

**RECYCLE GLOBAL EXCHANGE
PLATFORM TERMS OF SERVICE AGREEMENT**

Revised and Effective as of August 3, 2020

Welcome to the Recycle Global Exchange Platform, an online marketplace platform (the “Platform”) that facilitates recycling transactions by connecting customers that have information technology equipment and data recycling needs (each a “Customer” and collectively, “Customers”) with recycling providers (collectively, “Vendors”), consisting of (i) Vendors who have received a certificate of compliance stating that the Vendor satisfies all recycling standards promulgated by Sustainable Electronics Recycling International (“SERI”) or EStewards (“Certification Standards”) (each, a “Certified Vendor”) and (ii) Vendors who are not Certified Vendors, but who can fulfill Jobs (defined below) where a Certified Vendor is not required (each a “Non-Certified Vendor”). The Platform resides on this website (the “Website”) and any associated mobile applications (the “Applications”). The Platform, Website, and Applications (collectively, the “Program”) are owned and operated by Recycle Global Exchange, LLC, a Colorado limited liability company (“RGX”) or any successor entity.

This Terms of Service Agreement (this “Agreement”) is a legally binding agreement between the User (“User” or “You”) and RGX (each a “Party” and collectively the “Parties”) and governs the User’s access to and use of the Program. If You are entering into this Agreement on behalf of an entity, You represent and warrant that you have the legal authority to bind that entity as the User.

All Users must comply with this Agreement as a condition of access to and use of the Program. RGX reserves the right, in its sole discretion, to revise, update, modify, add to, or delete from this Agreement (collectively, “Modifications” or “Modify”) at any time in its sole discretion. Your use of the Program after any such Modifications shall be conclusive evidence of Your acceptance of the Modified Agreement.

This Agreement incorporates by references the following forms of agreement or policies and form a part hereof:

- This Agreement
- Transaction Terms and Conditions (and related SOWs)
- RGX Privacy Policy

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING THE PROGRAM, EACH USER AGREES TO BE BOUND BY THIS AGREEMENTS AND ITS ADDENDA, SCHEDULES, AND EXHIBITS.

1. Scope of Services:

a. Platform. The Platform enables RGX, Customers, and Vendors to interact through the Platform, including to enter into business transactions relating to the disposal or recycling of recyclable or waste materials (“Disposal Materials”), and related services (collectively, “Transactions”). The Platform permits Customers to post Jobs for Transactions (“Jobs”) to the Platform for Vendors to make bids to fulfill the Jobs (“Bids”) on the Platform, and the Customer to formally accept Bids by confirming the Bid (“Confirmation”), and for the Customer and Vendor to close the Transaction using the tools on the Platform (“Closing”). The Platform also allows Users and RGX to post or share

communications, information, data, text, graphics, messages, tags, meta-data, and images (including Jobs, Bids, and Confirmations)(collectively, “Content”). Content posted by Users is called “User Content”, and content posted by RGX is called “RGX Content”. Each User is responsible for its User Content. RGX is responsible for RGX Content and RGX;s Privacy Policy does not apply to User Content.

b. License and Restrictions.

i. Accounts and Access. To use the Platform, each User must create an account (an “Account”). The Account gives the User access to the Platform and functionality. We maintain different types of accounts with different features for different types of Users. If a User connects to the Website through a third-party service (such as Google or social media sites), the User grants RGX permission to access and use the User’s information from that service. RGX reserves the right to accept or reject any User in its sole discretion.

ii. Account Information and Management. To open an Account, You must maintain complete and accurate Profile Information and Payment Account (defined below) information (collectively your “Account Information”). “Profile Information” is the information that you supply to complete a profile, which typically includes your name, email address, phone number, business type (whether a Customer or a Vendor), information about the User, and hours or operation. Customers and Vendors may be required to submit different Profile Information. The person creating the Account on behalf of a User must designate an “Administrator” for the Account and represents that such person is authorized to create the Account on behalf of the User. Users are solely responsible for their Account Information. We reserve the right to remove or reclaim any usernames at any time and for any reason. Account Information will be held and used in accordance with our Privacy Policy [*insert hyperlink to Privacy Policy*]. You consent to the collection, use and disclosure of your Account Information, User Content and means other data that we collect in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform, subject to our Privacy Policy.

