

MARQ Folio

Terms of Service

Effective July 24, 2025

These Terms of Service (these “Terms”) are between Marq Vision Inc., a Delaware corporation (“Marq Vision”) and you (“Customer” or “you” or “your”), and govern your use of the MARQ Folio Services (defined below) in connection with the Order Form (together with all schedules and attachments thereto, the “Order Form”, and together with these Terms, the “Agreement”) entered into between Customer and Marq Vision.

By signing an Order Form, by accessing or using the MARQ Folio Services, or clicking through on the Marq Vision Platform or website, you acknowledge that you have read, understood, have the authority to, and agree to be bound by the Agreement. If you are entering into the Agreement on behalf of your business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to the Agreement, in which case the terms “you” or “your” shall also refer to such entity and its affiliates.

You also understand and acknowledge that your personal information will be collected, used, and otherwise processed in accordance with our Privacy Policy, available at <https://www.marqvision.com/privacypolicy>. Marq Vision reserves the right to modify these Terms and will provide notice of these changes as described below. If any change or revision to these Terms is not acceptable to you, your only remedy is to stop using the MARQ Folio Services and send a cancellation email to contact@marqvision.com. Otherwise, you will be bound by the changed or revised Terms. Marq Vision may provide ten (10) days prior notice of major changes by posting a notice on the website at <https://www.marqvision.com/> or on the Platform. Your use of the MARQ Folio Services ten (10) days after the posting of such notice shall constitute full acceptance of the revised or changed terms.

These Terms apply to all visitors, users, and others who access the MARQ Folio Services (“Users”).

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 12.2 (THE “CLASS ACTION/JURY TRIAL WAIVER”). TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING.

1. Our Service

Marq Vision provides a cloud-based software platform (the “Platform”) that assists Users in filing trademark applications, including through facilitating access to third-party legal service providers. Providing access to the MARQ Folio Services (for clarity, including the Platform) is not legal advice and there is no attorney-client relationship between you and Marq Vision. Marq Vision is not a law firm and does not provide any legal advice. At no time is an attorney-client relationship or any other special relationship created between you and Marq Vision, its affiliates, or its or their employees, directors, officers and representatives, and any information you provide to Marq Vision is not protected by

attorney-client privilege or as an attorney work product. For the avoidance of doubt, the MARQ Folio Services do not include any legal representation or initiation of any legal proceedings (including making any claims or complaints to or before any court or judicial body).

YOU ACKNOWLEDGE THAT MARQ VISION PROVIDES ONLINE TOOLS AND MATERIALS TO ASSIST YOU WITH THE PREPARATION, EXECUTION AND FILING OF YOUR OWN TRADEMARK APPLICATIONS AND RELATED INFORMATION AND TO FACILITATE YOUR ACCESS TO THIRD-PARTY LEGAL SERVICE PROVIDERS. ANY MATERIALS AVAILABLE THROUGH THE MARQ FOLIO SERVICES, INCLUDING ANY DESCRIPTIONS, INFORMATION AND OTHER HELP RESOURCES (COLLECTIVELY, THE "INFORMATIONAL MATERIALS") ARE FOR INFORMATIONAL PURPOSES ONLY; THEY ARE NOT LEGAL ADVICE AND ARE NOT GUARANTEED TO BE CORRECT, COMPLETE OR UP-TO-DATE. YOU UNDERSTAND THAT MARQ VISION'S PROVISION OF THE MARQ FOLIO SERVICES TO YOU IS NEITHER LEGAL ADVICE NOR THE PRACTICE OF LAW, AND THAT THE INFORMATIONAL MATERIALS ARE NOT CUSTOMIZED TO YOUR PARTICULAR NEEDS.

1.1 Eligibility

This is a contract between you and Marq Vision. You must read and agree to these Terms before using the Platform or any other MARQ Folio Services. If you do not agree, you may not use the MARQ Folio Services. You may use the MARQ Folio Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the MARQ Folio Services by anyone under 18 is strictly prohibited and in violation of these Terms. Individuals authorized by you to access the MARQ Folio Services (each an "Authorized Representative") may submit content or information that constitutes User Content (defined below), and you will have the sole right and responsibility for managing your use of it. You will be solely responsible for all of the acts and omissions of your Authorized Representatives in relation to the MARQ Folio Services and the Agreement. You will (i) inform Authorized Representatives of all your policies and practices that are relevant to their use of the MARQ Folio Services; and (ii) obtain all rights, permissions or consents from Authorized Representatives and your other personnel that are necessary to grant the rights and licenses in the Agreement and for the lawful use and transmission of User Content and the operation of the MARQ Folio Services.

