



## DATA SUBSCRIPTION SERVICES TERMS AND CONDITIONS

### ARTICLE 1. INTRODUCTION

The following describes the terms upon which SRECTrade, Inc. (“**SRECTrade**”) offers you access to our services. By clicking “Subscribe”, “Sign Up”, “Change Plan” or similar, subscribing, registering, accessing or using our services (including, but not limited to access to or use of SRECTrade’s website, the Data Subscription Services (“**DSS**”), which may include market analysis, pricing data, and other data proprietary to SRECTrade, developer platforms, premium services, or any content or information provided as part of these services, collectively, “**Services**”), you are entering into a legally binding agreement (either individually or on behalf of a Company).

These **DSS Terms and Conditions** include the **SRECTrade DSS User Agreement**, the **SRECTrade DSS Terms of Service**, the **SRECTrade Privacy Policy**, and other terms that will be displayed to you at the time you first use certain features or Services, all of which may be amended by SRECTrade from time to time. SRECTrade shall provide notice by email, to the email address on file in User’s SRECTrade account at the time of notice, if changes are made to the **SRECTrade DSS User Agreement**, the **SRECTrade DSS Terms of Service**, or the Privacy Policy. After such notice has been provided, continued use of the Services constitutes understanding and acceptance of these **DSS Terms and Conditions**.

These **DSS Terms and Conditions** apply to both registered “**Members**” and unregistered “**Visitors**” for use of the SRECTrade website and of the SRECTrade Services. Both Members and Visitors are hereinafter referred to as “**User(s)**”.

### ARTICLE 2. SRECTRADE DSS USER AGREEMENT

This DSS User Agreement (the “**Agreement**”) is entered into by and between a user of SRECTrade (hereinafter, “**User**”) and SRECTrade, Inc. (hereinafter, “**SRECTrade**”), a Delaware corporation (User and SRECTrade are hereinafter individually referred to as a “**Party**” or collectively referred to as the “**Parties**”). This User Agreement applies to any and all Users of SRECTrade, and specifies the general terms by which SRECTrade offers its Services to its Users.

#### I. Using SRECTrade

A. While using SRECTrade, User agrees that it will not:

1. Violate any laws, third party right, or the **SRECTrade Privacy Policy**;
2. Fail to deliver Payment for Services subscribed to by User, where such obligations may be applicable to User’s use of SRECTrade;
3. Circumvent or manipulate SRECTrade’s Subscription Fee structure, the billing process, or Subscription Fees owed to SRECTrade;
4. Post or otherwise disseminate false, inaccurate, misleading, defamatory, or libelous content (including personal information);
5. Transfer User’s SRECTrade Account (including feedback) and User ID and/or password to a third party without the express, written consent of SRECTrade;
6. Distribute viruses or any other technologies that may harm SRECTrade, the SRECTrade website, or the interests, information or property of SRECTrade Users;
7. Copy, scrape, modify, or distribute content from the SRECTrade website, or misuse or otherwise infringe upon SRECTrade’s copyrights and/or trademarks; or



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8. Harvest or otherwise collect information about Users, including email addresses and financial information, without each User's express, written consent.
- B.** By entering into this Agreement, each Party represents and warrants to the other Party that:
1. It has the legal right to enter into this Agreement and to perform its obligations hereunder;
  2. It has taken all necessary action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
  3. This Agreement constitutes a legal, valid and binding agreement of such Parties;
  4. It has all necessary power and authority to perform its obligations in this Agreement; and
  5. It has obtained all necessary consents, authorizations and approvals from any third party (including any federal, state or local governmental or regulatory authority), which may be required for such Party to execute and deliver this Agreement.

## II. Service Availability; Cancellation

- A.** SRECTrade may change, suspend or terminate any Service, or change or modify its Subscription Fees at any time and at its sole discretion. To the extent permitted by law, these changes may be effective upon notice provided to the User pursuant to **Article 1** hereof.
- B.** User understands and agrees that SRECTrade has no obligation to store, maintain or otherwise provide User with a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our **Privacy Policy**.
- C.** Without limiting other remedies, SRECTrade may limit, suspend, or terminate SRECTrade's Services and User Accounts, prohibit access to SRECTrade's website, delay or remove hosted content, and take technical and legal steps to prevent User from accessing the SRECTrade website if SRECTrade believes in good faith that User is creating problems or possible legal liabilities, is engaging in fraudulent activity, or is acting inconsistently with the letter or spirit of the **SRECTrade DSS Terms and Conditions**, inclusive of the **SRECTrade Privacy Policy**.