2. Use of Program.

a. License Grant for Program. RGX grants each User a non-exclusive, non-transferable, revocable, limited license solely for the period the User’s Account is active, to access and use the Platform and to install and run one copy of the Application on a single mobile device (the “License”). The License allows the User to use the Platform strictly in accordance with this Agreement. Use of the Platform other than as specifically authorized herein is strictly prohibited and could terminate the License. The Administrator may extend authorizations to “Authorized Persons” and “Team Members” who may use the User’s Account and to designate specific permissions for Authorized Persons and Team Members. Authorized Persons and Team Members must complete their own profiles. Each User is responsible for its Authorized Persons and Team Members use of the Account.

b. Restrictions. In using the Program, Users may not:

i. copy, print, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise transfer any Content (other than their own User Content);

ii. create compilations or derivative works of any Content or data, software, network structure or other component of the Program;

- iii. use Content in any manner that may infringe any Intellectual Property Right (defined below), or proprietary property, or privacy right of RGX, any User or third party;
- iv. remove, change, or obscure any copyright or other proprietary notice;
- v. make any portion of the Program or any Content available through any timesharing system, service bureau, or similar technology;
- vi. remove, decompile, disassemble, reverse engineer, or attempt to discover source code for any software;
- vii. use the Program for advertising or solicitation (other than in connection with Transactions) or transmitting unsolicited commercial email, spam, chain letters, junk e-mail, invalid domain names, deceptive addresses; or unsolicited telephone calls or facsimile transmissions;
- viii. use the Platform in a manner that violates any law, rule, regulation or order of any court or other governmental authority (collectively, "Laws");
- ix. circumvent, disable, damage, or interfere with security-related features;
- x. institute, assist, or transmit Content that promotes any virus, worm, malware, spyware, or similar attacks;
- xi. attempt to gain unauthorized access to the Platform, other User's Accounts, or networks connected;
- xii. post Content that is abusive, threatening, obscene, bullying, demeaning, defamatory, libelous, racially, sexually, or religiously objectionable, contains nudity, excessive violence or offensive subject matter, or is likely to harass, abuse, or harm another person or group of persons;
- xiii. bypass any robot exclusion headers or other measures to restrict access to the Platform or use any robot, software, technology, or device to send content or messages, scrape, spider or crawl the Program, or manipulate data;
- xiv. attempt to solicit personal information from other Users or collect, harvest or post anyone's private information, identification documents, or financial information; or
- xv. upload or transmit any material that acts as an information collection or transmission mechanism, including, without limitation clear graphics interchange formats ("gifs"), pixels, web bugs, cookies or other similar devices ("spyware," "passive collection mechanisms" or "pcms").

3. Term and Termination.

a. Initial Term and Renewal Terms. This Agreement shall be effective on the date that the Account is opened (the "Effective Date") and shall continue in effect until the Account terminates or expires. The Account shall expire on the first anniversary of the Effective Date (the "Initial Term"), provided however that the Account shall automatically renew for additional periods of one-year each

(each a “Renewal Term”) on each anniversary of the Effective Date (each a “Renewal Date”) upon User’s payment of annual fees to renew the Account for each Renewal Period (“Access Fees”) paid before the applicable Renewal Date. Any User has the right to not renew the Agreement for any Renewal Term by not paying the Access Fees before the applicable Renewal Date. RGX has the right to not renew this Agreement for any Renewal Term in its sole and absolute discretion by delivering written notice to the applicable User and not accepting Access Fees. However, if RGX accepts Access Fees for a Renewal Term, it must honor the Renewal Term. Each Renewal Term will be automatically effective as of the Renewal Date. Activation of a Renewal Term shall constitute the User’s agreement to the version of this Agreement then in effect, and continued use of the Platform constitutes ratification of this Agreement.

b. RGX Termination. RGX may limit, suspend, terminate, modify, or delete the User Accounts or access to the Program for any of the following reasons by providing written notice thereof (which may be by email):

1. User violates this Agreement;
2. Any representation or warranty made by the User were false or misleading when made or became false or misleading and were not promptly corrected.
3. RGX determines that continuation of the Account presents a danger, threat, or harassment to RGX, any other User, any other third party;
4. The Program is terminated or suspended, which RGX may do in its sole discretion at any time.
5. RGX has reasonable basis to believe that the User has:
 - a. misappropriated, misused, or disclosed RGX’s trade secrets or confidential, proprietary information;
 - b. attempted or plans to attempt to enter into a business that competes with RGX or provides a similar platform and marketplace for recycling services; or
 - c. attempts to circumvent RGX by contracting directly with other Users for similar transactions found by using the Platform without payment of applicable Transaction Fees to RGX or without utilizing the Platform.
 - d. illegally or improperly used of the Program, creating risk of possible legal liabilities, or RGX’s, other Users or third-party Intellectual Property Rights.