1.2 Limited License

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the MARQ Folio Services for your internal, noncommercial use only and as permitted by the features of the MARQ Folio Services. Marq Vision reserves all rights not expressly granted herein. Marq Vision may terminate this license at any time for any reason or no reason.

1.3 User Accounts

To access most features of the MARQ Folio Services, you must register for an account. Your account (your "User Account") gives you access to the services and functionality that we may establish and maintain from time to time and at our sole discretion. You may never share or use another User's User Account without permission. When creating your User Account, you may be required to provide some information about yourself, such as a username, email address, or other contact information. You must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your User Account. When you register, you will be asked to provide a password. You must keep your User Account password secure. You must notify Marq Vision

immediately of any breach of security or unauthorized use of your User Account. Marq Vision will not be liable for any losses caused by any unauthorized use of your User Account. You may control your profile and how you interact with the MARQ Folio Services by changing the settings in the “My account” section of the Platform. By providing your email address you consent to Marq Vision using the email address to send you MARQ Folio Service-related notices, including any notices required by law, in lieu of communication by postal mail. Marq Vision may also use your email address to send you other messages, such as changes to features of the MARQ Folio Services and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your “My account” section of the Platform. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

1.4 Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the MARQ Folio Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the MARQ Folio Services in a manner that sends more request messages to the Marq Vision servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the MARQ Folio Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the MARQ Folio Services; (vii) collecting or harvesting any personally identifiable information, including account names, from the MARQ Folio Services; (viii) using the MARQ Folio Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the MARQ Folio Services; (xi) accessing any content on the MARQ Folio Services through any technology or means other than those provided or authorized by Marq Vision; or (xii) bypassing the measures Marq Vision may use to prevent or restrict access to the MARQ Folio Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Platform or the content therein.

1.5 Customer Cooperation

You acknowledge that Marq Vision’s ability to deliver the MARQ Folio Services to you is dependent upon your ongoing cooperation and assistance. You will provide Marq Vision, on a timely basis, all information, materials, and assistance reasonably necessary for Marq Vision to provide the MARQ Folio Services. Marq Vision will not be responsible for delays or losses resulting from your failure to fully comply with the foregoing.

1.6 Changes to the MARQ Folio Services

Marq Vision may, without prior notice, change the MARQ Folio Services; stop providing the MARQ Folio Services or features of the Platform, to you or to Users generally; or create usage limits for the MARQ Folio Services. Marq Vision may permanently or temporarily terminate or suspend your access to the MARQ Folio Services without notice and with no liability of any kind, including if in Marq Vision’s sole determination you violate any provision of these Terms. Upon termination for any reason or no reason, you continue to be bound by these Terms. Any data, account history and account content residing on the servers running the MARQ Folio Services may be deleted, altered, moved or transferred at any time for any reason in our sole discretion, with or without notice and with no liability of any kind.

1.7 Beta Products

Occasionally, we look for beta testers to help us test our new features. These features will be identified as “beta” or “pre-release,” or words or phrases with similar meanings (each, a “Beta Product”). Beta Products are made available on an “as is,” and “as available” basis and, to the extent permitted under applicable law, without any warranties or contractual commitments we make for the MARQ Folio Services.

1.8 Trial Products and Services

Occasionally, we may offer certain services on the Platform for temporary “trial” periods. These services will be identified as “trials” or words or phrases with a similar meaning (each a “Trial Service”). Trial Services are made available at our sole discretion and we are under no obligation to guarantee your continued access to any Trial Service. You acknowledge and understand that we may withdraw your access to any Trial Service at any time for any reason.

