBSCRIBER (AND NOT ANY OTHER USER, BUYER, SUPPLIER, VISITOR, THIRD PARTY BENEFICIARY, OR AFFILIATE OF SUBSCRIBER) FROM AND AGAINST ANY DAMAGES IT SUFFERS RELATING TO (i) COREXPAND'S INFRINGEMENT OF ANOTHER'S INTELLECTUAL PROPERTY RIGHTS, OR (ii) COREXPAND'S FAILURE TO FOLLOW THE BEST PRACTICES UNDER SECTION 13 ABOVE, IN AN AMOUNT, NOT TO EXCEED IN THE AGGREGATE FOR ALL CLAIMS HEREUNDER, A SUM EQUAL ONLY TO THE SUBSCRIPTION FEES PAID BY THE SUBSCRIBER (WHETHER SUCH FEES WERE PAID MONTHLY OR LESS FREQUENTLY) IN THE

FIRST YEAR OF ITS SUBSCRIPTION (BUT *EXCLUSIVE* OF ANY UP-FRONT, ONE-TIME, SET-UP, AND CUSTOMIZATION FEES, CREDIT CARD TRANSACTION FEES OR OTHER THIRD PARTY PROCESSING FEES, IGNITECX TRANSACTION FEES RELATED TO EACH SPECIFIC TRANSACTION, OR OTHER FEES FOR CUSTOM WORK). THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT (I) THIS PROVISION IS AN IMPORTANT AND ESSENTIAL ELEMENT OF THIS AGREEMENT, AND (II) COREXPAND WOULD NOT AGREE TO THE SUBSCRIPTION AND PROVIDE THE SITE AND/OR SERVICES WITHOUT THIS LIMITATION.

15. Indemnity

Each user of the Site, including the Primary System Administrator, all System Administrators, Campaign Managers, Campaign Users, Supporters, and Visitors agree to comply with these TERMS OF SERVICE and to defend, indemnify and hold harmless CoreXpand and its affiliates, subsidiaries, directors, officers, employees, agents, and partners from and against any and all damages (including, without limitation, direct, indirect, incidental, special, consequential, punitive, special, or exemplary), claims and demands, including reasonable attorneys' fees and court costs, made by a third party relating to or arising from (a) your use of the Site and/or Services whether or not such usage is expressly authorized by you, (b) any Content you submit, post, transmit, or otherwise make available through the Services; (c) a claim that you or your Content infringes or misappropriates the intellectual property rights, or otherwise violates any law or other right, of a third party; (d) a claim resulting from or arising out of your breach or alleged breach of these TERMS OF SERVICE; or (e) any Product purchased, paid for, or sold in support of a Campaign.

16. Notices

CoreXpand may (but is not required to) provide you with notices regarding the Site and/or Services, including changes to these TERMS OF SERVICE. Subscriber will provide CoreXpand with notices required hereunder. For all such notices by CoreXpand and for all non-infringement claim notices by Subscriber, such notices may be provided by email to the other party's designated email address (and/or other alternate email address if provided), or by regular or overnight mail service to the respective party's mailing address as the same may be modified. Both parties consent to the receipt of these notices.

Infringement

For all infringement claim notices, whether relating to copyright, trademark, or other intellectual property right, please send written notice to the following agent of record:

CoreXpand, LLC, Attn: Legal, One Meca Way, Norcross, GA 30093, with a copy to:

Lawler Green Prinz LLC, Attn: David Green, 3350 Riverwood Parkway, Suite 460
Atlanta, GA 30339

For a response to be provided, the notice must: (i) contain your physical or electronic signature; (ii) identify with a copy or by other means to sufficiently describe the copyrighted work, trademark, or other intellectual property alleged to have been infringed; (iii) identify with a copy or by other means to sufficiently describe the allegedly infringing material so that it can be located; (iv) contain your full legal name, address, telephone number, e-mail address, and the authority under which you are sending the notice (as the owner, agent, attorney, etc.); (v) contain a statement that you have a good faith belief that use of the copyrighted material, trademark, or other intellectual property is not authorized by the owner, the owner's agent, or the law; (vi) contain a statement that the information in the written notice is accurate and complete; and (vii) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright, trademark, or other intellectual property right.

