

CONNECT2CONCEPTS TERMS OF SERVICE IN THE UNITED STATES

Thank you for selecting the services offered by Connect2Concepts (includes Connect2, Connect2Concepts, Connect2My Rec (formerly GoBoardPro) and products generally referred to as "GoBoard or Connect2"), products of Connect2Concepts ("C2C"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you (If you're using our Services for an Organization, you're agreeing to this Agreement on behalf of that Organization) and C2C. By accepting electronically (for example, clicking "I Agree"), installing, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services.

A. GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the C2C online services provided to you on the website or app, including content, updates and new releases, (collectively, the "Services"). It includes by reference:

- C2C's Privacy Statement

2. YOUR RIGHTS TO USE THE SERVICES

1. The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by C2C. C2C reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, C2C grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.
2. You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:
 - a. Provide access to or give any part of the Services to any third party.
 - b. Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
 - c. Make the Services available on any file-sharing or application hosting service.

3. PAYMENT.

For Services offered on a payment or subscription basis, the following terms apply if you are the User paying for the Services, unless C2C or its third party affiliate notifies you otherwise in writing. The parties agree:

1. Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.
2. You must pay with one of the following:
 - a. A valid credit card acceptable to C2C;

- b. A valid debit card acceptable to C2C;
 - c. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
 - d. By another payment option C2C provides to you in writing.
3. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
4. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
5. C2C will automatically renew your monthly or annual Services at the then current rates, unless the Services are cancelled or terminated under this Agreement.

4. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, the Internet, and may require software. You agree that you are solely responsible for requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

C2C MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
2. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

5. YOUR PERSONAL INFORMATION.

You can view C2C's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable C2C Privacy Statement. C2C must notify client of any changes made in the privacy statement within ten days of such changes being made. You agree that C2C may use and maintain your data according to the C2C Privacy Statement, as part of the Services. You give C2C permission to use your users' non-identifiable, aggregated data to improve the Services.

6. CONTENT

1. **You are responsible for your content.** You are responsible for all materials, data, and personal information ("Content") uploaded, posted or stored through your use of the Services. You grant C2C the right to host Content provided by you through your use of the Services. C2C is not responsible for the Content or data you submit through the Services. You agree not to knowingly use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:
 - a. Content that is illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind;
 - b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
 - c. Except as permitted by C2C in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited communication or engage in spamming or flooding
 - d. Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owner; and
 - e. Virus, trojan horse, worm or other disruptive or harmful software , data or action including , but not limited to, the following:
 - probe, scan, or test the vulnerability of any system or network;
 - breach or otherwise circumvent any security or authentication measures;
 - access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to;
 - interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
 - access or search the Services by any means other than our publicly supported interfaces (for example, "scraping" or unauthorized data collection);
 - send unsolicited communications, promotions or advertisements, or spam;
 - send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
 - promote or advertise products or services other than your own without appropriate authorization;
 - abuse the Services in a manner that circumvents their storage space limits;
 - sell the Services or Services accounts via unauthorized channels via illegal or unauthorized website;
 - use automated or other means to create accounts in bulk or to access the Services other than by using our official interface and/or APIs;
 - publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial, sexual orientation, or ethnic hatred;

- violate the law in any way including storing, publishing or sharing material that's fraudulent, defamatory, misleading, or that violates the privacy or infringes the rights of others.
2. **Community forums.** The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public ("Community Forum"). C2C does not support and is not responsible for the content in these Community Forums. Please use respect when you interact with other users in a Community Forum. Do not reveal confidential or other information that you do not want to make public. Users may post hypertext links to content of third parties for which C2C is not responsible.
 3. **C2C may freely use feedback you provide.** You agree that C2C may use your feedback, suggestions, or ideas any way, including in future modifications of the Services, other products or services, advertising or marketing materials.
 4. **C2C may monitor your Content.** C2C may, but has no obligation to, monitor content on the Services. We may disclose any information necessary to satisfy our legal obligations, protect C2C or its customers, or operate the Services properly. C2C, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.
 5. **C2C may use your name and logo for marketing purposes.** Unless otherwise stated in writing to C2C, you agree that C2C may use your name and logo on client lists, websites, and other promotional materials.

7. ADDITIONAL TERMS

1. **C2C does not give professional advice.** Unless specifically included with the Services and Scope of Work, C2C is not in the business of providing legal, health care, or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.
2. **We may tell you about other C2C services.** You may be offered other services, products, or promotions by C2C ("C2C Services"). Additional terms and conditions and fees may apply. With some C2C Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant C2C permission to use information about your business and experience to help us to provide the C2C Services to you and to enhance the Services. You grant C2C permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally.
3. **Communications.** C2C may be required by law to send you communications about the Services or third party products. You agree that C2C may send these communications to you via email or by posting them on our websites.
4. **You will manage your passwords and accept updates.** You are responsible for securely managing your password(s) for the Services and to contact C2C if you become aware of

any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

1. Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee.