## III. Fees

- A.** SRECTrade's Services are subject to monthly "**Subscription Fees**", based upon the SRECTrade DSS Subscription Fee Schedule, and as set forth in the **DSS Terms of Service**. Subscription Fees will only be levied upon User for DSS Subscriptions authorized by User in User's SRECTrade Account. SRECTrade reserves the right to change its Subscription Fees from time to time. Changes to the SRECTrade DSS Subscription Fee Schedule are effective after SRECTrade provides User with at least fourteen (14) day's notice by posting the changes on the SRECTrade website.
- B.** SRECTrade may choose to temporarily change the Subscription Fees for SRECTrade's Services for promotional events or new Services, and such changes are effective when SRECTrade posts the temporary promotional event or new Service on the SRECTrade website, subject to the conditions of such promotional events or new Services.
- C.** User shall review the **DSS Terms of Service** for the comprehensive terms regarding the Fees charged for SRECTrade's Services.



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### IV. Liability

- A. Neither Party will hold the other responsible for other Users' actions or inactions, including comments written or posted on the SRECTrade site. However, where User designates and authorizes a third party manager-User ("**Manager**") to manage User's SRECTrade Account and to act on User's behalf by providing such Manager with access to User's SRECTrade Account, User will be responsible and liable to SRECTrade for the actions of Manager.
- B. SRECTrade cannot guarantee continuous or secure access to SRECTrade's Services, and operation of the SRECTrade website may be interfered with by numerous factors outside of SRECTrade's control. Accordingly, to the extent permitted by law and pursuant to the terms of the **SRECTrade Privacy Policy**, SRECTrade hereby excludes all implied warranties, terms and conditions.
- C. SRECTrade is not responsible for Subscriptions, Upgrades, Downgrades, Cancellations or Reinstatements, or other Account updates not being processed or not being accepted due to technical difficulties, force majeure, or other impossibility that prevents SRECTrade from performing its obligations, including, but not limited to, any inability to communicate with the Payment-Processing Entity as a result of the Payment-Processing Entity's technical difficulties, database failure, system maintenance, or other such event.
- D. Neither Party will be liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of the use of SRECTrade. By agreeing to these **DSS Terms and Conditions**, User affirms its understanding and acceptance of the Disclaimer made in **Article 3.I** hereof.
- E. Irrespective of the previous paragraph, and in recognition of the relative risks and benefits of this arrangement between User and SRECTrade, the risks have been allocated such that the User agrees, to the fullest extent permitted by law, to limit the liability of SRECTrade to the application or to any third party for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witnesses' fees and costs, so that the total aggregate liability owed by SRECTrade to User or to any third party shall not exceed the greater of (a) the total Subscription Fees User paid to SRECTrade in the twelve (12) months prior to the action giving rise to the liability, and (b) U.S. \$100.00.

### V. Release

- A. If either Party has a dispute with one or more Users, the disputing Party releases the non-disputing Party (and their officers, directors, agents, subsidiaries, joint ventures and employees) 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.

### VI. Access and Interference

- A. The information on the SRECTrade website is proprietary or is licensed to SRECTrade by SRECTrade's Users or third parties. User agrees that they will not use any robot, spider, scraper or other automated means to access the SRECTrade website for any purpose without SRECTrade's express, written permission and consent.
- B. Additionally, User agrees that User will not:



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1. Take any action that imposes or may impose (as interpreted by SRECTrade at its sole discretion) an unreasonable or disproportionately large load on SRECTrade's infrastructure;
2. Copy, scrape, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for User's information) from the SRECTrade website without the express, written permission and consent of SRECTrade and the appropriate third party, as applicable;
3. Interfere or attempt to interfere with the proper working of the SRECTrade website or any activities conducted on the SRECTrade website; or
4. Bypass SRECTrade's robot exclusion headers or any other such measures that SRECTrade may use to prevent or restrict access to the SRECTrade website.

