

### Introduction

The entity you are contracting with is JULO Exchange, Inc. ("JULO Exchange"), 1925 Crape Myrtle Loop, Suite 202, Lutz, Florida 33549.

This User Agreement, and all policies posted on our site set out the terms on which JULO Exchange offers you access to and use of our sites, services, applications and tools (collectively "Services"). You agree to comply with all of the above when accessing or using our Services.

### About JULO Exchange

JULO Exchange is the world's first truly transparent, automated, competitive, self-governed exchange of secondary capital assets and related services. It is a platform through which market participants can research, perform due-diligence, engage with the market and transact throughout the entire chain of the capital goods and services process within the safety and reliability of the JULO operating principles that are adhered to by all participants. Registered Members can anonymously buy and sell capital goods, while personally setting the deal terms. Registered Members also have access to JULO's extensive network of registered service providers.

While we may provide pricing, shipping, listing, equipment related services and other guidance in our Services, such guidance is solely informational and you may decide to use it at your discretion. Also, while we may help facilitate the resolution of disputes through various programs, JULO Exchange has no control over and does not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content, listings or services; the ability of sellers to sell items or provide related services; the ability of buyers to pay for items or services; or that a buyer or seller will actually complete a transaction or return an item.

All users participating on JULO Exchange must do so with the intent of buying or selling capital assets or related services that are in their legal possession or expertise. Registered Members are not allowed to join the JULO Exchange with intent to use information on the site for monetary gain other than buying or selling capital equipment and related services. To manage the efficacy and efficiency of the exchange, any Registered Member without a successful transaction within six (6) months will be reviewed and potentially removed from the site.

### Using JULO Exchange

In connection with using or accessing the Services you will not:

- post, list or upload content that is inaccurate;
- breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example if you do not have purchasing power with your company), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to pay for items or services purchased by you;

- fail to deliver items or services sold by you;
- post false, inaccurate, misleading, defamatory, or libelous content;
- use any robot, spider, scraper, or other automated means to access our Services for any purpose;
- reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to JULO Exchange, or that comes from the Services and belongs to another JULO Exchange user or to a third party including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of JULO and/or any other party holding the right to license such use;
- commercialize any JULO Exchange application or any information or software associated with such application;
- harvest or otherwise collect information about users without their consent;
- circumvent any technical measures we use to provide the Services;
- use any information gained as a participant to deal directly with another participant without prior approval from JULO Exchange; or,
- use any information gained as a participant to by-pass or circumvent the JULO Exchange

If we believe you are abusing JULO Exchange in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove and demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, we reserve the right to refuse or terminate all or part of our Services to anyone for any reason at our discretion.

## Policy Enforcement

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies.

## User Communication and Questions

Users may submit inquiries or specific product questions to the JULO Exchange. For the privacy and protection of all participants, at no time will users be allowed to directly communicate with each other. Any attempt to communicate with another user through the platform, will be a breach of the user agreement.

In the event, users must communicate to establish a service related transaction, JULO Exchange will coordinate the connection of both users. Users agree to include or copy JULO Exchange on all correspondence relating to the transaction.

## Listing Conditions

When listing an item, you agree to comply with JULO Exchange's rules, including, but not limited to, as follows:

- You are responsible for the accuracy and content of the listing and item offered;
- If any changes are required based on the availability, description or other associated listing data, the user is responsible for updating the listing immediately; and,
- Content that violates any of JULO Exchange's policies may be deleted at JULO Exchange's discretion and without notice to you.

## Purchase Conditions

When buying an item, you agree to the rules for buyers, including, but not limited to, as follows:

- You are responsible for reading the full item listing before making a bid or commitment to buy;
- You enter into a legally binding contract to purchase an item when you commit to buy an item or if you have the winning bid (or your bid is otherwise accepted).
- Legal ownership and title will be transferred from the seller to the JULO Exchange, and then to the buyer for the privacy protection of each participant.

