

QUBIQLE, INC. TERMS OF SERVICE FOR PLATE IQ

Thank you for choosing the Services offered by Qubiqle Inc. (referred to as "Plate IQ", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you ("you", "your", "yours", or "user") and Plate IQ that describes the terms of your use of all Plate IQ Services ("Services"). By accepting electronically (by checking the box next to "I Agree" and clicking on "Submit"), installing, accessing or using the Services, represent that you have read and agreed to these terms, as well as our Privacy Policy. If you do not agree to this Agreement, then you may not use the Services.

1. GENERAL TERMS

By accessing or using any of the services, information, software and functionality, including updates and new product releases by Plate IQ, you agree to the terms under this Agreement. You may not use any of our Services or accept the terms of this agreement if you are not legally authorized to enter a binding contract with us or are not of legal age to do so.

We may change the Terms of Services or Privacy Policy occasionally by posting the updated Terms of Service and/or Privacy Policy on the Plate IQ Website along with a revised "last update" date. Your use of Plate IQ Services after such posting shall constitute your acceptance of the updated Terms and/or Privacy Policy.

Through your use of Plate IQ Services, you may be asked by Plate IQ to use certain third-party services. Your use of these third-party services shall constitute your acceptance of these third parties' own terms of service.

2. YOUR RIGHTS TO USE THE SERVICES

Subject to your acceptance and compliance with this Agreement, Plate IQ grants to you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license to use the Services under the terms of this Agreement. Any new Services or product updates or improvements provided to you by Plate IQ are subject to these same terms. You may use Plate IQ services until termination of this Agreement and as long as you meet applicable payment requirements as described herein.

You may not use nor allow any unauthorized third party to use Plate IQ Services or content in any way that violates any law, regulation, or this Agreement. You may not nor allow any unauthorized third party to reproduce, distribute, share, sell, transfer, lend, or modify the Services in any manner. You may not attempt to reverse engineer, disassemble, or decompile any part of the Services and the software that makes up the Services.

3. PAYMENT

The following terms apply to your use of the Services unless stated otherwise in an Order Form.

- Payments will be billed to you in U.S. dollars.

- You must pay with either a valid credit card or debit card acceptable to Plate IQ, or another payment method acceptable to us. Your payment method will be debited when you subscribe and provide your payment information, unless otherwise stated in an applicable Order Form.
- Your monthly billing cycle, unless otherwise stated in an applicable Order Form, begins on the day of your registration for the Services.
- If your payment and registration information isn't correct or complete, or if you do not notify us promptly when such information changes, we may suspend or terminate your account and prohibit your use of any of the Services.
- Plate IQ will automatically renew your Services each month at the current payment rates unless these Services are terminated under this Agreement, or unless new rates are either agreed to by you and Plate IQ or stated in an Order Form.

4. CONTENT

You are responsible for all documents, data, and personal information ("Content") uploaded or entered as part of your use of the Services. Plate IQ is not responsible for the Content you upload or enter. You agree not to use nor permit any third party to use the Services to upload, distribute, or reproduce any of the following: Illegal, obscene, fraudulent, or pornographic Content; commercial solicitations of any kind; viruses, malware, or other harmful software or Content; and Content for which the copyright or intellectual property owner does not grant you permission.

Plate IQ may use any feedback and Content that you provide us in any way, such as improving its Services to you and other Plate IQ customers, offering new services and products, and for advertising purposes. As such, you hereby grant to Plate IQ worldwide, non-exclusive, fully paid-up, perpetual license to use the Content in any manner reasonably necessary for the proper functionality and improvement of our services.

5. TERM & TERMINATIONS

The term of this Agreement begins upon your acceptance of it as described above, and shall remain in effect until terminated by you or Plate IQ. You may terminate this Agreement for any reason by notifying us at any time, at which time we shall disable your access to the Services, as well as any data or Content contained within the Plate IQ Website and Services. We suggest you retain your own copies of any data or Content that you may need as Plate IQ is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

We may terminate your right and license to use Plate IQ Services for any reason by providing you 30 days advance notice. We may terminate your right and license immediately if we find that you have violated any of the terms of services in this Agreement, or if your use of the Services is negatively affecting our Services or our ability to provide Services in any manner. Should you fail to provide payment for services as described in Section 3, we may terminate your right and license following reasonable attempts by us to obtain correct payment method or payment authorization. Termination of this Agreement shall not affect our rights to any payments due to Plate IQ.