### VII. Privacy

- A. SRECTrade views protection of User's privacy as a very important software principle. SRECTrade will use User's information only as described in the **SRECTrade Privacy Policy**. SRECTrade stores and processes User's information on computers located in the United States that are protected by physical as well as technological security devices. User can access and modify the information User provides us and may choose not to receive certain communications by opting out of emails received via an "Unsubscribe" or similar opt-out mechanism. SRECTrade reserves the right to use third parties to verify and certify SRECTrade's privacy principles. For a complete description of how SRECTrade uses and protects User's personal information, please see the **SRECTrade Privacy Policy**, available on [www.SRECTrade.com/privacy](http://www.SRECTrade.com/privacy).

### VIII. Indemnity

- A. If any claim or demand, including reasonable attorneys' fees, is made by any third party due to or arising out of a breach of this Agreement or violation of any law or the rights of a third party by a Party to this Agreement (the "**Offending Party**"), the Offending Party will indemnify and hold harmless the other Party (and their officers, directors, agents, subsidiaries, joint ventures and employees) from such claim or demand.

### IX. No Agency; Advice

- A. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- B. User understands that SRECTrade is not qualified to give either legal advice or tax advice regarding prospective transactions or otherwise, and User shall not rely on SRECTrade for advice on such matters.

### X. Notices

- A. Except where explicitly stated otherwise, such as in **Article 1** and in **Article 2.III** hereof, notice shall be served on SRECTrade's national registered agent (in the case of SRECTrade) or on the agent or representative that User provides to SRECTrade during the registration process (or to the Manager, agent, representative on file in User's SRECTrade account at the time of notice, if different) (in the case of User), where the law



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requires such service. Alternatively, SRECTrade may give User legal notice by certified mail to the address provided during the registration process, where the law permits such service. In such case, notice shall be deemed to be complete on the day the certified mail receipt is signed by User or User's Manager, agent or representative.

### **XI. Governing Law**

- A. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York and of the United States without giving effect to the doctrine of conflict of laws. All claims arising out of this Agreement that are not governed by Article 2.XII hereof shall be resolved in accordance with the laws of the State of New York in a court of competent jurisdiction.

### **XII. Resolution of Disputes**

- A. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WHICH CANNOT BE RESOLVED BY NEGOTIATION OR MEDIATION BETWEEN THE PARTIES, SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION WITH ONE ARBITRATOR IN A VENUE MOST CONVENIENT TO THE PARTIES. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES.
- B. THE COSTS OF THE ARBITRATION SHALL BE SHARED EQUALLY BETWEEN THE PARTIES, EXCEPT THAT EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS' FEES AND COSTS IN PREPARING AND PRESENTING ITS CASE. THE ARBITRATOR'S AWARD MAY BE CONFIRMED, ENTERED, AND ENFORCED AS A FINAL JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE THE PARTIES FROM SEEKING PROVISIONAL REMEDIES TO MAINTAIN THE STATUS QUO AND IN AID OF ARBITRATION FROM A COURT OF COMPETENT JURISDICTION; PROVIDED, HOWEVER, THAT, SHOULD USER FILE A CLAIM CONTRARY TO THIS SECTION, SRECTRADE MAY RECOVER ATTORNEYS' FEES AND COSTS INCURRED TO ADDRESS SUCH IMPROPER CLAIM, PROVIDED THAT SRECTRADE HAS NOTIFIED USER IN WRITING OF THE IMPROPERLY FILED CLAIM(S), AND USER HAS FAILED TO PROMPTLY WITHDRAW THE CLAIM(S).
- C. THE ARBITRATOR'S AWARD SHALL BE ISSUED IN WRITING AND CONFINED TO A STATEMENT OF THE AMOUNT OF DAMAGES (IF ANY) AWARDED TO EITHER OR BOTH PARTIES ON THE CLAIMS AND COUNTERCLAIMS SUBMITTED TO THE ARBITRATOR. THE ARBITRATOR SHALL BE AUTHORIZED TO AWARD COMPENSATORY DAMAGES, BUT SHALL NOT BE AUTHORIZED (I) TO AWARD NON-ECONOMIC DAMAGES, SUCH AS FOR EMOTIONAL DISTRESS, PAIN AND SUFFERING OR LOSS OF CONSORTIUM, (II) TO AWARD PUNITIVE DAMAGES, OR (III) TO REFORM, MODIFY OR MATERIALLY CHANGE THIS AGREEMENT OR ANY OTHER AGREEMENTS



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CONTEMPLATED HEREUNDER; PROVIDED, HOWEVER, THAT THE DAMAGE LIMITATIONS DESCRIBED IN PARTS (I) AND (II) OF THIS TERM WILL NOT APPLY IF SUCH DAMAGES ARE STATUTORILY IMPOSED. THE ARBITRATOR SHALL ALSO BE AUTHORIZED TO GRANT ANY TEMPORARY, PRELIMINARY OR PERMANENT EQUITABLE REMEDY OR RELIEF HE OR SHE DEEMS JUST AND EQUITABLE AND WITHIN THE SCOPE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, AN INJUNCTION OR ORDER FOR SPECIFIC PERFORMANCE.

