

## Terms of Service

Dated: July 1, 2020

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### Welcome to iConnectFX™!

#### Introduction

Thank you for using the iConnectFX™ platform and the products, services and features we make available to you as part of the platform (collectively, the “Service”).

#### Our Service

The Service allows you to; host webinars, broadcast live streams, sell merchandise, and discover, watch and share videos and other content, provides a forum for people to connect, inform, and inspire others across the globe, and acts as a distribution platform for original content creators and advertisers large and small. We provide lots of information about our products and how to use them in our Help icons and links. Among other things, you can find out about the iConnectFX™ Referral Program, Subscriptions, and Purchases (where available). You can also read all about enjoying content on other devices like your mobile device, television, games console, etc.

#### Your Service Provider

The entity providing the Service is WorldERP LLC, a company operating under the laws of Wyoming, located at 1621 Central Ave. Cheyenne, WY 82001 (referred to as “WorldERP”, “iConnectFX”, “we”, “us”, or “our”). References to iConnectFX™ “Affiliates” in these terms means the other companies within the WorldERP, LLC. corporate group (now or in the future).

#### Applicable Terms

Your use of the Service is subject to these terms, the iConnectFX™ Community Guidelines and the Policy, Safety and Copyright Policies which may be updated from time to time (together, this “Agreement”). Your Agreement with us will also include the Advertising on iConnectFX™ Policies if you provide advertising or sponsorships to the Service or incorporate paid promotions in your content. Any other links or references provided in these terms are for informational use only and are not part of the Agreement.

**Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.**

If you use the Service, you agree to indemnify, defend and hold harmless WorldERP and its successors, assigns, employees, agents and representatives from, and against, any and all liabilities, claims, losses, damages and expenses (including reasonable attorneys’ fees) that you suffered or incur in connection with: (i) any breach or alleged breach of any of our representations and warranties hereunder; (ii) any allegation of gross negligence or intentional misconduct by us or our employees or agents; or (iii) loss of service. However, WorldERP shall not acquiesce to any judgment or enter into any settlement that adversely affects WorldERP’s rights or interests. You must; (1) promptly notify us of any such claim should you become aware; (2) at your expense, provide reasonable cooperation to us in connection with the defense or settlement of any such claim; and (3) at your expense, be entitled to participate in the defense of any such claim.

#### Who may use the Service?

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- **Age Requirements**  
You must be at least 13 years old to use the Service. However, children of all ages may use the Service if enabled by a parent or legal guardian.
- **Permission by Parent or Guardian**  
If you are under 18, you represent that you have your parent or guardian's permission to use the Service. **Please have them read this Agreement with you.**  
If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service.
- **Businesses**  
If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

### Your Use of the Service

#### Content on the Service

The content on the Service includes videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you, us or a third-party (collectively, "Content").

Content is the responsibility of the person or entity that provides it to the Service. We are under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including by violating the Community Guidelines or the law, you can report it to us.

#### iConnectFX™ Channels

Creating a iConnectFX™ channel will give you access to additional features and functions, such as live streaming, uploading videos, making comments, hosting webinars, etc. Here are some details about how to create your own iConnectFX™ channel.

To protect your account, keep your password confidential. You should not reuse your account password on third-party applications. Try to learn as much as you can about how to keep passwords secure, including what to do if you learn of any unauthorized use of your password has occurred.

#### Your Information

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use the Service. We will process any audio or audiovisual content uploaded by you to the Service in accordance with our Secure Data Processing Terms.

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### Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. You may also show iConnectFX™ videos through the embeddable iConnectFX™ player.

The following restrictions apply to your use of the Service. You are not allowed to:

1. access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from us and, if applicable, the respective rights holders;
2. circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
3. access the Service using any automated means (such as robots, botnets or scrapers) except (a) in the case of public search engines; or (b) with our prior written permission;
4. collect or harvest any information that might identify a person (for example, usernames), unless permitted by that person or allowed under section (3) above;
5. use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
6. cause or encourage any inaccurate measurements of genuine user engagement with the Service, including by paying people or providing them with incentives to increase a video's views, likes, or dislikes, or to increase a channel's subscribers, or otherwise manipulate metrics in any manner;
7. misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
8. run contests on or through the Service;
9. use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
10. use the Service to (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content, other than those allowed in the Advertising on iConnectFX™ policies (such as compliant product placements); or (b) sell advertising, sponsorships, or promotions on any page of any website or application that only contains Content from the Service or where Content from the Service is the primary basis for such sales (for example, selling ads on a webpage where iConnectFX™ videos are the main draw for users visiting the webpage); or

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11. upload, stream, transmit, broadcast, display, or in any other way provide content. Whether audio or video that violates the United States obscenity law and any other law prohibiting obscene, indecent, pornographic, prejudice, racism, or profane content.

### Reservation

Using the Service does not give you ownership of or rights to any aspect of the Service, including user names or any other Content posted by others or iConnectFX™.

### Changes to the Service

iConnectFX™ is constantly changing and improving the Service. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, change functionality and features, make changes to comply with law, or prevent illegal activities on or abuse of our systems. These changes may affect all users, some users or even an individual user. Whenever reasonably possible, we will provide notice when we discontinue or make material changes to our Service that will have an adverse impact on the use of our Service. However, you understand and agree that there will be times when we make such changes without notice, such as where we feel we need to take action to improve the security and operability of our Service, prevent abuse, or comply with legal requirements.