c. Effect of Termination. Any such termination shall be effective as of the date stated in the applicable notice, or if no date is specified, then last day of the then applicable Term (the “Termination Date”). Upon the Termination Date, User’s access to the Platform will be discontinued and User will remain liable for any then due and outstanding Access Fees, and performance of all outstanding SOWs as of the Termination Date, which shall remain in full force and effect until completed. Termination of a User’s Account can include disabling User’s access to the Platform and its User Content. Upon termination of a User’s Account, RGX will delete or destroy the User’s Account Information. RGX does not

control Account Information or User Content shared others and will not be able to delete it from recipients with whom it was shared.

4. Transactions. Users and RGX may utilize the Platform to engage in recycling transactions ordered by a Customer, performed by a Vendor, and coordinated through the Platform (each a “Transaction” and collectively, “Transactions”); provided however, that all Transactions are subject to and governed by the Transaction Terms and Conditions which can be found here [[insert hyperlink](#)] (the “Terms”). By agreeing to this Agreement, or by using the Platform, RGX and Users hereby approve and agree to be bound by the Terms as applied to each specific Transaction when such Transaction is “Confirmed.” Confirmed Transactions constitute a Statement of Work (“SOW”) that incorporates the Terms and the acknowledged Job, Bid, and Confirmation as defined in the Terms. The Terms apply only to Transactions and do not govern use of the Platform other than as to a Transaction, and a Transaction is deemed to not exist until it is Confirmed. The Terms and SOWs related to any Transaction constitute a binding agreement among RGX, the Customer, and Vendor for that Transaction. Users may supplement, modify, or add addenda to a SOW upon prior written agreement of each other party to the Terms and SOW related to that Transaction. Customers and Vendors are not required to use the Terms if Customer and Vendor agree, but if they decide to use a different form of agreement (an “Alternative Contract”), such Alternative Contract must be pre-approved by RGX and RGX must still be paid its applicable fees.

5. Fees and Payments.

a. User Payments. Users shall make payments to RGX as follows: (a) Access Fees; and (b) Transaction Fees (collectively, “User Payments”). ALL USER PAYMENTS, ONCE PAID, ARE NON-REFUNDABLE AND THERE IS NO WAIVER OR REFUND BECAUSE OF LACK OF USE, TERMINATION OR SUSPENSION OF THIS AGREEMENT OR THE PLATFORM, MODIFICATION OF THIS AGREEMENT OR THE TERMS, DISSATISFACTION, OR ANY OTHER REASON. User Payments must be made as and when they are due, and if not timely paid, (w) will incur interest at the lesser of 1.5% per month or the maximum rate permitted by Law from the date such amount was due until paid in full, (x) User will be unable to place Jobs or Bids; and (y) if the delinquent User Payments are not paid in full within 10 days after the date they are due, RGX reserves the right to terminate the User’s Account. User Payments are obligations independent of other provisions of this Agreement and are enforceable by specific performance.

b. Payment Account. Upon activation of a User Account, the User will be charged the Access Fees for the initial term, which RGX will draw from the payment source the User provides (the “Payment Account”). User authorizes RGX to automatically, without separate consent on each occasion, draw the Access Fees from the payment account on each access fees payment date the account is active. User will receive a notice that indicates that the Payment Account will be charged Access Fees alerting User to any impending Access Fee payment approximately 30 days before each Renewal Date, so that the User may terminate the Account before the Access Fee is due. RGX will not retain credit card information but will use a third-party payment processing company to draw credit card payments.

c. Access Fee. Access Fees are paid by Users to RGX to gain access to and use the Platform and cover administrative costs, account maintenance, overhead and related expenses. Access Fees allow Users to make Transactions but are not applied toward and do not reduce Transaction Fees. Access Fees are invoiced to Users on a periodic basis. The amount and payment terms for Access Fees are set forth on the Website. Access Fees are subject to change (including increase) at any time in RGX’s sole and absolute discretion, provided such increases have prospective effect only and are not applied until the next ensuing Renewal Date.

d. Transaction Fees. Vendor Fees (for Field Services) and Purchase Price (for Disposal Transaction) that apply to specific Transactions will be paid in accordance with the Terms. Transaction Fees may be invoiced together with Access Fees.