- D. BY AGREEING TO THIS BINDING ARBITRATION PROVISION, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING CERTAIN RIGHTS AND PROTECTIONS THAT MAY OTHERWISE BE AVAILABLE IF A CLAIM BETWEEN THE PARTIES WERE RESOLVED BY LITIGATION IN A COURT OF LAW.

### XIII. Termination

- A. Either Party may cancel or terminate this Agreement, together with the **SRECTrade DSS Terms of Service**, at any time and for any reason. Notwithstanding the foregoing, the Effective Date of such cancellation or termination shall be subject at all times to the **SRECTrade DSS Terms of Service**.

### XIV. Entire Agreement; Amendment

- A. **Entire Agreement.** Together with the **SRECTrade DSS Terms of Service** and the **SRECTrade Privacy Policy**, this Agreement constitutes the entire agreement between the Parties, and there are no other representations, oral or otherwise, regarding the subject of this Agreement that are binding on either Party.
- B. **Amendment.** Together with the **SRECTrade DSS Terms of Service** and the **SRECTrade Privacy Policy**, this Agreement may be amended by SRECTrade from time to time. SRECTrade shall provide notice by email, to the email address on file in User's SRECTrade account at the time of notice, if changes are made to the **SRECTrade DSS User Agreement**, the **SRECTrade DSS Terms of Service**, or the **Privacy Policy**. After such notice has been provided, continued use of the Services constitutes understanding and acceptance of these **DSS Terms and Conditions**.

### XV. Severability

- A. Together with the **SRECTrade DSS Terms of Service** and the **SRECTrade Privacy Policy**, the terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or otherwise unenforceable, the remainder of the provisions herein shall continue to be valid and enforceable.

### XVI. Survival

- A. The following Sections survive termination, cancellation, or expiration of this Agreement: **Article 2.III. Fees** (with respect to Subscription Fees owed for Services); **Article 2.IV. Liability**; **Article 2.V. Release**; **Article 2.VI. Access and Interference**; **Article 2.VII. Privacy**; **Article 2.VIII. Indemnity**; **Article 2.IX. No Agency; Advice**;



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Article 2.X. Notices; Article 2.XI. Governing Law; Article 2.XII. Resolution of Disputes; and Article 2.XV. Severability.

### XVII. Non-waiver

- A. The failure or delay of either Party to exercise any of its rights hereunder for breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either Party, whether written or oral, express or implied, of any rights or arising from this Agreement subsequent occasion; and no concession by either Party shall be treated as an implied modification of the Agreement, unless specifically agreed to in a writing signed by the Parties.

### ARTICLE 3. SRECTRADE DSS TERMS OF SERVICE

SRECTrade's DSS Service provides a platform wherein User can access proprietary market analysis, pricing data, and more for User's informational purposes. These **DSS Terms of Service** apply to all registered Users of the Service.

#### I. Disclaimer.

- A. **No Advice.** The information, data, and/or any of its components that are accessible to Users by nature of the Services (collectively, the "Materials") are for informational purposes only. The Materials are not intended as investment, tax, legal, or financial advice, or as an offer or solicitation for the purpose or sale of any financial instrument, environmental commodity, or other investment. User is encouraged to seek professional investment, tax, legal or financial advice prior to executing a transaction for the purchase or sale of any financial instrument, environmental commodity, or other investment.
- B. **No Warranty; No Guarantee.** SRECTrade, Inc. does not warranty or guarantee the Materials that are accessible to User, as to their completeness, accuracy, or fitness for a particular purpose, express or implied, and such Materials are subject to change without notice. Past performance, market analysis, and historical pricing data should not be taken as an indication or guarantee of future performance, future market conditions, or future prices, and no representation or warranty, express or implied, is made regarding future performance, future market conditions, or future prices.
- C. **Materials Subject to Change.** The Materials are subject to change at any time without notice. Any comments or statements made in the Materials do not necessarily reflect those of SRECTrade, Inc., and may represent a third party analysis. SRECTrade, Inc. may have issued, and may in the future issue, publish, or post other Materials, communications, analysis, data, or reports that are inconsistent with, and reach different conclusions from, the information presented in the Materials.

