

THE MARKETPLACE

Marketplace Terms of Use

Effective as of December 1, 2016, IJJ Corporation DBA (IJJCorp) and its subsidiaries (collectively, "IJJ," "IJJCorp," "we," "us," or "our") have updated these Marketplace Terms of Use.

Welcome to the Marketplace (the "Marketplace"), an online marketplace for web or other software services or applications that utilize or interact with the API and integrate with the Service (defined below) ("Applications"). By visiting the Marketplace, You agree that Your access to and use of the Marketplace and the Applications govern the terms and conditions described in these Terms of Use (the "Terms"), which You acknowledge represent a binding legal agreement between You and IJJCorp. For example, before deploying or gaining any access to Applications for an Account on behalf of a company or other organizations, authorization to bind that company or organization (including all Agents) to these Terms to deploy and integrate Applications into an Account must be validated.

To execute this agreement, "You," "Your," and "Subscriber" will refer to that company or organization agree to the terms that, If You do not have that authority or agree with these Terms, You may not use and must leave the Marketplace. Capitalized terms used in these Terms and not defined herein shall have the meaning attributed to them in the [Master Subscription Agreement](#).

IF YOU USE THE MARKETPLACE, INCLUDING ANY ASSOCIATED APPLICATIONS, YOUR USAGE BINDS YOU TO THESE TERMS.

- **THE MARKETPLACE**

In the Marketplace, You can access, browse or deploy Applications within Your Account. Applications include any software, content, services, technology, data, and other digital materials contained in or made available through an application you access or deploy via the Marketplace.

Applications also include any updates, upgrades, and other changes to that and versions thereof that You later access or deploy via the Marketplace. IJJC Corp may make some Applications available via the Marketplace at no charge and others for a cost. As described, these Terms, plus many of the Applications made available on the Marketplace, are provided and licensed to You by third parties.

- **ACCESSING AND DEPLOYING APPLICATIONS**

2.1 After registering Your Account by paying any corresponding fees related to the use of an Application (if any), You now have access to deploy Applications for Your use in connection to service the Account.

For performance, a high-speed Internet connection is required for proper transmission of the Marketplace and Applications.

You are responsible for procuring and maintaining the network connecting Your network to the Marketplace and Applications, including, but not limited to, "browser" software that supports protocols used by IJJC Corp, including Secure Socket Layer (SSL) protocol or other protocols accepted by IJJC Corp, and to follow procedures for accessing services that support such protocols.

We are not responsible for notification for any upgrades, fixes, or enhancements to any such software or any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) not owned or operated, or controlled by IJJC Corp.

We assume no responsibility for the reliability or performance of any connections as described in this section.

2.2 You acknowledge that the Marketplace includes listings for Applications that offer support maintained by third parties ("Third-Party Developers") unaffiliated with IJJC Corp or its Affiliates ("Third Party Applications"). Notwithstanding anything to the contrary in these Terms, and without limiting Section 3.5 below, You acknowledge and agree that: (a) You must use Your discretion when You access or deploy Third Party Applications through the

Marketplace and access Third Party Developer services; (b) You should read the terms and conditions and privacy policies associated with any Third Party Applications as provided by the applicable Third Party Developer as they will govern Your use of the Third Party Applications; and (c) IJJC Corp does not own or control any of these Third-Party Developers or the Third Party Applications, and You will not hold IJJC Corp responsible or liable for any such Third Party Applications or acts or omissions of Third Party Developers, under any circumstances.

IJJC Corp does not in any way warrant the accuracy, reliability, security, completeness, usefulness, non-infringement, or quality of any Applications (including without limitation the content contained therein), even if an Application complies with the Marketplace guidelines. You agree that You bear all risks associated with using or relying on Third Party Applications.

Suppose You have any questions about Third Party Applications or the terms that govern the use of Third Party Applications. In that case, You should contact the Third Party Developer of the Third-Party Application directly. For clarity, subject to the preceding, all Third-Party Applications are still "Applications" for purposes of these Terms.

- **USE OF AND RESTRICTIONS ON APPLICATIONS**

3.1 Your use of an Application (including Third Party Applications) will be governed by the terms and conditions of the terms of the service agreement between You and the Developer and owner of the Application ("App Terms of Service"). For example, IJJC Corp as the Application publisher, Your usage is governed by the terms and conditions of the Master Subscription Agreement unless otherwise communicated to You at the time of Your deployment of or access to the Application.

Concerning Third-Party Applications, the App Terms of Service will be deemed to include the terms and conditions set forth below (the "Mandatory Service Terms") in addition to any additional terms and conditions contained in any App Terms of Service which may be

imposed or required by Third Party Developer of such Third Party Application. If there is a conflict between the Mandatory Service Terms and App Terms of Service, the Mandatory Service Terms will control. Third-Party Developers can enforce the App Terms of Service, including the Mandatory Service Terms, against You. IJJC Corp is not a party to the App Terms of Service for any Third Party Application. For clarity, IJJC Corp is a party to the Master Subscription Agreement if IJJC Corp is the Application publisher.