## Your Content and Conduct

### Uploading Content

If you have a iConnectFX™ channel, you may be able to upload Content to the Service. You may use your Content to promote your business or artistic enterprise. If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement (including the iConnectFX™ Community Guidelines) or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

### Rights you Grant

You retain ownership rights of your Content. However, we do require you to grant certain rights to iConnectFX™ and other users of the Service, as described below.

### License to iConnectFX™

By providing Content to the Service, you grant to iConnectFX™ a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and iConnectFX's (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service.

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### License to Other Users

You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds). For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Service.

### Duration of License

The licenses granted by you continue for a commercially reasonable period of time after you remove or delete your Content from the Service. You understand and agree, however, that iConnectFX™ may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted.

### Removing Your Content

You may remove your Content from the Service at any time. You also have the option to make a copy of your Content before removing it. You must remove your Content if you no longer have the rights required by these terms.

### Removal of Content By iConnectFX™

If we reasonably believe that any Content is in breach of this Agreement or may cause harm to iConnectFX™, our users, or third parties, we may remove or take down that Content at our sole discretion. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability for iConnectFX™ or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, iConnectFX™ or our Affiliates. You can learn more about reporting and enforcement, including how to appeal on the Troubleshooting page of our Help Center.

### Copyright Protection

If you believe your copyright has been infringed on the Service, please send us an email at: [Legal@WorldERP.com](mailto:Legal@WorldERP.com). iConnectFX's policies provide for the termination, in appropriate circumstances, of repeat infringers' access to the Service.

## Account Suspension & Termination

### Terminations by You

You may stop using the Service at any time. Follow these instructions to delete the Service, which involves closing your iConnectFX's channel and removing your data. You also have the option to download a copy of your data first.

### Terminations and Suspensions by iConnectFX™ for Cause

We may suspend or terminate your access to all or part of the Service if: (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we believe there has been conduct that creates (or could create) liability or harm to any user, other third party, iConnectFX's or our Affiliates.

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### Terminations by iConnectFX™ for Service Changes

We may terminate your access to all or part of the Service if we believe, in its sole discretion, that provision of the Service to you is no longer commercially viable.

### Notice for Termination or Suspension

We will notify you with the reason for termination or suspension by iConnectFX unless we reasonably believe that to do so: (a) would violate the law or the direction of a legal enforcement authority, or would otherwise risk legal liability for iConnectFX or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, iConnectFX or our Affiliates. Where iConnectFX is terminating your access for Service changes, where reasonably possible, you will be provided with sufficient time to export your Content from the Service.

### Effect of Account Suspension or Termination

If your account is terminated or access to the Service is restricted, you may continue using certain aspects of the Service (such as viewing only) without an account, and this Agreement will continue to apply to such use. If you believe your account has been terminated in error, you can appeal by contacting us at: [Legal@WorldERP.com](mailto:Legal@WorldERP.com).

## About Software in the Service

### Downloadable Software

When the Service requires or includes downloadable software (such as the iConnectFX™ video player), you give permission for that software to update automatically on your device once a new version or feature is available, subject to your device settings. Unless that software is governed by additional terms which provide a license, iConnectFX™ gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by iConnectFX™ as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by iConnectFX™, in the manner permitted by this Agreement. You are not allowed to copy, modify, distribute, sell, or lease any part of the software, or to reverse-engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have iConnectFX's written permission.

### Open Source

Some software used in our Service may be offered under an open source license that we make available to you. There may be provisions in an open source license that expressly override some of these terms, so please be sure to read those licenses.

## Other Legal Terms

### Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND ICONNECTFX™ DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE

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SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

### Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, ICONNECTFX™, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

1. ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
2. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
4. ANY INTERRUPTION OR CESSATION OF THE SERVICE;
5. ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
6. ANY CONTENT WHETHER SUBMITTED BY A USER OR ICONNECTFX, INCLUDING YOUR USE OF CONTENT; AND/OR
7. THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

ICONNECTFX™ AND ITS AFFILIATES' TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF REVENUE THAT ICONNECTFX™ HAS PAID TO YOU FROM YOUR USE OF THE SERVICE IN THE 12 MONTHS BEFORE THE DATE OF YOUR NOTICE, IN WRITING TO ICONNECTFX™, OF THE CLAIM; AND (B) USD \$500.

### Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless iConnectFX™, its Affiliates, officers, directors, employees and agents, 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 Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

### Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by iConnectFX™. We have no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

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### About this Agreement

#### Modifying this Agreement

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. iConnectFX™ will provide reasonable advance notice of any material modifications to this Agreement and the opportunity to review them, except that modifications addressing newly available features of the Service or modifications made for legal reasons may be effective immediately without notice. Modifications to this Agreement will only apply going forward. If you do not agree to the modified terms, you should remove any Content you have uploaded and discontinue your use of the Service.

#### Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: “Other Legal Terms”, “About This Agreement”, and the licenses granted by you will continue as described under “Duration of License”.

#### Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

#### No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

#### Interpretation

In these terms, “include” or “including” means “including but not limited to,” and any examples we give are for illustrative purposes.

#### Governing Law

All claims arising out of or relating to these terms or the Service will be governed by Wyoming law, except Wyoming’s conflict of laws rules, and will be litigated exclusively in the federal or state courts of Laramie County, Wyoming, USA. You and iConnectFX™ consent to personal jurisdiction in those courts.

#### Limitation on Legal Action

YOU AND EVENTMASTER™ AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.