You acknowledge that if you fail to comply with all of the requirements of the foregoing, your Infringement notice may not be reviewed.

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice to support@ignitecx.com. We reserve the right, at our sole discretion, to repost or not to repost Content. We take all accusations seriously and will respond as quickly as we can.

17. Governing Law, Jurisdiction, and Arbitration

Governing Law

Except to the extent expressly provided in the following paragraph, the laws of the State of Georgia, excluding its conflicts of law provisions, shall govern these TERMS OF SERVICE and the relationship between you and CoreXpand.

Jurisdiction

You and CoreXpand agree to submit to the personal and exclusive jurisdiction of the courts located within Gwinnett County, Georgia, to resolve any dispute or claim arising from these TERMS OF SERVICE.

Arbitration

You agree that we may elect to resolve any dispute through binding non-appearance based arbitration. If we do so, you agree to move any claims to the exclusive jurisdiction of an arbitration procedure, which shall be initiated through an established alternative dispute resolution ("ADR") provider chosen by CoreXpand. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the

specific manner shall be chosen by the ADR provider; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You acknowledge that arbitration expressly excludes claims for injunctive or other equitable relief. You further agree that we are not responsible for resolving disputes between or among users. In such a case, we may provide to the relevant parties a System Administrator's contact information so the parties may resolve their dispute.

18. Miscellaneous

General

These TERMS OF SERVICE together with the terms of the Subscription constitute the entire agreement between you and CoreXpand, govern your use of the Site and/or Services, and completely replace any prior agreements between you and CoreXpand in relation to the Site and/or Services. This Agreement sets forth the entire liability of CoreXpand and your exclusive remedy with respect to the Site and/or Services and their use. If any part of these TERMS OF SERVICE is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. You agree that, except as otherwise expressly provided in these TERMS OF SERVICE, there shall be no third-party beneficiaries to these TERMS OF SERVICE. You agree that any claim or cause of action arising out of or related to these TERMS OF SERVICE or the use of the Site and/or Services or the Designer Tools must be filed within one (1) year after the cause of action arose or be forever barred. Those provisions of these TERMS OF SERVICE that must survive termination of such TERMS OF SERVICE in order to be effective shall survive such termination. You may not assign or transfer any of these TERMS OF SERVICE, rights, or licenses that have been granted to you hereunder; however, we are not restricted from assigning any rights or licenses that you may grant to us.

Waiver

Any waiver of the terms herein by CoreXpand must be in a writing signed by an authorized representative of CoreXpand and expressly reference the applicable provisions of these TERMS OF SERVICE. The failure of CoreXpand to exercise or enforce any right or provision of these TERMS OF SERVICE shall not constitute a waiver of such right or provision. If you reside in a jurisdiction that requires a specific statement regarding waiver and release then the following applies. For example, if you are a California resident, then before you can agree to the foregoing release, you must, as a condition of such agreement, waive the applicability of California Civil Code Section 1542 for unknown claims which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his

or her settlement with the debtor." Accordingly, you hereby waive this section of the California Civil Code *and* any similar provision (that may be applicable to you) in law, regulation or code that has the same effect or intent in prohibiting releases without knowledge of the same. If any provision of these TERMS OF SERVICE is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions reflected in the invalid provision, and the other provisions of these TERMS OF SERVICE shall remain in full force and effect.

Conflict

If there is a conflict between these TERMS OF SERVICE and a separate written agreement between you and CoreXpand, the separate written agreement will control on such conflict.

Export Restrictions

Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Site and/or Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) you shall not access or use the Site and/or Services in violation of any U.S. export embargo, prohibition or restriction. Any Raised Funds may be frozen and/or turned over to the applicable governmental enforcement agency if a Campaign is deemed to be in violation of any applicable export laws.

U.S. Government

The software that forms a part of the Services is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government end users who access or use the Services, acquire a license to use the software with only those rights set forth herein.

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Last revised: August 16, 2017

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