

Terms and Conditions of Use

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Introduction

Welcome to our web site. Please read these Terms and Conditions of Use ("Agreement") carefully before using our web site. This Agreement sets forth the legally binding terms and conditions for your use of the various web sites owned and operated by ClearCompany, Inc. ("ClearCompany" or "we"), including, without limitation, the <http://info.clearcompany.com/> web site ("Sites"), and any other features, content, or applications offered from time to time in connection with such Sites (collectively, the "Services"). By viewing or otherwise using any of the Sites or Services, you agree to be bound by this Agreement. ClearCompany offers the Sites and Services subject to acceptance without modification of (a) all of the terms and conditions contained in this Agreement, (b) all other operating rules, policies and procedures that may be published from time to time on the Sites by ClearCompany and (c) all additional terms and conditions that may be promulgated by ClearCompany from time to time with respect to certain services offered by ClearCompany on the Sites, which are all incorporated into this Agreement by this reference.

The Sites and Services are available only to individuals who are at least 13 years old. You represent and warrant that if you are an individual, you are (i) at least 13 years old and (ii) if you are between the ages of 13 and 18, you have parental permission to enter into this Agreement and to use the Sites and Services. ClearCompany may, in its sole discretion, refuse to offer any portion of or all of the Sites and/or Services to any person or entity or change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Sites and Services is revoked in such jurisdictions.

We reserve the right in our sole discretion to (A) change, modify, add, or delete portions of this Agreement, (B) change, suspend, limit or discontinue any portion of or all of the Sites and/or Services (including, without limitation, the availability of any feature, database or content), and/or (C) charge for any portion of or all of the Sites and/or Services, in each case, at any time. We will provide notice of such changes only by posting the updated Agreement on our Sites and changing the "last updated" date listed above, by posting a notice on the Sites or by sending you an email. This Agreement applies exclusively to your access to, interaction with, and use of, the Sites and Services and does not alter in any way the terms or conditions of any other agreement you might have with ClearCompany for certain products or services, or otherwise. We encourage you to review our Agreement each time you visit any of our Sites to see if it has been updated since your last visit. Your continued use of the Sites and/or Services following our notice of any such changes constitutes acceptance of those changes.

Any questions or comments about the Sites should be directed to support@clearcompany.com.

Privacy Policy

ClearCompany believes strongly in protecting user privacy. ClearCompany has therefore adopted a Privacy Policy. Users of this Site should refer to ClearCompany's Privacy Policy, that is available for viewing here <http://info.clearcompany.com/hubfs/ClearCompany%20Privacy%20Policy.pdf> and that is incorporated into this Agreement by this reference, before providing any information.

Proprietary Rights

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Submissions

By submitting, disclosing, or offering any comment, feedback, postcard, suggestion, idea, note, drawing, concept, and/or other information, content, material or other item (each, a "Submitted Item") to ClearCompany, either online or offline and whether or not solicited by ClearCompany, including, without limitation, through your participation in a discussion forum or in an interactive area of the Sites, you hereby grant and agree to grant to ClearCompany, an irrevocable, nonexclusive, perpetual, worldwide, royalty-free, fully paid-up, sublicensable and transferable right and license to use, display, perform, modify, reproduce, publish, distribute, make derivative works of, and otherwise commercially and non-commercially exploit your Submitted Items (and all copyright, trade secret, trademark, or other intellectual property rights therein), in any medium now existing or hereafter developed (including but not limited to print, film, or electronic storage devices), in connection with the Sites, the Services and/or ClearCompany's (and its successors' and assigns') business, including without limitation for promoting and redistributing part or all of the Sites (and derivative works thereof) or the Services in any media formats and through any media channels (including, without limitation, third party websites), in each case, without compensation of any kind to you or any third party. You also hereby grant and agree to grant each user of the Sites and/or the Services a non-exclusive license to access your Submitted Items through the Sites and the Services and to use such

Submitted Items as permitted through the functionality of the Sites and the Services and under this Agreement.

