

SERVICE PROVIDER TERMS

Vetlist LLC d/b/a Veteran Resource List (“VRL”) provides a service via its veteranresourcelist.com website (the “Site”) whereby veterans (collectively, “Users”) can obtain and provide information regarding businesses, organizations and service providers (collectively, “Service Providers”). As a Service Provider, you also may be permitted to use the Site to submit information about yourself and your services, as well as access other features of the Site.

These Service Provider Terms (“Terms”) shall govern your use of the Site. Please read these Terms carefully. By using the Site, you acknowledge that you have read and understood all of these Terms and agree to be bound by them. In the event that you are a representative of a Service Provider that is a company or organization, you represent and warrant that you have the power to bind such company/organization and that your agreement to these Terms constitutes a valid and binding agreement of the company/organization.

VRL reserves the right to change the terms under which the Site is offered in its sole and absolute discretion at any time without notice. It is your responsibility to review these Terms for any changes each time that you use the Site. All changes to the Terms are effective from the date posted.

Registration to Use the Site

The Site enables Users to post reviews, information, materials and other content (collectively, “User Content”) regarding Service Providers. As a Service Provider that has registered to use the Site, you will be permitted to submit additional information about yourself or your company (collectively, “Your Content”). In addition, if you register for the premium services, you may be provided with additional promotional opportunities and the ability to respond to User Content.

In order to obtain such access to the Site, you must set up a Service Provider account (“Your Account”) and abide by these Terms. In setting up and maintaining Your Account, you agree to provide accurate information regarding your identity, your company/organization, your contact information, and any other information requested by VRL related to your services. You will set your own password for accessing the Site and shall be solely and strictly liable for everything that occurs through the use of Your Account. You are responsible for maintaining the confidentiality of your password and logging off of the Site when you are done using the Site, and you agree to accept responsibility for all activities that occur under Your Account or password. You agree to immediately notify VRL of any unauthorized use of your password or Your Account, or any other breach of security of which you become aware.

Premium Services

As a Service Provider, you have the option of signing up for VRL’s premium services (collectively, the “Premium Services”), whereby you can take advantage of additional features of the Site, such as the ability to post additional promotional materials and content regarding yourself and the ability to respond to reviews from Users.

If you sign up for the Premium Services, you may be permitted to include certain promotional materials and information on the Site (collectively, “Promotional Materials”). VRL has the sole right and authority to reject or remove any Promotional Materials that: (a) do not meet VRL’s

specifications; (b) VRL finds to be objectionable or unsuitable for the Site; (c) contain false or misleading information; (d) suggest an affiliation between you and VRL; (e) contain any hate speech, threatening messages, defamation, pornography, nudity or graphic or gratuitous violence; or (f) contains a link to a website (“Your Website”) that violates any of the foregoing terms.

If you sign up for the Premium Services, you will be charged VRL’s then current monthly fee. In order to sign up for the Premium Services, you must provide valid credit card information regarding a credit card that you are authorized to use. PLEASE NOTE THAT SUBMITTING THIS INFORMATION WILL RESULT IN A MONTHLY CHARGE DIRECTLY TO THE IDENTIFIED CREDIT CARD. VRL reserves the right to change the amount of its premium service fee, at any time in its sole discretion with or without notice. You hereby authorize VRL to charge your credit card for all fees that you incur in connection with your use of the Premium Services. Your credit card shall be billed on a monthly basis on the monthly anniversary of the date that you sign up for the Subscription Service (the “Billing Date”). In the event the actual date of the monthly anniversary is not in a month you are being charged for (e.g., you open your account on the 31st of a month and you are being charged for month that only has 30 days), your credit card shall be charged on the last day of such month.

In the event you have any dispute in the amount charged to your credit card, you will need to raise such a dispute by emailing VRL at admin@veteranresource.com within forty-five (45) days of VRL charging your credit card. In the event you do not raise any dispute within such forty-five (45) days, the charges will be deemed final and you hereby explicitly waive any right to dispute such charges. VRL shall review such a dispute and determine in its sole discretion as to whether an error needs to be corrected or whether the charges were correct. VRL shall respond to you with its decision and its decision shall be deemed final. In the event VRL determines a dispute is valid, VRL shall refund or credit your credit card for the appropriate amount and such refund or credit will be your sole and exclusive remedy for such dispute.

You may cancel your access to the Premium Services by updating Your Account via the Site, or by sending an email requesting cancellation to admin@veteranresource.com. If you decide to cancel the Premium Services, your cancellation request must be received no later than 5:00 p.m. EST on the business day prior to the Billing Date, otherwise your subscription will continue until the next Billing Date. No refunds will be provided in the event that you cancel your subscription during the middle of a billing period.

Your Use of the Site

You may use the Site only for legal and appropriate uses. VRL reserves the right to make changes to the Site at any time and without notice. Your access to and use of the Site is completely at the discretion of VRL, and your access to and use of the Site may be blocked, suspended, or terminated without prior notice at any time for any reason or for no reason, including, without limitation, for any violation of the following rules:

- You must comply with all state, federal, and/or international laws, rules, policies and/or licenses governing communications while using the Site, and with all applicable copyright, trademark, or other intellectual property rights laws.