Mandatory Service Terms:

(a) Third Party Developer is the licensor of the Application, and IJJC Corp is not a party to the App Terms of Service.

(b) Except as otherwise limited by any App Terms of Service imposed or required by Third Party Developer, Third Party Developer grants You a perpetual, worldwide, non-exclusive, non-transferable, and non-sublicensable license to access, deploy, use, and integrate the Application in connection with Your active Account for a Service.

(c) Any information that Third Party Developer collects, stores, and processes from You or the systems You use to access or deploy the Application, including Service Data, will be subject to the App Terms of Service, privacy notice, or similar terms that Third-Party Developer provides to You, and will not be subject to the IJJC Corp Privacy Policy.

(d) You may not modify, reverse engineer, decompile, or disassemble the Application in whole or in part or create any derivative works from or sublicense any rights in the Application unless otherwise expressly authorized in writing by Third-Party Developer.

(e) Each of You and the Third Party Developer shall maintain all rights, title, and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property or proprietary rights (collectively, "IP Rights"). The rights granted to You to use the Application under these App Terms of Service do not convey any additional rights in the Application or Third Party Service or any

associated IP Rights. Subject only to limited rights to access and use the Application as expressly stated herein, all rights, title, and interest in and to the Application and all hardware, software, and other components of or used to provide the Application, including all related IP Rights, will remain with and belong exclusively to Third-Party Developer.

Third-Party Developer could have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate into the Application or otherwise use any suggestions, enhancement requests, recommendations, or other feedback it receives from You.

-End of Mandatory Service Terms-

3.2 You at this moment acknowledge and authorize IJJC Corp to, in connection with Your access to or deployment of one or more Third-Party Application(s), provide Third-Party Developer with any information provided by You as requested by Third Party Developer in connection with such deployment or access (including, without limitation, Your name, company name (if any), addresses (including e-mail address) and phone number), as required.

3.3 You agree that Third Party Developer and IJJC Corp may collect and use technical data and related information, including, without limitation, technical information relating to Your Account, systems, and use of the Application, that is gathered periodically to facilitate the provision of software updates, product support, marketing efforts, and other services to You related to the Application or a Service. Third-Party Developer and IJJC Corp may use this information to improve its products or provide services or technology to You (including concerning IJJC Corp, the Marketplace, and the Service).

3.4 If You evaluate or deploy or access Third Party Applications, those Third Party Applications and Third-Party Developers of such Third Party Applications may be able to obtain access to Service Data and store, process, and transmit Service Data outside of the Service. Such access may result in the disclosure, modification, or deletion of Service Data by those Third Party Developers or the Third Party Applications. Further, Third Party Developer, IJJC Corp,

and their agents and partners may collect and use data about Your configuration or use of the Application(s) or the Service. IJJC Corp is not responsible for any transmission, collection, disclosure, modification, use, or deletion of Service Data, as described in this paragraph, by or through Third Party Applications or Third Party Developers.

3.5 THE MARKETPLACE AND ALL APPLICATIONS, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. Ijjcorp EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

YOU ACKNOWLEDGE THAT IJJC Corp DOES NOT WARRANT THAT THE MARKETPLACE OR APPLICATIONS WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM IJJC Corp OR THROUGH THE MARKETPLACE OR APPLICATIONS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

3.6 You agree to indemnify and hold IJJC Corp and its affiliates, officers, agents, and employees harmless from any claims by third parties and any related damages, losses, or costs (including reasonable attorney charges) arising out of Your use of the Marketplace or any Applications, Your violation of these Terms of the Master Subscription Agreement, Your violation of any rights of a third party or otherwise connected to the Terms.

3.7 You represent and warrant that You will use the Marketplace and Applications in compliance with all applicable laws.

3.8 Each party shall maintain all rights, title, and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You to use the Marketplace under these Terms do not convey any additional rights in the Marketplace

or Service or any Intellectual Property Rights associated in addition to that. Subject only to limited rights to access and use the Marketplace as expressly stated herein, all rights, title, and interest in and to the Marketplace and all hardware, software, and other components of or used to provide the Marketplace, including all related Intellectual Property Rights, will remain with and belong exclusively to IJJC Corp. IJJC Corp shall have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, or incorporate into the Service or Marketplace. Any suggestions, enhancement requests, recommendations, or other feedback it receives from You.

3.9 Third Party Developer shall provide any support and maintenance of the Third Party Applications, and only to the extent described in the App Terms of Service or as otherwise communicated to You. You agree and acknowledge that IJJC Corp has no responsibility for providing such support and maintenance. Failure of Third Party Developer to provide support and maintenance will not entitle You to any refund of fees paid, if any, for the Application or the Service.