- II. **Copyright; No License.** The Materials are protected by copyright laws and contain material proprietary to SRECTrade, Inc. The Materials may not be reproduced, republished, distributed, transmitted, displayed, broadcasted or otherwise disseminated or exploited in any manner without the express prior written permission of SRECTrade, Inc. The receipt or possession of the Materials does not convey any rights or license to reproduce, disclose, or distribute its contents, or to manufacture, use, or sell anything that it may describe, in whole or in part. If consent to use the Materials is granted, reference and sourcing must be attributed to the Materials and to SRECTrade, Inc. If User has questions about the use or reproduction of the Materials, User should contact SRECTrade, Inc.



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**III. Definitions.** Capitalized terms used herein and not otherwise defined will have the meanings set forth below.

“Account” means User’s SRECTrade Account, wherein User accesses User’s Subscription, updates its Payment Method, reviews its Subscription Plan, Invoices, and more.

“Billing” or “Bill” (where such term is used as a verb) means a charge, debit or other payment clearance, as applicable, made against User’s Payment Method on the Billing Date or subsequent attempt to collect Payment, in accordance with the terms hereof.

“Billing Period” means the twenty-eight (28) to thirty-one (31) day period from which usage of a Subscription Plan is calculated. The Billing Period commences each period on the User’s Billing Date, as such term is defined herein, and ends each period on the day prior to User’s Billing Date. For example, if User’s Billing Date is November 1, the Billing Period would be November 1 through November 31, and User’s Billing Date would be the 1<sup>st</sup> day of each subsequent month.

“Downgrade” means to Subscribe to a Subscription Plan of a lower tier than the User’s current Subscription Plan. This command may also be referred to as “Change Plan” or similar.

“Invoice” means the itemized bill for the Services provided or to be provided under User’s Subscription. An Invoice, which will be issued for each Billing Period, may include bills for the current Billing Period’s Subscription Fees, and may also include pro-rated Subscription Fees and Refunds from the previous Billing Period.

“Past Due Subscription Fees” means an Invoice for Services rendered that goes unpaid for more than thirty (30) calendar days. Per the terms hereof, a Past Due Subscription Fee could be incurred if or when a User Upgrades its Subscription, and subsequently Cancels its Subscription during the current Billing Period. In this event, the subsequent Billing Period’s Invoice would only include the pro-rated Subscription Fee for the portion of the previous Billing Period for which User had access to the Upgraded Subscription Plan, and the Refund for the previous Billing Period as such term is defined herein.

“Payment” means the successful delivery and collection of funds from User’s Payment Method.

“Payment-Processing Entity” means a third party service provider who assists SRECTrade in providing our Services, including but not limited to the collection of Subscription Fees. Please refer to Section 3.5 of the **Privacy Policy** for information about how SRECTrade shares data with third parties.

“Refund” means a pro-rated reimbursement for the current Billing Period’s Subscription Fee, which will be issued in the subsequent Billing Period’s Invoice, if User Upgrades in the current Billing Period. The Refund will partially offset the pro-rated Subscription Fee that will be Billed for the Upgraded Subscription Plan in the subsequent Billing Period’s Invoice.



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“Subscribe” means to sign up or to register for a Subscription Plan. Subscribing for a new, updated, or different Subscription requires User to click “Subscribe”, “Confirm”, “Change Plan”, “Update Plan”, “Upgrade Plan” or a similar command.

“Subscription Plan” or “Subscription” means the DSS plan for which User has subscribed upon Account registration, Upgrade, Downgrade, or Reinstatement. SRECTrade’s DSS Service offers multiple, tiered Subscription Plans, each of which is subject to a Subscription Fee in accordance with the SRECTrade DSS Subscription Fee Schedule.

“Upgrade” means to Subscribe to a Subscription Plan of a higher tier than the User’s current Subscription Plan. This command may also be referred to as “Change Plan” or similar.