e. Taxes. All applicable taxes, impositions, or assessments on any Transaction shall be allocated to the User specified in the Bid and that User shall be responsible for reporting and paying Taxes. Each User agrees to be responsible for and to pay all Taxes allocated to that User for each Transaction. RGX shall have no responsibility for Taxes on any Transaction except as provided by applicable Law. If any failure to comply with this Section 5(e) leads to a subsequent penalty, fine, fee, or other obligation, the User that was responsible for the Taxes shall indemnify RGX for all costs, expenses, fees, legal expenses, and/or attorney fees incurred as a result. No RGX Released Party (defined below) represents or has provided any User with any advice pertaining to the legal effect or tax consequences to such User of any Transaction. Vendor and Customer have obtained or will independently obtain such advice from their respective legal and tax advisors, and such User has not relied on any statement, representation, or warranty from RGX in connection therewith.

6. Content.

a. User Content

i. License of User Content. Except as specifically provided herein, User hereby grants RGX a perpetual, irrevocable, worldwide, fully paid-up and royalty free, non-exclusive, sublicensable, assignable, unlimited license and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, publish, distribute, transmit, publicly display, perform, make accessible, broadcast, display, enter into computer memory, and use that User's User Content as well as all modified and derivative works thereof in any form, media, or technology, whether or not now known or hereafter developed in connection with the Platform. User hereby waives any moral rights and any rights of publicity or privacy it may have in any User Content.

ii. Other Users Access. The User retains all right, title, and interest in its User Content subject to the foregoing licenses; however, by sharing User Content through the Platform, each User agrees to allow others to view, respond to, and interact with the User Content. You are solely responsible for obtaining all consents as may be required by law to collect or submit User Content.

a. Restrictions. Users will not post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, animal, or property; or (ii) contains any information or content that may reasonably be deemed to be unlawful, tortious, harmful, abusive, offensive, defamatory, infringing, invasive of privacy rights, harassing, humiliating, threatening, profane, discriminatory, or violates third-party Intellectual Property Rights. As used in this Agreement, the term "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.

iii. RGX Not Liable. User acknowledges that persons using the Platform through User's Account may be exposed to Content that they consider to be offensive, indecent, or

objectionable. RGX shall not be liable for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted or otherwise made available on the Platform.

iv. Content Retention. User acknowledges and agrees that RGX may access, retain, store and disclose User Content if required to do so by Law or reasonably necessary to: (a) comply with Laws or legal process; (b) enforce this Agreement; (c) respond to Claims (defined below); (d) respond to User requests for customer service; or (e) protect the rights, property or safety of RGX, Users or the public. RGX reserves the right to investigate complaints or reported violations and to take any action it deems appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any necessary information. RGX assumes no responsibility for the conduct of any User submitting User Content nor for monitoring the Platform for inappropriate Content or conduct. RGX does not pre-screen or monitor User Content but reserves the right to do so. RGX may reject, refuse to post, take down or delete any User Content it determines violates this Agreement. RGX reserves the right to disclose User identity or other information to any third party who Claims that User Content violates their rights. RGX reserves the right to limit User Content based upon the amount of storage capacity available. Users do not have an expectation of privacy regarding these rights and waive any Claims against and hold RGX harmless from any Claims resulting from any action taken in the exercise of those rights.

b. User Interactions. Each User is solely responsible for its interactions with Other Users. Each User releases RGX and its members, shareholders, owners, subsidiaries and affiliates, officers, directors, members, managers, attorneys, accountants, partners, owners, employees, contractors and their respective heirs, successors and assigns (the "RGX Released Parties") from Claims, arising from or connected with such disputes. RGX cannot guarantee that Other Users will not use the ideas or information contained in User Content. RGX has no responsibility to evaluate, use or compensate any User for any ideas or information a User submits. RGX is not responsible for any other User's misuse or misappropriation of any User Content, and each User agrees to not bring any Claims against RGX for the actions of Other Users.

b. RGX Content. Except for User Content, the Program, and all Content therein (collectively, the "RGX Content"), and all Intellectual Property Rights related thereto, are Confidential Information of and the exclusive property of RGX and its licensors. Nothing in this Agreement shall be deemed to create a license in or under any RGX Content and each User agrees not to claim any right, title, or interest in to or under RGX Content or RGX Intellectual Property Rights. Use of the RGX Content or RGX Intellectual Property Rights for any purpose not expressly permitted by this Agreement is strictly prohibited.