1.9 Service Location

The MARQ Folio Services are primarily controlled and operated from facilities in the United States. Marq Vision makes no representations that the MARQ Folio Services are appropriate or available for use in other locations. Those who access or use the MARQ Folio Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the MARQ Folio Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the MARQ Folio Services are solely directed to individuals, companies, or other entities located in the United States.

2. Third-Party Services

The Platform may allow you to access and use certain optional third-party services or products (e.g., third-party legal services) through or with your use of the MARQ Folio Services (“Third-Party Services”). You are under no obligation to use any Third-Party Services. Providers of Third-Party Services have no obligation to provide the Third-Party Services, and Marq Vision makes no warranty regarding any such provider’s actions or inactions, including, without limitation, a provider’s decision not to work with you or a provider’s unavailability for any reason. You agree that the terms of this Agreement apply to any User Content (defined below) provided by Marq Vision to a Third-Party Service provider, in connection with the Third-Party Services. Notwithstanding the foregoing, for purposes of this Agreement, such Third-Party Services are subject to their own terms and conditions. IF YOU USE ANY THIRD-PARTY SERVICES, MARQ VISION WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PROVIDER OF SUCH THIRD-PARTY SERVICES. MARQ VISION DOES NOT WARRANT OR PROVIDE DIRECT SUPPORT FOR ANY THIRD-PARTY SERVICES. YOU ACKNOWLEDGES AND AGREE THAT MARQ VISION WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY USERS IN CONNECTION WITH ANY THIRD-PARTY SERVICES.

Customer represents and warrants that: (i) it will not use the Third-Party Services in bad faith, and (ii) it will only use the Third-Party Services regarding certain trademark application preparation and filing if Customer has a good faith belief in the veracity of the claims related to such filings, and not for the purposes of harassment, unfair competition, overreach, or other unlawful purposes.

3. User Content

3.1 Definition

Some areas of the Platform allow Users to submit, post, display, provide, or otherwise make available content such as profile information, images, text, comments, questions, and other content or information. Any such materials, including any data, information other content, in any form or medium, that a Customer submits, posts, displays, provides, or that is otherwise received, directly or indirectly (including via a third-party provider), from Customer (including from an Authorized Representative on Customer's behalf) by or through the Platform, or provided by Customer to Marq Vision to input into the Platform is referred to as "User Content." You are solely responsible for the accuracy, content and legality of all User Content. By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the MARQ Folio Services you represent and warrant to Marq Vision that you have sufficient rights in the User Content to grant the rights granted to Marq Vision in Section 3.2 below and that the User Content does not infringe or otherwise violate the rights of any third party.

3.2 Rights to User Content

MARQ VISION CLAIMS NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT REMAINS YOURS. By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Platform, you expressly grant to Marq Vision a non-exclusive, worldwide, irrevocable, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free right and license to use, copy store, transmit, modify, and display the User Content in order to: (i) provide the MARQ Folio Services to you; (ii) facilitate the provision of the Third-Party Services to you; (iii) perform such other actions as authorized or instructed by you in writing (email to suffice); and (iv) improve Marq Vision's products and services, to develop new products and services, and for its other internal business purposes.

Customer agrees that Marq Vision may create and use de-identified data related to Customer's use of the MARQ Folio Services in order to improve Marq Vision's products and services, to develop new products and services, and for its other business purposes (and such de-identified data will be owned by Marq Vision).

3.3 Warranties Regarding User Content

For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with the User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the MARQ Folio Services and these Terms, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.

- Your User Content and Marq Vision's use thereof as contemplated by these Terms will not violate any law or violate, misappropriate or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- You will not upload or make available through the Platform: nudity or other sexually suggestive content; hate speech, threats or direct attacks on an individual or group; abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful racially, ethnically, or otherwise objectionable content; fake or impostor profiles; illegal content or content in furtherance of harmful or illegal activities; malicious programs or code; any person's personal information without their consent; and/or spam, machine-generated content, or unsolicited messages.
- To the best of your knowledge, all your User Content and other information that you provide to Marq Vision is truthful and accurate.

Marq Vision takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available through the MARQ Folio Services.

4. Marq Vision's Proprietary Rights

Except for your User Content, the MARQ Folio Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music (the "Marq Vision Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Marq Vision and its licensors (including other Users who post User Content to the Platform). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Marq Vision Content. Use of the Marq Vision Content for any purpose not expressly permitted by these Terms is strictly prohibited.