### IV. Subscription Fees.

A. In accordance with Article 2.III of the **SRECTrade DSS User Agreement**, SRECTrade’s Services are subject to monthly “**Subscription Fees**”, based upon the SRECTrade DSS Subscription Fee Schedule, and as set forth in the **SRECTrade DSS Terms of Service**. Subscription Fees will only be levied upon User for DSS Subscriptions authorized by User in User’s SRECTrade Account.

1. SRECTrade reserves the right to change its Subscription Fees from time to time. Changes to the SRECTrade DSS Subscription Fee Schedule are effective after SRECTrade provides User with at least fourteen (14) day’s notice by posting the changes on the SRECTrade website. User’s continued use of the Service after the price change goes into effect constitutes User’s agreement to pay the new Subscription Fee.
2. SRECTrade may choose to temporarily change the Subscription Fees for SRECTrade’s Services for promotional events or new Services, and such changes are effective when SRECTrade posts the temporary promotional event or new Service on the SRECTrade website, subject to the conditions of such promotional events or new Services.

### V. Billing and Payment.

A. **Account Setup; Billing Information and Authorization.** In order to Subscribe for a DSS Subscription, User will be required at the time of Account setup to provide SRECTrade with a valid “**Payment Method**”, including, but not limited to, User’s credit card information and User’s billing address. By clicking “Subscribe”, “Confirm”, “Change Plan”, “Update Plan”, “Upgrade Plan” or similar, User agrees to pay SRECTrade in accordance with the terms set forth herein, and User hereby authorizes SRECTrade to Bill User’s Payment Method on a periodic basis, in accordance with such terms.

B. **Billing Date; Effective Date of Change to Subscription.** The calendar date on which User first Subscribes for a DSS Subscription shall be the User’s “**Billing Date**”, the date on which User shall be Billed for the upcoming Billing Period’s Subscription. User’s Billing Date will not change if or when User Upgrades, Downgrades, or Reinstates its Subscription, and the Billing Date shall also be the Effective Date of any changes made to User’s Subscription during the prior Billing Period, with the exception of Upgrades. If User’s initial Account setup takes place on the 30<sup>th</sup> or 31<sup>st</sup> of a month, User’s Billing Date will be the last calendar day of each subsequent month. For example, a Subscription beginning on January 31<sup>st</sup> will subsequently be Billed on February 28<sup>th</sup>, March 31<sup>st</sup>, April



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30<sup>th</sup>, and so forth. Accordingly, a Billing Period may last for twenty-eight (28) to thirty-one (31) days per period.

### C. Billing.

- 1. Recurring Billing.** By Subscribing to a DSS Subscription Plan and providing or designating a Payment Method, User agrees and understands that it will be Billed a monthly Subscription Fee at the then-current rate, plus any pro-rated Subscription Fees and Refunds, where applicable. User acknowledges that the amount Billed each month may vary, subject to User's indication to change (Upgrade, Downgrade, etc.) its Subscription Plan and SRECTrade's right to change its Subscription Fees from time to time. Furthermore, User understands that the issuer of User's Payment Method may charge User a foreign transaction fee or other charges, and that SRECTrade shall not be responsible for reimbursing such fees or charges. User should check with its Payment Method service provider for details regarding its fees and charges.
- 2. Billing Date.** Billing for User's Subscription Fee will occur once per Billing Period on User's Billing Date. On the Billing Date, SRECTrade shall issue an Invoice and Bill User's Payment Method for the current Billing Period ("**First Attempt**"). If Payment of the Bill is successful, User will receive email confirmation that the Subscription Fee for the Billing Period has been paid. If User's Payment Method fails due to insufficient funds, fraud, credit card expiration or otherwise, User will receive an email notification that its Payment Method failed, and that a "**Second Attempt**" to collect Payment will be made seven (7) days after the Billing Date. During this period, User will be "**Locked**" out of its Subscription until a corrected or new Payment Method is provided, and the outstanding Payment is made. User will be able to log into its Account to correct or update its Payment Method information so that SRECTrade may re-attempt to collect Payment on the date that a Payment Method is updated, and on subsequent attempts.
- 3. Second Attempt following Failed Payment.** If User's Payment Method fails on the Billing Date, SRECTrade shall make a Second Attempt to collect Payment for the Subscription Fee seven (7) days after the Billing Date. If User's Payment Method fails on the Second Attempt, User will receive an email notification that its Payment Method failed, and that a "**Third Attempt**" to collect Payment will be made seven (7) days following the Second Attempt. During this period, User will remain Locked out of its Subscription until a corrected or new Payment Method is provided, and the outstanding Payment is made. User will be able to log into its Account to correct or update its Payment Method information so that SRECTrade may re-attempt to collect Payment on the date that a Payment Method is updated, and on subsequent attempts.
- 4. Third Attempt following Failed Payment.** If User's Payment Method fails on the Second Attempt, SRECTrade shall make a Third Attempt to collect Payment for the Subscription Fee seven (7) days after the Second Attempt. If User's Payment Method fails on the Third Attempt, User will receive an email notification that its Payment Method failed, and that a "**Fourth Attempt**" to collect Payment will be made seven (7) days following the Third Attempt. During this period, User will remain Locked out of its Subscription until a corrected or new Payment Method is provided, and the outstanding Payment is made. User will be able to log into its Account to correct or update its Payment Method information so that SRECTrade may re-attempt to collect Payment on the date that a Payment Method is updated, and on subsequent attempts.
- 5. Fourth Attempt following Failed Payment.** If User's Payment Method fails on the Third Attempt, SRECTrade shall make a Fourth Attempt to collect Payment for the