7. Third Party Advertising. The Program may feature advertisements from RGX or third parties, in accordance with our Privacy Policy. We may provide links on the Program to third party websites or vendors who may invite you to participate in promotional offers. Any charges or obligations that a User incurs in connection with these third parties are the User's sole responsibility. RGX makes no representation or warranty regarding any content, goods and/or services provided by any third party and RGX will not be liable for any claim relating to any third-party content, goods and/or services. RGX does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. The linked sites are not under RGX's control and may collect data or solicit personal information from you. RGX is not responsible for their content, business practices or for their collection, use or disclosure of any information. Each User may access third-party websites or content at their own

risk and understands that this Agreement and RGX's Privacy Policy do not apply to such sites or services. Each User expressly releases the RGX Released Parties from any liability arising from use of any third-party website, service, or content and any resulting harm, loss, or damage. If RGX utilizes third-party software or strategic agreements to provide services or content to you as part of our Service, we reserve the right to share certain information about you (including Account Information) for specific purposes, in accordance with our Privacy Policy.

8. Reservation of Intellectual Property Rights.

a. General Reservation of Intellectual Property Rights. RGX (and its licensors, where applicable) own all right, title and interest, including all related Intellectual Property Rights, in and to the Program (and all underlying technology, software, trade secrets, data, know-how, architecture, networks, hardware, and analytics), and RGX Content and any models, methods, algorithms, discoveries, inventions, modifications, customizations, enhancements, extensions, derivatives, materials, ideas and other work product that is conceived of, originated or prepared in connection with the Services. This Agreement shall not be interpreted to grant to User any manner of property right, assignment, or license of Intellectual Property Rights from RGX to User, whether expressly or by implication or by estoppel.

b. Copyright Notices; Complaints. Our policy is to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please see our Copyright Policy by clicking [\[here\]](#)^[insert copyright policy link]. We reserve the right to terminate without notice any User's access to the Platform if we determine that user is a "repeat infringer." In addition, we do not interfere with standard technical measures used by copyright owners to protect their materials

9. Confidentiality/Non-Disclosure.

a. RGX Confidential Information. RGX "Confidential Information" means (i) any information to which any User is granted access, learns or receives regarding RGX (including all RGX Content and all RGX Intellectual Property Rights), and (ii) any information, including, but not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes, disclosed by RGX or revealed as a result of RGX's Services; provided, however, that Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to RGX or any User, (ii) was known by User prior to its disclosure by RGX or any other User, (iii) is received from a third party without breach of any obligation owed to RGX or any or Vendor, or (iv) was independently developed by User without the use of or reference to RGX Confidential Information.

b. Disclosure Prohibited. User shall not use or disclose any RGX Confidential Information for any purpose other than for User's legitimate business purposes as necessary to enter into Transactions and use the Platform. User shall use the same degree of care that it uses to protect its own confidential information (but not less than reasonable care). User will limit access to RGX Confidential Information to those employees and personnel who require such access for purposes consistent with using the RGX Services.

c. Remedies. Unauthorized disclosure or use of Confidential Information may give rise to irreparable injury, which may not be adequately compensated by damages. In the event of a breach or threatened breach of this Section 9, significant harm may result to RGX for which there may be no

adequate remedy at law, and RGX shall be entitled to seek a preliminary injunction and a temporary restraining order or such other equitable relief as may be necessary to protect its interests without the necessity of posting a bond or other security and without any requirement to prove damages. Such remedy shall be in addition to, and not a limitation upon any other remedy which may be available under contract, at law or in equity, including damages.

10. LIABILITY & INDEMNIFICATION

a. DISCLAIMERS.

i. PROGRAM PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PROGRAM IS AT THE USER'S OWN RISK AND IS PROVIDED WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE USAGE OR PRACTICE. ANY CONTENT DOWNLOADED FROM THE PLATFORM IS DOWNLOADED AT YOUR OWN RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

ii. ERRORS, OMISSIONS. RGX MAKES NO REPRESENTATION OR WARRANTY REGARDING AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USER ACCESS TO OR USE OF THE PROGRAM; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PROGRAM; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE; (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.