If Customer or any of its Authorized Representatives, employees or contractors sends or transmits any communications or materials to Marq Vision by mail, email, telephone, or otherwise, suggesting or recommending changes regarding the MARQ Folio Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Customer hereby grants to Marq Vision a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate such Feedback.

5. Paid Services

5.1 Billing Policies

Certain aspects of the MARQ Folio Services may be provided for a fee or other charge. If you elect to use a paid subscription tier of the MARQ Folio Services, you agree to the pricing and payment terms for such tier communicated to you directly or through the Platform. These fees are subject to change based on a variety of factors. Marq Vision will notify you in writing through the Platform before any changes in the

fees take place. Fees for a la carte services must be paid in full at the time of purchase using a valid payment method.

5.2 Annual Subscription Commitment; Refunds; Cancellation

Subscriptions to the MARQ Folio Services require an annual commitment that auto-renews every 12 months unless you provide written notice of your intention not to renew at least 30 days before the applicable renew date. If you upgrade to a higher subscription tier, the renew date will be 12 months from the date of the upgrade. You may cancel your User Account at any time; however, there are no refunds for cancellation or downgrading to a lower tier except as explicitly set forth in this Section 5.2. While annual subscriptions are billed monthly, Customer must pay the remaining balance for the then-current annual period upon any early termination. In the event Marq Vision suspends or terminates your User Account or these Terms for your breach of these Terms, you understand and agree that you shall receive no refund or exchange for any Marq Vision Service, any content or data associated with your User Account, or for anything else. Notwithstanding the foregoing, Customer may receive a pro-rata refund of any unused pre-paid fees if Marq Vision determines that a change in the scope of the MARQ Folio Services provided to Customer is necessary, in Marq Vision's discretion, and such change results in a change in the associated fees as communicated to you through the Platform. The fees include service fees for the Marq Vision, service fees for legal service providers, and government fees.

5.3 Payment Information; Taxes

Except as otherwise communicated to you through the Platform, the fees are payable by credit card or other payment method permitted by Marq Vision from time to time, payment will be in USD, and you authorize Marq Vision to charge your credit card or bank account for all such fees. Customer further authorizes Marq Vision to use a third party (such as, but not limited to, Stripe, Inc., whose terms of service are available at <https://stripe.com/legal/ssa>) to process payments, and consents to the disclosure of Customer's payment information to such third party. Such third-party payment processor's services may be subject to additional terms of service and privacy policies, and you should review these terms of service and privacy policies to confirm that you agree with them. All information that you provide in connection with a purchase or transaction must be accurate, complete, and current. You agree to pay all charges incurred by users of your payment method used in connection with a purchase or transaction or other monetary transaction interaction at the prices in effect when such charges are incurred. You will pay all applicable taxes, if any, relating to any such purchases and transactions.

5.4 Payments from Marq Vision

Marq Vision reserves the right to withhold payment or charge back to your User Account pursuant to Section 5.2 or Section 10, any amounts otherwise due to Marq Vision under these Terms or amounts due to any breach of these Terms by you, pending Marq Vision's reasonable investigation of such breach. Marq Vision also reserves the right to withhold payment or charge back to your User Account any amounts subject to dispute, such as in the case of credit card charge backs, pending successful resolution of the dispute. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your User Account, which includes without limitation applicable tax information. If we believe that we are obligated to obtain tax information and you do not provide this information to us after we have requested it, we may suspend your access to the MARQ Folio Services until you provide this information or otherwise satisfy us that you are not a person or entity from whom we are required to obtain tax information. If you dispute any payment made hereunder, you must notify Marq Vision in writing within thirty (30) days of when such payment was originally due. Failure to timely notify Marq Vision shall result in the waiver by you of any claim relating to

such disputed payment. Payment shall be calculated solely based on records maintained by the Marq Vision.

6. Emailing

You will receive administrative communications from the Marq Vision from time to time using the email address or other contact information you provide. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the MARQ Folio Services to which you have subscribed. You may also receive promotional emails from Marq Vision and its partners.