- You may not reproduce, modify, display or otherwise use or exploit any of the User Content (including reviews) or other materials found on the Site for any purpose. By way of example, you may not post any reviews or other User Content on your own website or promotional materials.
- You may not interfere or attempt to interfere with the Site or another person's use of the Site by use of any program, script, command, device, software, routine, or otherwise.
- You may not attempt to gain unauthorized access to any portion or feature of the Site, by hacking, password "mining" or any other illegitimate means.
- You may not embed any page of the Site in "frames" running from other websites.
- You may not mirror the Site on any other website or server.
- You may not remove any copyright, trademark or other proprietary rights notices contained in or on the Site.
- You may not transmit any worms, Trojan Horses, viruses, defects, or any items of a destructive nature.
- You may not use automated means (such as harvesting bots, robots, spiders, or scrapers) to access the Site.
- You may not submit any reviews regarding yourself or for any Service Provider that you own, operate, manage, direct, work for, are invested in, are related to or are otherwise associated with (hereinafter, "Your Affiliate"). Nor may you submit any reviews regarding any Service Provider that is a competitor of you or Your Affiliate.
- You may not use the Site to harass any Users or other Service Providers.
- You may not upload or post any content which infringes any trademark, patent, copyright or trade secret or other proprietary right of any party, unless you are the owner of the rights or have the permission of the owner to post such content.
- You may not impersonate any other persons or otherwise misrepresent your identity or your affiliation with any person, group or entity.
- You may not create multiple accounts for the purpose of subverting any of the rules outlined herein.
- You may not take any other action that would undermine the purpose of the Site.

Disputes with Users

VRL is not the publisher of any of the reviews or other User Content found on the Site, nor does VRL endorse any User Content that is posted on the Site. Rather, VRL is an interactive computer service provider that allows Users to publish User Content. VRL does not have any

duty or obligation to investigate the accuracy of User Content. As a result, if you have any objection to any User Content found on the Site, your sole recourse is against the User that posted such User Content.

Because VRL has no responsibility for the User Content, you expressly acknowledge and agree that: (a) VRL shall not, under any circumstances, be liable to you based upon any User Content that is posted on the Site, regardless of whether such User Content is inaccurate, defamatory or incomplete; (b) you waive the right to bring or assert any claim against VRL relating to the User Content or any other interactions that you may have with a User; (c) you release VRL from any and all liability for or relating to any User Content or any other interactions that you may have with a User; and (d) you shall indemnify, defend and hold harmless VRL, its officers, managers, owners, employees, agents, designees, successors and assigns from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs, relating to or arising from any claim or right you may have against VRL with respect to any User Content or any other interactions that you may have with a User.

Use of Your Content

You shall be solely responsible for Your Content and Promotional Materials. By posting Your Content and Promotional Materials on the Site, you automatically grant VRL an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to: (a) use, copy, perform, display and distribute Your Content and Promotional Materials; (b) prepare derivative works based upon Your Content and Promotional Materials; (c) incorporate Your Content and Promotional Materials into other works, including the Site and related promotional materials; and (d) sublicense the foregoing rights others.

Warranties

You warrant that: (a) Your Content, Promotional Materials and Your Website do not contain any false or misleading information; (b) Your Content, Promotional Materials and Your Website do not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials; and (c) Your Content, Promotional Materials and Your Website do not infringe upon or violate the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights.

Indemnification

You agree to indemnify, defend and hold harmless VRL, its officers, managers, owners, employees, agents, designees, successors and assigns from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs, relating to or arising from: (a) any violation of these Terms by you; (b) Your Content, Promotional Materials and/or any other materials that are posted or activities that occur under Your Account; (c) any dispute between you and a User; and (d) your violation of the rights of any third party. VRL will have sole control of the defense of any such damage or claim.

Limitation of Liability

NEITHER VRL, NOR ANY OF VRL'S EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, OR LICENSORS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS' FEES,

OR FOR LOST DATA OR LOST PROFIT, ARISING OUT OF OR RELATING TO: (A) YOUR USE OF THE SITE OR INABILITY TO GAIN ACCESS TO OR USE THE SITE; (B) ANY USER CONTENT POSTED ON THE SITE; (C) YOUR INTERACTIONS WITH USERS OR OTHER SERVICE PROVIDERS; AND (D) ANY BREACH OF THESE TERMS BY VRL.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOU ACKNOWLEDGE AND AGREE THAT ANY AND ALL DISCLAIMERS IN THESE TERMS AND THE PROVISIONS OF THESE TERMS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK BETWEEN VRL AND YOU.

Notices

Where required, VRL may give notice to you by a general posting on the Site, by electronic mail, or by conventional mail to your address of record. You may give notice to VRL by electronic mail or by conventional mail to the address below. If you have any questions about these Terms, the practices of the Site, or your dealings with VRL, please send an email to admin@veteranresourcelist.com.

Miscellaneous

You acknowledge and agree that VRL shall be entitled to payment from you for any and all out-of-pocket costs, including, without limitation, attorneys' fees, incurred by VRL in connection with enforcing these Terms. The laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of these Terms, without regard to principles of conflicts of laws thereunder. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action arising out of these Terms.

You acknowledge and agree that the provisions, disclosures and disclaimers set forth in these Terms are fair and reasonable and your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. The failure of VRL to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect.

VRL shall have the right to assign these Terms and to sublicense any and all of its rights under these Terms. These Terms, including any documents referenced herein and any additional operating rules as posted on the Site, represent the entire understanding between you and VRL regarding your relationship with VRL and your use of the Site. These Terms supersede all previous written or oral agreements between you and VRL with respect to such subject matter. Notwithstanding any provision of these Terms, VRL has available all remedies at law or equity to enforce these Terms.