6. DISCLAIMER OF WARRANTIES

Your use of the Services is entirely at your own risk, and these Services are provided to you "As Is." Plate IQ and its third-party affiliates disclaim any warranties, express or implied, including but not limited to

warranties that the Services are fit for a particular purpose, merchantability, quality, non-infringement, or title, or that the data and content in the Services are accurate, reliable, or secure from bugs, service interruptions, unauthorized access, theft, and destruction.

Plate IQ and its third-party affiliates disclaim any warranties that your use of the Services will ensure compliance with any legal requirements, laws, or regulations.

7. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the entire liability of Plate IQ and its third-party affiliates for all claims relating to this Agreement shall not exceed the amount you paid for Services for three months prior to the claim(s). Plate IQ and its affiliates shall not be liable to you for damages for incidental, indirect, consequential, exemplary, special, or punitive damages, or for damages from lost profits, revenue, or savings arising from your use or inability to use the Services, even if Plate IQ has been advised of the possibility of such damages.

8. INDEMNIFICATION OF PLATE IQ

You agree to indemnify, defend, and hold Plate IQ and its officers, directors, shareholders, employees, consultants, and affiliates harmless from any and all claims, liabilities, judgements, penalties and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement.

9. GOVERNING LAW & DISPUTES

California state law governs this agreement without regards to its conflicts of laws provisions.

You and Plate IQ agree to resolve disputes or claims relating to the Services or the Agreement by binding arbitration on an individual basis, and that both parties are each waiving the right to file a lawsuit and the right to a jury trial. The Federal Arbitration Act governs the interpretation and enforcement of this provision. All disputes and claims within the scope of this Agreement must be arbitrated or litigated on an individual basis and not as a plaintiff or class member on a class basis, nor can the claims or disputes of one user be arbitrated or litigated in conjunction with those of another user. You agree to waive the right to participate in a class action.

All arbitrations shall take place in California and be conducted by a single, neutral arbitrator. The arbitrator has the authority to award monetary damages and grant non-monetary relief to a party, and this judgement is final and binding between you and Plate IQ. To begin arbitration, send a letter requesting arbitration and describing your claim to Qubiqle Inc, in care of our registered agent, Incorporating Services, Ltd., 3500 S. Dupont Way, Wilmington, DE 19901. Payment of all administrative and arbitrator fees will be governed by AAA rules.

10. BILL PAY SERVICES

Plate IQ's Bill Pay Service ("Service") is an optional feature for our customers that allows them to generate and authorize the sending of bill payment checks and ACH (Automated Clearing House) bill

payments on the Plate IQ site. You are exclusively and solely responsible for all payments generated, authorized, printed, and mailed as part of the Service.

We shall not be liable or responsible for in any way for the accuracy or validity of your banking information, including your account and routing numbers and who is authorized to access this information. We are not liable to you or any third-party, banking institution, or vendor for any unauthorized or incorrect payments generated, authorized, printed, or mailed as part of the Service, nor any fees assessed to you, any vendors, or any bank due to unauthorized, incorrect, or returned payments. We are not liable or responsible for verifying vendor addresses or ensuring delivery of any checks mailed out as part of the Service. Please verify all addresses and vendor banking account information before initiating payments. Should you choose to use the Plate IQ Balance Check feature to check your bank account balance, you authorize Plate IQ and its partner Dwolla, Inc. ("Dwolla") to gather balance information from your Bill Pay bank account.

A) Using ACH Payments

In order to use the ACH payment functionality of our application, you must open an "Access API" account provided by Dwolla, and you must accept the Dwolla [Terms of Service](#) and [Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service.

You authorize Plate IQ to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through the Plate IQ application, and Dwolla account notifications will be sent by Plate IQ, not Dwolla. You authorize Dwolla to share your bank account number and routing number with Plate IQ for the purpose of Plate IQ's provision of services to you, subject to Plate IQ's Privacy Policy.

You Plate IQ will provide customer support for your Dwolla account activity, and can be reached at support@plateiq.com.

B) Vendor ACH Payment Information

You expressly authorize Plate IQ's service provider, Dwolla, Inc. to originate credit transfers to your financial institution account.

11. GENERAL

This Agreement represents the entirety of your agreement with Plate IQ, and replaces all prior agreements and communication in any form between you and Plate IQ regarding the matters of the Agreement. If any court of competent jurisdiction rules that any portion or portions of this Agreement is invalid, those portion(s) will be removed, and the remaining portions will remain in full force and effect.

You may not assign or transfer ownership of this Agreement to another party without Plate IQ's written consent. We may assign or transfer ownership without your approval to a third-party affiliate or a company that acquires or merges with any parts or all of Plate IQ.

◊ Last Updated September 6, 2017 ◊