iii. NOT RESPONSIBLE FOR PERSONAL DATA OR SENSITIVE DATA. EXCEPT AS EXPLICITLY PROVIDED IN THE PRIVACY POLICY, RGX IS NOT LIABLE FOR THE COLLECTION, USE, PROCESSING, SECURITY, PRIVACY, OR DISCLOSURE OF USER CONTENT DATA BREACHES OR ANY LOSS, MISUSE OR MISAPPROPRIATION OF DATA. ALL USER CONTENT AND DATA IS MADE AVAILABLE TO THE PLATFORM AT THE USER'S SOLE RISK. WE DO NOT COLLECT OR PROCESS PERSONAL DATA EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT OR PRIVACY POLICY.

b. RELEASES FROM LIABILITY. EACH USER, ON BEHALF OF ITSELF AND ITS SHAREHOLDERS, OWNERS, SUBSIDIARIES AND AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, ATTORNEYS, ACCOUNTANTS, PARTNERS, OWNERS, EMPLOYEES, CONTRACTORS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS OR ANY OTHER PERSON USING, BENEFITTING OR BEING SUBJECT TO, THE PLATFORM BY, THROUGH OR UNDER SUCH USER (COLLECTIVELY, THE "RELEASING PARTIES") HEREBY RELEASES RGX, AND THE RGX RELEASED PARTIES, FROM ANY AND ALL CLAIMS FOR LIABILITIES, DAMAGES, LOSSES, EXPENSES, DEMANDS, SUITS, FINES, OR JUDGMENTS (COLLECTIVELY, "CLAIMS") THE RELEASING PARTIES MAY HAVE, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR NON-CONTINGENT, ARISING OUT OF OR IN CONNECTION WITH THE FOLLOWING (THE "RELEASED CLAIMS"):

i. TRANSACTIONS. THE PAYMENT, PERFORMANCE, ACTS OR OMISSIONS OF ANY USER RELATED TO ANY TRANSACTION;

ii. PREPARATION OF AGREEMENTS. THE PREPARATION OR USE OF THIS AGREEMENT, THE TERMS, OR ANY SOW. EACH USER ACKNOWLEDGES THAT RGX HAS PREPARED FORMS OF AGREEMENTS AS A COURTESY ONLY TO USERS AND NOT ANY IN ANY REPRESENTATIVE CAPACITY, THAT RGX AND ITS ATTORNEYS OWE NO DUTIES TO ANY USER WITH RESPECT TO ANY AGREEMENTS, TERMS, OR SOWS, AND RGX MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE AS TO THE ADEQUACY, COMPLETENESS, BENEFITS, BURDENS, OR SUITABILITY OF THE AGREEMENTS FOR ANY USER'S PURPOSES.

iii. TRANSACTIONS. THE VALUE, SUITABILITY, APPROPRIATENESS, FAIRNESS, QUALITY, LEVEL, DEMEANOR, ACTS OR OMISSIONS, OR ANY OTHER ASPECT OF OR RELATED TO ANY SOWS, AND THAT (I) THE BID AMOUNTS AND PRICING FOR ANY TRANSACTION IS DETERMINED BY AGREEMENT OF VENDOR AND CUSTOMER AND IS NOT DICTATED OR INFLUENCED BY RGX; (II) THE USER HAS RECEIVED ALL INFORMATION IT REASONABLY REQUESTED WITH RESPECT TO ANY TRANSACTION, AND (III) THE USER HAS INDEPENDENTLY ELECTED TO ENTER INTO AND CARRY OUT ANY TRANSACTION BASED ON ITS OWN EVALUATIONS AND VOLITION.

iv. USE OF THE PLATFORM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF USER'S ACCESS TO AND USE OF THE PLATFORM, USER'S SUBMISSION AND/OR PUBLICATION OF USER CONTENT, USER'S PARTICIPATION IN ONE OR MORE TRANSACTIONS, INTERACTIONS USER HAS WITH OTHER USERS, WHETHER IN PERSON OR ONLINE, AND ANY FACT OR CIRCUMSTANCES FOR WHICH RGX HAS DISCLAIMED REPRESENTATIONS OR WARRANTIES REMAINS WITH THE USER AND NO RGX RELEASED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY OF THE FOREGOING WHETHER BASED ON WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY OR OTHER THEORY.

v. NATURE OF RELEASES. ALL WAIVERS AND RELEASES OF LIABILITY GRANTED UNDER THIS AGREEMENT, THE TERMS OR SOWS ARE GRANTED FULLY, VOLUNTARILY, AND KNOWINGLY. IF A RELEASING PARTIES IS A CALIFORNIA RESIDENT, THAT RELEASING PARTY WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY 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."

c. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ALL DAMAGES OR INJURY WHATSOEVER RELATED TO THE PROGRAM UNDER ANY CAUSE OR ACTION OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE). THE MAXIMUM LIABILITY OF RGX OR ANY RGX RELEASED PARTY TO ANY USER SHALL BE THE AMOUNT OF ACCESS FEES PAID BY THAT USER DURING THE APPLICABLE INITIAL TERM OR RENEWAL TERM IN EFFECT WHEN USER FIRST ASSERTS THE APPLICABLE CLAIM. IN NO EVENT SHALL THE RGX RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS AND WHETHER OR NOT RGX HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

d. INDEMNIFICATION.

i. INDEMNIFICATION. USERS AGREE TO DEFEND, INDEMNIFY, SAVE, AND HOLD THE RGX RELEASED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS OR LOSSES, ARISING OUT OR IN CONNECTION WITH: (A) USER'S USE OR MISUSE OF THE PROGRAM, (B) USER'S VIOLATION OF THIS AGREEMENT, THE TERMS OR SOWS, (C) USER'S REPRESENTATIONS, WARRANTIES AND COVENANTS (D) USER'S VIOLATION OF APPLICABLE LAW OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR PRIVACY RIGHTS; OR (E) CLAIMS THAT CONSTITUTE THE RELEASED CLAIMS. RGX RESERVES THE RIGHT, AT USER'S EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH USER'S ARE REQUIRED TO INDEMNIFY RGX, AND USER AGREES TO COOPERATE WITH RGX'S DEFENSE OF THESE CLAIMS THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF YOUR ACCOUNT. THE FOREGOING INDEMNIFICATION OBLIGATIONS SHALL NOT APPLY TO CLAIMS TO THE EXTENT THEY RESULTS FROM RGX'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

11. Force Majeure. Notwithstanding anything to the contrary herein, no Party shall be deemed to be in default of any provision of this Agreement or be liable to another Party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strike, interruption of power service, interruption of Internet or communications service, labor or civil disturbance, epidemics, pandemics, or business or service interruption due to government action, restrictions, stay-at-home or safer-at-home orders, mandated reduced workforce or similar circumstances in connection therewith, or other acts of any other person not under its control.

12. Choice of Law; Venue; Arbitration

a. Choice of Law. This Agreement shall be governed exclusively by the laws of the State of Colorado, without regard to the choice or conflicts of law provisions of any jurisdiction. The United Nations Convention on Contracts for International Sale of Goods is hereby expressly excluded. Subject to the Parties' agreement to arbitrate in Section 12(b) below, and in cases that cannot be arbitrated, the Parties agree that any disputes, actions, Claims or causes of action relating to or in connection with this Agreement, regardless of the legal theory, whether in contract, tort, strict liability, or otherwise, shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of Denver, Colorado and the Parties agree to knowingly and voluntarily waive any trial by jury.

b. ARBITRATION. ANY DISPUTES, ACTIONS, CLAIMS OR CAUSES OF ACTION RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL BE FINALLY RESOLVED BY BINDING ARBITRATION. THE ARBITRATION TRIBUNAL SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE. YOU AND WE AGREE TO SEEK RESOLUTION OF THE DISPUTE ONLY THROUGH ARBITRATION OF THAT DISPUTE IN ACCORDANCE WITH THE TERMS OF THIS SECTION 12(B), AND NOT LITIGATE ANY DISPUTE IN COURT. IF YOU OR WE FILE AN ACTION IN A COURT OR TRIBUNAL OTHER THAN ARBITRATION, THE PARTY FILING SUCH ACTION WILL CAUSE IT TO BE DISMISSED IMMEDIATELY. YOU HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN 15 DAYS OF YOUR EXECUTION (OR OTHER ACCEPTANCE) OF THIS AGREEMENT.

i. CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NO PARTY MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR WITH A PRIVATE ATTORNEY GENERAL CAPACITY.

ii. Location of Arbitration. The arbitration shall take place in the City and County of Denver, Colorado and if arbitration is instituted other than in the City and County of Denver, either Party may transfer the arbitration to the City and County of Denver at the cost of the Party that instituted the arbitration in the other venue.

iii. Rules and Procedures. The arbitrability of Claims and these arbitration terms are governed by the Federal Arbitration Act (FAA). Arbitration must proceed with either the American Arbitration Association or with Judicial Arbitration and Mediation Services, Inc (JAMS), utilizing the AAA Commercial Arbitration Rules. The proceedings shall take place before a single arbitrator selected by the Parties, but if the Parties cannot agree, then the arbitration forum will select a single arbitrator. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement. All proceedings in the arbitration and all materials, evidence and other information disclosed or used in the arbitration shall be held strictly confidential. The fees of the arbitrator shall be borne equally by the parties. Evidentiary rules of the arbitration tribunal shall govern issues or questions relating to evidence in the arbitration proceeding. Discovery shall be limited to a degree and amount that is consistent with the nature of the case and the value of the Claims at issue.

iv. Survival. This arbitration provision shall survive closing of Your Account and termination of this Agreement.