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Subscription Fee seven (7) days after the Third Attempt. If User's Payment Method fails on the Fourth Attempt, User will receive an email notification that its Payment Method failed, and User will remain Locked out of its Subscription until a corrected or new Payment Method is provided, and the outstanding Payment is made. User will be able to log into its Account to correct or update its Payment Method information so that SRECTrade may re-attempt to collect Payment on the date that a Payment Method is updated, and on subsequent attempts. If the Subscription Fee for the current Billing Period is unpaid after the Fourth Attempt, SRECTrade will automatically Cancel User's Subscription on the subsequent Billing Date (which may be as soon as one (1) day after the Fourth Attempt).

6. **Locked Accounts; Regaining Access to Locked Account.** If User's Payment Method fails on any Attempt to collect Payment, SRECTrade will place a "**Lock**" on User's Subscription until the outstanding Payment is made. The Lock will disable User from accessing its Subscription until the outstanding Payment is made. In order to have the Lock removed, User will be required to log into its Account and to enter a new or updated Payment Method. Once User has entered a new or updated Payment Method, SRECTrade will attempt to Bill for the outstanding Payment, pursuant to the terms and conditions hereof. If Payment is successful, SRECTrade shall "**Unlock**" User's Account, and User will regain access to its Subscription. If the Subscription Fee for the current Billing Period is unpaid after the Fourth Attempt, SRECTrade will automatically Cancel User's Subscription on the subsequent Billing Date (which may be as soon as one (1) day after the Fourth Attempt).

**D. No Refund; Billing Disputes. EXCEPT AS PROVIDED IN THESE TERMS OF SERVICE,** PAYMENTS FOR SUBSCRIPTION FEES ARE NON-REFUNDABLE, AND THERE ARE NO REFUNDS OR ACCOUNT CREDITS FOR PARTIALLY USED OR UNUSED PERIODS. Notwithstanding the foregoing, if User disputes any charges made on User's Account, User shall inform SRECTrade of the dispute within sixty (60) calendar days of the applicable Billing Date.

**E. Account Credits.** At any time, for any reason and at its sole and absolute discretion, SRECTrade may provide a reimbursement, discount, or other consideration to some or all of its Users ("**Credits**"). Such Credits are distinct from Refunds as the term is defined herein. The amount and form of such Credits are at the sole and absolute discretion of SRECTrade, and the provision of Credits in one instance does not obligate SRECTrade to provide Credits in the future, under any circumstance. Receipt of a Credit in one instance does not entitle User to future Credits, nor guarantee that such Credits will be offered in the future for similar instances.

