

i65 Website and App Terms and Conditions

These Terms and Conditions govern your use of the *Sixty-Five Incorporated i65* (“i65,” “we”, “us” or the “Company”) website however accessed, (the “Website”) and i65 mobile applications (collectively, the “App”) made available by us. Your use of the Website and App are conditioned upon your consent to be bound by these Terms and Conditions and to our Privacy Policy (<https://bit.ly/2CpZjgP>). Your acceptance of these Terms and Conditions constitutes an agreement (“Agreement”) between us and you. If you do not agree to be bound by our Terms and Conditions and the Privacy Policy, you should not use the Website or App. By continuing to use the Website or App, you accept and agree to the following Terms and Conditions, as the same may be revised from time to time:

1. “We”, “us”, “our,” “i65,” or the “Company” refer to i65 and its affiliates and related companies. However, this Agreement does not have the effect of making you, as a member or customer of one entity within i65, a member or customer of any other such entity.
2. You agree to use the Website and App in a manner consistent with these Terms and Conditions.
3. You may not transfer, sell, or otherwise assign your rights or obligations under this Agreement.
4. We may terminate your access to and use of the Website and App at any time.
5. This Agreement incorporates the Privacy Policy set forth on the Website and within the App, and the same may be modified from time to time.
6. You acknowledge that we may disclose and transfer any information that you provide through the Website and/or App to (i) any company within the Company, its affiliates agents or information providers; (ii) to any other person or entity with your consent; or (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. Use of this Website or App, including any patterns or characteristics concerning your interaction with either, may be monitored, tracked and/or recorded as identified in the Privacy Policy linked above. Anyone using this Website or App expressly consents to such monitoring, tracking and recording.
7. You acknowledge that i65 or its licensors own and hold all intellectual property and proprietary rights, title and interest in the Website and App, and that your use of the same does not transfer any rights in the same to you. You agree:
 - Not to copy, reproduce, distribute, publish, display, perform, modify, or create derivative works from the Website or App. You may only download material from the Website or App for your own use as follows: you may make one machine readable copy and/or one print copy that is limited to occasional items of individual interest only. You may not remove or amend any trademark, copyright or other proprietary notice. Without limiting the generality of the foregoing, you may not distribute any part of the Website or App over any network, nor sell or offer it for sale. You may not copy, decompile, reverse-

engineer, disassemble, modify, or create derivative works of the Website or App (or the open Source software used in the Website or App) as provided in accordance with the terms of the applicable Open Source Software license, and *i65* is not a party to the same. We reserve all rights that are not specifically granted to you.

- That you are expressly prohibited from presenting the Website or App in a setting created by you or a third party (e.g., through framing), particularly (but not exclusively) where that setting includes advertising or other materials that we have not authorized to be displayed with the Website or App.
 - That any of your questions, comments, or suggestions for improvements regarding the Website or App services that you email, post, or otherwise transmit to us (your "Communications") will become the property of *i65*. You hereby relinquish and assign to *i65* the worldwide, royalty free, right and title to run, use, re-use, implement, copy, display, and create derivative works from, those Communications, including any ideas, concepts, know-how, or techniques contained in your Communications for any purpose.
8. All content and functionality displayed, provided, reproduced, or distributed by us on the Website and App are for information purposes only and are not intended as, and are not a substitute for advice.
 9. Where we provide or enable links to third party sites, we do so for information purposes only and we accept no liability for your use of the same.
 10. We reserve the right to monitor all Communications and to remove any which we consider in our absolute discretion to be offensive, defamatory, or otherwise in breach of these Terms and Conditions.
 11. You will be responsible for all charges and obligations incurred, and liabilities for harm caused, and for all actions taken, through your use of the Website or App.
 12. You agree to indemnify and hold us harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your use of the Website or App including, but not limited to, any violation of this Agreement, or the failure to fulfill any obligations relating to use of the Website or App. This includes, but is not limited to claims based on any decision, whether legal, financial, investment-based, tax-related, or medical, or any such decisions you make or any such decisions made as a result of your advice relating to your use of the Website or App.
 13. You warrant that: you will not use any electronic communication feature of the Website or App for any purpose that is abusive, tortious, intrusive on another's privacy, harassing, libelous, defamatory, obscene, threatening, hateful, or otherwise unlawful; you will not post any materials that infringe on rights of third parties; and, you will not upload or transmit any virus or other malware.
 14. The Website and App, and any information provided from them and these Terms and Conditions are given and made in Wisconsin, U.S.A. This Agreement is subject to Wisconsin law, without regard to its choice of law provisions, and suit, if any, must be brought

exclusively within the courts of the State of Wisconsin, Dane County. You agree to submit to the jurisdiction of the courts located in the State of Wisconsin.

15. THIS WEBSITE AND APP AND ITS SYSTEMS USED OR PROVIDED AS PART OF THIS WEBSITE AND APP ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE OR APP CONTENT, FUNCTIONALITY, OR MATERIALS PROVIDED BY US HEREUNDER, INCLUDING, WITHOUT LIMITATION OF THE FOREGOING, ANY WARRANTY REGARDING INFRINGEMENT, OWNERSHIP, ACCURACY, TIMELINESS, COMPLETENESS, AND AVAILABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
16. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE DISCLAIM LIABILITY, AND YOU AGREE THAT WE ARE NOT LIABLE FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING OUT OF YOUR USE OF THE WEBSITE OR APP, OR ANY WEBSITE OR APP WITH WHICH EITHER IS LINKED, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF US, OUR LICENSORS, EMPLOYEES OR AGENTS TO YOU, OR ANY OTHER PARTY EXCEED, IN THE AGGREGATE ONE HUNDRED DOLLARS (\$100). YOUR CLAIM FOR SUCH DAMAGES IS OUR SOLE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN THE EVENT OF THE BREACH BY US OF THIS AGREEMENT. THE FOREGOING SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY YOU MIGHT HAVE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION FIRST AROSE.
17. You and we agree, pursuant to the E-Sign Act ('the Electronic Signatures in Global and National Commerce Act', as it may be amended from time to time), to treat electronic tokens of assent from you and from us, as binding expressions of assent to contracts.
18. We may revise these Terms and Conditions from time to time by posting changes to the Website or App. Any such revisions shall be effective when posted. Your continued use of the Website or App following such changes is your expression of assent to the modified terms.
19. These Terms and Conditions and ancillary agreements you have signed in connection with the use of the services provided through this Website or App contain the entire understanding between us with respect to any use of the Website or App. Should any part of the Terms and Conditions be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain

and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms and Conditions had been eliminated.