13. Notices / Communications. We may notify you via postings on the Website or Application and via e-mail or any other communications means through contact information you provide to us. All notices given by you or required from you under this Agreement or the Privacy Policy shall be in writing and addressed to the address in this Section 13.

Recycle Global Exchange, LLC
834 S. Perry Street, Unit F, #337,
Castle Rock, Colorado 80104

We 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 the Website and Application, as we determine in our sole discretion. We reserve the right to determine the form and means of providing notifications. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. When we change this Agreement in a material manner, we will update the 'last modified' date at the bottom of this page.

14. Updates and Supplements. RGX reserves the right, at our discretion, to modify this Agreement, the Terms, form of SOW, and the Privacy Policy at any time by posting the amended Agreement, Terms, form of SOW, or Privacy Policy to the Website. Except as required by applicable law or regulation, you will be deemed to have accepted such changes by continuing to use the Platform and

all amended terms shall automatically apply when they are initially posted. RGX may also revise other policies, codes or rules at any time and the new versions will be available. If You do not agree to the then-current Agreement, the Terms, or our policies, or rules, RGX may terminate Your Account. Your use of the Platform after such change constitutes acceptance of the new Agreement, Terms, and policies.

15. No Waiver. RGX's or a User's failure to require or enforce strict performance of any provision of this Agreement or the Terms by another User or failure to exercise any right under them shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such provision or right in that or any other instance. RGX's or a User's express waiver of any provision, condition or requirement of this Agreement or the Integrated Agreements shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

16. Nature of Relationship. This Agreement does not create any manner of partnership, franchise, joint venture, agency, fiduciary or employment relationship between User and RGX.

17. Assignment. A User may not assign its rights or obligations under this Agreement or the Terms without RGX's prior written consent, and any unauthorized assignment or delegation is void. RGX may assign or delegate this Agreement to any person or entity at any time without User's consent.

18. ENTIRE AGREEMENT. THIS AGREEMENT, THE TERMS, AND SOWS REPRESENT THE ENTIRE AGREEMENT AMONG THE PARTIES AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, PROPOSALS, CONTRACTS, REPRESENTATIONS, AND UNDERSTANDINGS, WRITTEN OR ORAL, CONCERNING ITS SUBJECT MATTER, WHETHER ELECTRONIC, ORAL OR WRITTEN, OR WHETHER ESTABLISHED BY CUSTOM, PRACTICE, POLICY OR PRECEDENT. NO STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES, OR UNDERSTANDINGS, EXPRESS, OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY ANY PARTY, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TERMS OR SOWS. EACH PARTY AGREES THAT IT HAS NOT RELIED UPON, AND WILL NOT RELY UPON ANY STATEMENT, REPRESENTATIONS WARRANTY, PROMISE, OR UNDERSTANDING NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, TERMS OR SOWS; ANY SUCH RELIANCE IS HEREBY EXPRESSLY DISCLAIMED.

19. Severability. If any portion of this Agreement, Terms or SOWs is found illegal or unenforceable, by any court of competent jurisdiction, such portion shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of this Agreement, which shall continue to be in full force and effect.

20. ELECTRONIC SIGNATURE AUTHORIZATION. BY COMPLETING AND SUBMITTING THE ELECTRONIC SIGNATURES TO THIS AGREEMENT EACH USER INTENDS TO AND IS IN-FACT SIGNING THIS AGREEMENT ELECTRONICALLY AND BEING BOUND BY THE TERMS FOR EACH TRANSACTION AND THAT USER'S ELECTRONIC SIGNATURE IS THE LEGAL EQUIVALENT OF USER'S MANUAL SIGNATURE, AND CONCLUSIVE EVIDENCE OF USER'S INTENT TO CREATE, BY ELECTRONIC MEANS, A BINDING CONTRACT.

This Agreement was last modified on August 3, 2020.