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User Conduct

The Sites may include discussion forums and other interactive areas. All such forums and interactive areas shall be used only for non-commercial purposes. You are solely liable for any Submitted Items you upload or transmit to and for your activity in connection with the discussion forums or interactive areas of the Sites. By way of example, and not as a limitation, you agree not to use any of the Sites to do any of the following:

1. Upload, post, e-mail, transmit, publish or otherwise distribute or make available any message, information, text or other material ("Material") that may be considered to be unlawful, harmful, libelous, tortious, defamatory, obscene, vulgar, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, hateful, or racially, ethnically or otherwise objectionable;
2. Upload, post, e-mail, transmit, publish or otherwise distribute or make available any Material that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission,

any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the NASDAQ;

3. Upload, post, e-mail, transmit, publish or otherwise distribute or make available any Material that might infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party;
4. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
5. Without ClearCompany's written permission, upload, post, e-mail, transmit, publish or otherwise distribute or make available any unsolicited or unauthorized promotions, advertising or solicitations for funds, goods or services, including junk mail, spam, and chain letters;
6. Harm minors in any way; or
7. Upload, post, e-mail, transmit, publish or otherwise distribute or make available any Material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ClearCompany or any third party.

Additionally, you shall not: (a) take any action that imposes or may impose (as determined by ClearCompany in its sole discretion) an unreasonable or disproportionately large load on ClearCompany's (or its third party providers') infrastructure; (b) interfere or attempt to interfere with the proper working of any of the Sites and/or Services; (c) bypass any measures ClearCompany may use to prevent or restrict access to any portion of the Sites and/or Services (or other accounts, computer systems or networks connected to any of the Sites and/or Services); or (d) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Sites.

Furthermore, you shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Sites or Services, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Sites or Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

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Indemnification

You agree to defend, indemnify and hold harmless ClearCompany, its affiliates, and all of its and their officers, directors, agents, suppliers, and licensors from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to (a) your use of any of the Sites or Services or any Materials or Submitted Items you provide, including, but not limited to, any claim by a third party that any Materials or Submitted Items you provide infringe or violate such third party's rights or interests and/or (b) your breach of this Agreement. ClearCompany reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with ClearCompany in asserting any available defenses.

Removal and Disclosure

We reserve the right to, at our sole discretion, remove, take down, destroy or delete any Material and/or Submitted Items at any time and for any reason, including, but not limited to Material and Submitted Items that we deem inappropriate or which we believe might subject us to any liability. We may access, use and disclose transaction information about your use of our Sites and Services, and any Material and Submitted Items transmitted by you via or in connection with our Sites, to the extent permitted by law, in order to comply with the law (e.g., a lawful subpoena), to initiate, render, bill and collect for our products and services, to protect our rights or property, or to protect users of our Sites from fraudulent, abusive, or unlawful use of our Sites and Services. INDIRECT OR ATTEMPTED VIOLATIONS OF THIS AGREEMENT OR ANY RELATED POLICY, GUIDELINE OR AGREEMENT, AND

ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF, SHALL BE CONSIDERED VIOLATIONS OF THIS AGREEMENT BY YOU.

Applicable Law

These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles to the contrary. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Boston, Massachusetts, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts residing in Boston, Massachusetts, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any such suit, action, or proceeding arising out of this Agreement. Use of the Sites and Services is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this Section.

Termination

ClearCompany reserves the right, without notice and in its sole discretion at any time, to terminate your license to use any or all of the Sites and Services, to block or prevent future access to and use of any of the Sites and Services, and to remove and discard any Material and Submitted Items. Any fees paid hereunder are non-refundable. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Miscellaneous

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

The Agreement is the entire agreement between you and ClearCompany with respect to the use of the Sites and Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and ClearCompany with respect to the use of the Sites and Services. All waivers must be in writing. ClearCompany shall not be liable for any failure to deliver products or services or otherwise perform its obligations hereunder where such failure results from any cause beyond ClearCompany's reasonable control. The Agreement is personal to you, and is not assignable, transferable or sublicensable by you except with ClearCompany's prior written consent. ClearCompany may assign, transfer or delegate any of its rights and obligations hereunder without consent. Any attempted transfer in violation hereof will be void and of no effect. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the parties. No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Except as otherwise provided herein, all notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when

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