TO THE FULLEST EXTENT PERMITTED BY LAW, C2C AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. C2C, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

9. LIMITATION OF LIABILITY AND INDEMNITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF C2C, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES. SUBJECT TO APPLICABLE LAW, C2C, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET C2C SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF C2C AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C2C reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by C2C in the defense of any Claims.

10. CHANGES.

We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website and upon notification. We may also change or discontinue the Services, in whole or in part Your continued use of the Services indicates your agreement to the changes.

11. TERMINATION

C2C may immediately, in its sole discretion and without notice terminate this Agreement or suspend the Services if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect C2C's rights to any payments due for services in effect and agreed to before date of termination. C2C may terminate a free account at any time. Sections 2.2, and 3 will survive and remain in effect even if the Agreement is terminated.

12. GOVERNING LAW.

Texas state law governs this Agreement without regard to its conflicts of law's provisions, and venue is in Brazoria County, Texas.

13. DISPUTES.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY MEDIATION OR ARBITRATION.

14. GENERAL. This Agreement, including the Additional Terms (Section B), is the entire agreement between you and C2C and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties agree not to assign or transfer ownership of this Agreement.

B. ADDITIONAL TERMS AND CONDITIONS FOR CONNECT2CONCEPTS SERVICES

Your use of the following Services provided by Connect2Concepts ("C2C") are subject to the General Terms of Service above and these Additional Terms and Conditions. These Additional Terms and Conditions will prevail over any conflict or inconsistency with the General Terms of Service.

If you are entering into this Agreement on behalf of an organization or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions as its authorized representative, in which case the terms "you" or "your" will refer to such entity and its affiliates as well as you. If the legal entity that you represent does not agree with these terms and conditions, you must not accept this Agreement, register, and use or access the Services as an authorized representative.

1. SERVICES

Each of the following products and services are referred to in this Agreement as a "Service" and together as the "Services":

1. **Connect2 (includes Connect2MyRec, Connect2MyFitness, Connect2MyParks, Connect2MyPool, Connect2MyResort, Connect2MyHousing, Connect2MySpa, Connect2MySport, Connect2MyTennis, Connect2MyArena, and related market specific products).** Connect2 is a mobile solution for organizations to perform daily operations through the use of an acceptable mobile device to replace the use of paper based system for the modules provided. Each subscription may only be used to support one Account - User Facilities within a 25-mile geographic range using the same platform (SOP's, ERP, Forms and Modules).
2. **Connect2MyCloud.** Connect2MyCloud is an online solution for organizations to administer the system setup, reporting, messaging as well as daily operations. Connect2MyCloud may support one or more Client subscriptions or Accounts.
3. **Modification to Services.** We have the right, in our sole discretion, to revise, update, or otherwise modify the Services; and for all changes, to the extent reasonably possible, we will provide you with reasonable notice by email. Note that we may modify the amount of storage space you have through the Services and the number of times (and the maximum duration for which) you may access the Services in a given period of time. In the event we need to maintain the security of the system or comply with any laws or regulations, we reserve the right to modify the Services immediately, and to provide the Administrator with electronic or written notice within thirty (30) days after any material modifications. You may reject any changes to the Services by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement to such changes.

2. USERS.

1. **Types of Users.** The Services allow the following types of access and user rights: When you initially register for and create an account for a Service, you are, or a party that you authorize is, the administrator ("Administrator"). Administrators may authorize additional individuals to access the Services through the same account ("Additional Users"). Additional Users may include, for example, your staff, and clients. You may be referred to in this Agreement as "you", "your", or "User", or you may be referred to specifically in your applicable role as an Additional User or an Administrator. All Users will be required to accept this Agreement before accessing the Services. With respect to Connect2 or each Connect2MyCloud Account you access, you agree to these terms as an Administrator or an Additional User, as applicable. As any User of the Services, unless otherwise explicitly stated in this Agreement, all of these terms apply to you each time you access the Services.

- a. **For Administrators.** As an Administrator, the following applies to you: Only Administrators may designate another individual as a replacement Administrator. You agree that Additional Users are C2C customers, but that you are responsible for your Additional Users access to the Services. Depending on the types of access rights you grant to Additional Users, Additional Users may be able to delete, copy, or view the Content and data accessible in your account and add charges to the subscription. As Administrator, you are responsible for the access to the Services you grant to Additional Users. If you choose to close or terminate your access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. You agree to provide sufficient notice to Additional Users of your desire to terminate access to the Services before taking such actions. A violation of any terms of this Agreement by an Additional User may result in the termination of an Administrators or any Additional Users access to the Services.
- b. **For Additional Users.** As an Additional User, the following applies to you: When you register to access an account for which you are not an Administrator, you understand that you are accessing the Service as an Additional User and you may not have the same level of access or the same rights as an Administrator. Depending on the types of rights you are granted by the Administrator, you may be able to delete, copy, or view other Users Content and data. Please make sure that you have an agreement with the Administrator about your role and rights. If an Administrator chooses to close or terminate access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. As an Additional User, you understand that if you violate this Agreement, your access to our Services may be terminated, and we retain the right to also terminate access for any other Users of the same account.