7. Security

The integrity and security of your personal information is important to Marq Vision. Marq Vision uses commercially reasonable physical, managerial, and technical safeguards designed to preserve the integrity and security of your personal information and implement your privacy settings. However, Marq Vision cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8. Third-Party Links and Information

The MARQ Folio Services may contain links to third-party materials that are not owned or controlled by Marq Vision. Marq Vision does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Platform or share User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Marq Vision's Privacy Policy do not apply to your use of such sites. You expressly relieve Marq Vision from any and all liability arising from your use of any third-party website, service, or content.

The Platform may include certain open source components that are subject to open source licenses ("Open Source Software"), in which case, the embedded Open Source Software is owned by a third party. The Open Source Software is not subject to the terms and conditions of this Agreement. Instead, each item of Open Source Software is licensed under its applicable license terms which accompanies such Open Source Software. Nothing in this Agreement limits your rights under, nor grants you rights that supersede, the terms and conditions of any applicable license terms for the Open Source Software. Any fees charged by the Marq Vision in connection with the Platform, do not apply to the Open Source Software for which fees may not be charged under the applicable license terms.

9. Indemnity

You agree to defend, indemnify and hold harmless Marq Vision and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the MARQ Folio Services, including any data or content transmitted or received by you; (ii) your violation of

any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your User Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the MARQ Folio Services with your unique username, password or other appropriate security code.

10. No Warranty

THE MARQ FOLIO SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE MARQ FOLIO SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MARQ FOLIO SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MARQ VISION OR THROUGH THE MARQ FOLIO SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, MARQ VISION, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE MARQ FOLIO SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE MARQ FOLIO SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE MARQ FOLIO SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MARQ FOLIO SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE MARQ FOLIO SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MARQ VISION, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE MARQ Folio SERVICES. UNDER NO CIRCUMSTANCES WILL MARQ VISION BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE MARQ Folio SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARQ VISION ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF

CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE MARQ Folio SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF PLATFORM OR ITS SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE MARQ Folio SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE MARQ Folio SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE PLATFORM; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL MARQ VISION, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO MARQ VISION HEREUNDER DURING THE 12-MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MARQ VISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

12.1 Governing Law

You agree that: (i) the MARQ Folio Services shall be deemed solely based in Delaware; and (ii) the MARQ Folio Services shall be deemed passive activity that does not give rise to personal jurisdiction over Marq Vision, either specific or general, in jurisdictions other than Delaware. These Terms shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights.

12.2 Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE MARQ FOLIO SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS

WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND MARQ VISION AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER MARQ VISION USERS. YOU AND MARQ VISION FURTHER AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND MARQ VISION ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

13. General

13.1 Construction

The headings in these Terms are for reference only and shall not affect the interpretations of these Terms. The terms "for example," "including" and/or "includes" shall be deemed to mean "for example, but not limited to," "including, but not limited to" or "includes, but is not limited to," as applicable.

13.2 Publicity

Except as otherwise agreed in writing (email to suffice), neither party may use the other party's name, logos or marks without such party's written pre-approval in each case; provided that Marq Vision may use Customer's name and logo on Marq Vision's web site and in Marq Vision promotional materials to identify Customer as a Marq Vision customer.

13.3 Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Marq Vision without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

13.4 Notification Procedures and Changes to these Terms

Marq Vision may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Marq Vision in our sole discretion. Marq Vision reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Marq Vision is not responsible for any automatic filtering you or your network provider may apply to email notifications sent to the email address you provide us. Marq Vision may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. Your continued use of the MARQ Folio Services after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the MARQ Folio Services.

13.5 Entire Agreement/Severability

These Terms, together with any amendments and any additional agreements you may enter into with Marq Vision in connection with the MARQ Folio Services, shall constitute the entire agreement between

you and Marq Vision concerning the MARQ Folio Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

13.6 No Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Marq Vision's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

13.7 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services.

13.8 Subcontractors

Marq Vision may use the services of subcontractors for performance of services under this Agreement, provided that Marq Vision remains responsible for such subcontractors' compliance with the terms of this Agreement.

13.9 Independent Contractors

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.10 Contact

Please contact us at marq.folio@marqvision.com with any questions regarding these Terms.