- **GENERAL**

4.1 The Service, the Marketplace, Applications, and other software or components of the Service which IJJC Corp or a Third Party Developer may provide or make available to You, Agents, or End-Users may be subject to US export control and economic sanctions laws. You agree to comply with all such laws and regulations related to access to and use of the Service, the Marketplace, Applications, and other components by You, Agents, and End-Users. You shall not access or use the Service, the Marketplace, or any Application prohibited in any jurisdiction, where the provisions of the Marketplace or any Applications or other components are under the US or other applicable laws or regulations (a "Prohibited Jurisdiction"). You shall not provide access to the Service, Marketplace, or Application to any government, entity, or individual

in any Prohibited Jurisdiction. You represent, warrant, and covenant that (a) You are not on any US government list of persons or entities prohibited from receiving US exports or transacting with any US person; (b) You are not a national of or a company registered in, any Prohibited Jurisdiction; (c) You shall not permit Agents or End-Users to access or use the Marketplace or any Application in violation of any US or other applicable export embargoes, prohibitions or restrictions; and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You, Agents and End-Users are located.

4.2 Your rights under these Terms will automatically terminate without notice from IJJC Corp if You fail to comply with the Terms. In case of such termination, You must cease using the Marketplace and the Applications. IJJC Corp may immediately revoke Your access to the Marketplace and Applications without notice and refund of any fees.

4.3 UNDER NO CIRCUMSTANCES AND NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WITH EITHER PARTY TO THESE TERMS OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THESE TERMS, THE SERVICE, THE MARKETPLACE OR AN APPLICATION, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, IJJC Corp's AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH YOUR ACCESSING OR DEPLOYMENT OF ANY APPLICATION, OR USE OR EMPLOYMENT OF THE SERVICE OR MARKETPLACE, SHALL IN NO EVENT EXCEED THE LESSER OF ONE HUNDRED DOLLARS (\$100.00) OR THE AMOUNTS PAID BY YOU

FOR USE OF THE APPLICATION DURING THE TWELVE (12) MONTHS before THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND IJJC Corp HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE MARKETPLACE AND APPLICATIONS PROVIDED FOR IN THESE TERMS.

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, IJJC Corp's LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

4.4 These Terms shall be governed by the laws of the State of California without regard to conflict of laws principles. You, at this moment, expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, San Francisco County, to resolve any dispute relating to the Terms or access to or use of the Marketplace or Applications by You, Agents or End-Users.

4.5 If You believe that any Application or other content in the Marketplace violates Your copyright, please notify IJJC Corp's copyright agent in writing accordance with IJJC Corp's Copyright Infringement Notice & Takedown Policy, a current version found [here](#).

4.6 All notices to be provided by IJJC Corp to You under these Terms may receive in writing (a) by nationally recognized overnight delivery service ("Courier") or US mail to the contact mailing address provided by You on any Form, or (b) electronic mail to the electronic mail address provided for Your Account owner. In writing, you must notify us by Courier or US mail at the following address: IJJC Corp, Attn: [Law Offices of Gary L. Blum](#), 3278 Wilshire Boulevard, Suite 603, Los Angeles, CA 90010, USA. All notices shall be deemed to have been given immediately upon delivery by electronic mail if otherwise delivered upon receipt or, if

earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

4.7 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms or Your rights under these Terms or delegate performance of Your duties under these Terms without IJJC Corp's prior consent, which consent will not be unreasonably withheld. IJJC Corp may, without Your consent, assign its agreement with You to any member of the IJJC Corp Group or in connection with any merger or change of control of IJJC Corp or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations under these Terms. Subject to the preceding restrictions, these Terms will be fully binding upon, inure to the benefit of, and enforceable by the parties and their respective successors and assigns.

4.8 These Terms constitute the entire agreement and supersede all prior agreements between You and IJJC Corp concerning Your use and access to the Marketplace. These Terms shall apply instead of the terms or conditions in any purchase order or other order documentation You or any Entity, which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments, which may be relied upon by either party concerning to the Marketplace.

4.9 We may amend these Terms occasionally, in which case the new Terms will supersede prior versions. We will notify You not less than ten (10) days before the effective date of any such amendment. Your continued use of Applications and the Marketplace following the effective date of any such amendment may be relied upon by IJJC Corp as Your consent to any such modification. IJJC Corp's failure to enforce any provision of these Terms at any time does not constitute a waiver of that provision or any other provision of the Terms.

4.10 If any court revises a provision in these Terms of competent jurisdiction to be unenforceable, such provision modifications by the court and interpreted to best accomplish the original condition

to the fullest extent permitted by law. The remaining provisions of these Terms shall remain in effect.

4.11 The parties are independent contractors. Accordingly, these Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship among the parties.

4.12 If You are a US federal government department or agency or contracting on behalf of such department or agency, the Marketplace, and Applications are "Commercial Items" as that term is defined at 48 CFR §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 CFR §12.212 or 48 CFR §227.7202.

While will also be consistent with 48 CFR §12.212 or 48 CFR §227.7202-1 through 227.7202-4; as applicable, the Marketplace and the Applications are licensed to You with only those rights provided under the terms and conditions of these Terms.