3. SUBSCRIPTION.

1. **Payment for Services.** The Services are licensed on a monthly or yearly subscription basis to the User that pays for the Service. As the Administrator, you may choose whether you or another User pays for the subscription. Please review all of the details of the subscription that you purchase; some subscriptions provide access to one Service and others provide access to more than one Service.
2. **Subscription Cancellation for Failure of Payment.** In the event that C2C is unable to charge a User's chosen payment method in accordance with this Agreement C2C will notify you of any inability to collect payment before C2C terminates this Agreement.
3. **Subscription Cancellation by Client.** The Administrator may notify us if he or she wants to cancel the subscription prior to the beginning of the new subscription period. Any refund for an annual subscription will be based on the unused portion of the subscription beginning on the month after the subscription is canceled.
4. **Data Access After Cancellation.** After your access to Services is terminated, you may no longer have access to the Content in the Services. We suggest you retain your own copies of any data or Content that you may need. C2C is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

4. ACCOUNT FEATURES.

1. **Beta Features.** From time to time, we may include new or updated beta features in the Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature, you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an as is basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Feature is at your sole risk.

5. DATA ACCESS AND RETENTION.

1. **Data Access.** All current subscribers have access to their data through the Services.
2. **Data Retention.** C2C will retain data for current subscribers for a period of ten (10) years from the start of the subscription.

6. OTHER PRODUCTS AND SERVICES

1. **Third Party Products.** By using these Services, you agree that we may market to you or offer you access to products or services from third parties ("**Third Party Products**"). If you decide to use or access any Third Party Products, you agree that you are solely

responsible for your relationship with the provider of the product. C2C is not affiliated with Third Party Products and does not endorse or recommend any Third Party Products. You agree that the providers of the Third Party Products, and not C2C, are solely responsible for their own actions or inactions. C2C is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products. You agree that you will (a) review and comply with all Third Party Product terms and conditions, and (b) not use the Third Party Product in any manner that would infringe or violate the rights of C2C or any other party or in furtherance of criminal, fraudulent or other unlawful activity.

2. **Service Providers.** We may use third parties in the operation of our Services or to perform any of our obligations in this Agreement (each a "**Service Provider**"). In order for our Service Providers to be able to provide you with certain aspects of the Services, we may share a limited amount of your data or Content with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this information and prohibit the Service Provider from using any of your information for purposes unrelated to the Services.

7. **COMMUNICATION SERVICES.**

We may provide you with the opportunity to communicate with other Users within the Services, or with other third parties through the Services ("**Communication Services**"). You may choose whether or not you would like to use the Communication Services. You agree that you have received permission to communicate with any third parties who are not Users through the Communication Services, and that such third parties have agreed to C2C's use and disclosure of data available in the Communication Services in accordance with this Agreement. Users who you communicate with may have access in the future to the data provided through the Communication Services, and you may not have the ability to restrict that access. C2C's systems may extract certain data (e.g., numbers, names, or attachments) from the Communication Services and provide it to you in other parts of the Services.

8. **APPLE REQUIREMENTS IF YOU DOWNLOADED THE SERVICES FROM THE APPLE ITUNES STORE THE FOLLOWING APPLY:**

1. **Acknowledgement:** You acknowledge that this Agreement is between you and C2C only, and not with Apple, and C2C, not Apple, is solely responsible for the Services and the content thereof.
2. **Scope of License:** The license granted to you for the Services is a limited, non-transferable license to use the Services on an iOS product that you own or control and as permitted by the Usage Rules set forth in the Apple iTunes App Store Terms of Service.
3. **Maintenance and Support:** C2C and not Apple is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

4. **Warranty:** C2C is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services in the Apple iTunes App Store to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be C2C's sole responsibility, as between C2C and Apple.
5. **Product Claims:** C2C, not Apple, is responsible for addressing any user or third party claims relating to the Services or the user's possession and/or use of the Services, including, but not limited to: (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
6. **Intellectual Property Rights:** You acknowledge that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
7. **Legal Compliance:** You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
8. **Third Party Beneficiary** You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

February 2022

**CONNECT2CONCEPTS TERMS IN THE UNITED STATES
SIGNATURE PAGE**

My signature below indicates that I am an authorized representative and have read and agree to the Terms of Service for Connect2Concepts.

Authorized Representative:

Name (please print)

Title (please print)

Signature

Date (please print)

Organization Name (please print)

Connect2Concepts Authorized Representative:

Jennifer Jacobs

Owner, Connect2Concepts LLC

Signature: _____

Date: _____