## Content

When providing us with content or causing content to be posted using our Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademark, and database rights and other intellectual property rights you have in the content, in any media known now or developed in the future.

You represent and warrant that none of the following infringe any rights mentioned in the preceding paragraph: your provision of content to us, your causing content to be posted using the Services, and use of any such content (including of works derived from it) by us, our users, or others in contract with us that is done in connection with the Services and in compliance with this User Agreement.

We may offer catalogs including stock images, descriptions and product specifications that are provided by third-parties (including users). You may use catalog content solely in connection with your JULO Exchange listings. The permission to use catalog content is subject to modification or revocation at any time at JULO Exchange's sole discretion.

While we try to offer reliable data, we cannot promise that the catalogs will always be available, accurate, and up-to-date, and you agree that you will not hold our catalog providers or us responsible for inaccuracies. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogs or create any derivative works based on catalog content (other than by including them in your listings).

## Fund Transfer

To protect JULO Exchange from risk of liability for your actions as a seller or buyer, JULO Exchange will not process the shipment of equipment until funds have been securely transferred to JULO Exchange.

## Methods of Payment

Acceptable methods of payment include Bank Wire Transfer and ACH payments.

## Shipping

JULO Exchange will offer shipping quotes upon request. All shipping charges are the responsibility of the Buyer. Shipping details will be finalized within the term sheet, required for each transaction.

JULO Exchange may share your contact information with shipping providers in order to facilitate the shipment of goods.

## Authorization to Contact You; Recording Calls

JULO Exchange may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you.

JULO Exchange may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with JULO Exchange or its agents for quality control, training purposes or for its own protection.

## Privacy and Anonymity

JULO Exchange will know the identity and contact information of all buyers and sellers on the platform. Identity and contact information of all users will be kept confidential.

JULO Exchange may disclose the identity and contact information of a user in the event this agreement is breached by the user.

## Additional Terms

### Returns and Cancellations

No returns will be accepted. All products are purchased as described in the product listing. No cancellations will be processed after a bid is accepted.

## Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid updates and other notification functionality in JULO Exchange's applications may not occur in real time. Such functionality is subject to delays beyond JULO Exchange's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our officers, members, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- your use of or your inability to use our Services;

- pricing, shipping, format, or other guidance provided by us;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any JULO Exchange Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the User Agreement;
- the duration or manner in which your listings appear in search results; or
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, you agree that our liability to you or to any third party is limited to the greater of (a) the amount of fees charged in the transaction that forms the subject matter of your claim against us, or (b) One Hundred (\$100) Dollars.

## Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

## Indemnity

You will indemnify and hold us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, your improper use of JULO Exchange's Services, your breach of any law, or your violation of the rights of any third party.

## Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND JULO EXCHANGE HAVE AGAINST EACH OTHER ARE RESOLVED.**

**You and JULO Exchange agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the JULO Exchange User Agreement, your use of or access to the Services, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.**

### A. Applicable Law

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Florida, without regard to principles of conflict of laws, will govern the User Agreement and any claim or dispute that has arisen or may arise between you and JULO Exchange, except as otherwise stated in the User Agreement.

## B. Judicial Forum for Legal Disputes

You agree that any claim or dispute that has arisen or may arise between you and JULO Exchange must be resolved exclusively by a state or federal court located in Orange County, Florida. You and JULO Exchange agree to submit to the personal jurisdiction of the courts located within Orange County, Florida, for the purpose of litigating all such claims or disputes.

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## General

JULO Exchange is located at 1925 Crape Myrtle Loop, Suite 202, Lutz, Florida 33549.

Except as otherwise provided in this Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, by providing notice of such assignment in accordance with the Notices Section.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on [www.JULOexchange.com](http://www.JULOexchange.com). Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you 30 days' notice by posting the amended terms. Additionally, we will notify you by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an JULO Exchange representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the JULO Exchange site.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Indemnity, and Legal Disputes.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.