**F. Outstanding Invoices; Past Due Subscription Fees.**

1. If User has an "**Outstanding Invoice**" following Cancellation of its Subscription (Subscription Fees due in a Billing Period for Services rendered in the previous Billing Period), SRECTrade reserves the right to Bill User's Payment Method for the Outstanding Invoice on the Billing Date. If User's Payment Method fails on the First Attempt, SRECTrade shall make a Second, Third, and Fourth Attempt to collect Payment, as such Attempts to collect Payment are defined herein. Upon each failed Attempt, User will receive an email notification that its Payment Method failed, and User will be required to log into its Account to correct or update its Payment Method information so that SRECTrade may re-attempt to collect Payment on subsequent Attempts.
2. If User incurs any Past Due Subscription Fees, User's Account will become a "**Delinquent Account**". SRECTrade reserves the right to turn Delinquent Accounts



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over to collection agencies and/or report Past Due Invoices to credit bureaus, including but not limited to Experian, TransUnion and Equifax. If SRECTrade engages a collection agency or reports User's debt to credit bureau(s), SRECTrade reserves the right to charge a processing fee of \$25 or more, subject to the maximum processing fee allowed by law.

### VI. Account Changes.

- A. Upgrade.** If User decides to Upgrade its Subscription Plan, User will immediately gain access to the Upgraded Subscription Plan. For the duration of the current Billing Period (that is, from the date of Upgrade until the next Billing Date), User will be charged a pro-rated Subscription Fee to account for access to the Upgraded Subscription Plan, but will also be Refunded a pro-rated portion of the Subscription Fee paid for the pre-Upgrade Subscription Plan. The pro-rated Subscription Fee and the pro-rated Refund will be applied to the subsequent Billing Period's Invoice. Accordingly, the first Billing Date following the Upgrade will include the pro-rated Subscription Fee for the Billing Period in which User Upgraded, the Refund for the pro-rated Subscription Fee for the pre-Upgrade Subscription Plan, plus the full-rate Subscription Fee for the Upgraded Subscription Plan for the new Billing Period. Neither the Billing Date nor the Billing Period will change pursuant to when the Upgrade was completed.
- B. Downgrade.** If User decides to Downgrade its Subscription Plan, User will retain access to its current (pre-Downgrade) Subscription Plan for the duration of the current Billing Period (that is, until the next Billing Date). **EXCEPT AS PROVIDED IN THESE TERMS OF SERVICE, PAYMENTS FOR SUBSCRIPTION FEES ARE NON-REFUNDABLE, AND THERE ARE NO REFUNDS OR ACCOUNT CREDITS FOR PARTIALLY USED OR UNUSED PERIODS.** The Downgraded Subscription Plan will take effect on the first Billing Date following the Downgrade. Accordingly, User will be charged the Subscription Fee for the Downgraded Subscription Plan on the first Billing Date following the Downgrade. Neither the Billing Date nor the Billing Period will change pursuant to when the Downgrade was completed.
- C. Cancellation.** Either User or SRECTrade may initiate Cancellation of a Subscription.
1. If User Cancels its Subscription Plan, User will retain access to its current (pre-Cancellation) Subscription Plan for the duration of the current Billing Period (that is, until the next Billing Date). The Cancellation of User's Subscription Plan will take effect on the first Billing Date following the Cancellation. **EXCEPT AS PROVIDED IN THESE TERMS OF SERVICE, PAYMENTS FOR SUBSCRIPTION FEES ARE NON-REFUNDABLE, AND THERE ARE NO REFUNDS OR ACCOUNT CREDITS FOR PARTIALLY USED OR UNUSED PERIODS.** In the event that a User Upgrades during the current Billing Period and then Cancels its Subscription Plan prior to the subsequent Billing Date, User will still be charged the pro-rated Subscription Fee for access to the Upgraded Subscription Plan, on the subsequent Billing Date.
  2. Pursuant to the terms of **Article 3.V** hereof, SRECTrade shall make four attempts to Bill User for the Subscription Fee each Billing Period. If the Subscription Fee for the current Billing Period is unpaid after the Fourth Attempt, SRECTrade will automatically Cancel User's Subscription on the subsequent Billing Date (which may be as soon as one (1) day after the Fourth Attempt). For the avoidance of doubt, if User's Billing Date is the 2<sup>nd</sup> of the month, and User's February Subscription Fee is unpaid after the Fourth Attempt to collect Payment, User's Subscription will be



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Canceled on March 2<sup>nd</sup>, and User will no longer have a Subscription. In order to regain access to its Subscription, User will be required to re-enroll in a new Subscription. In this instance, User's Billing Date will change to be the date of the re-enrollment for the new Subscription.

**D. Reinstatement.** If User Cancels its Subscription Plan, User will have the option to request to be Reinstated to its current Subscription Plan such that the Cancellation will not take effect in the subsequent Billing Period. For the avoidance of doubt, because a Downgrade or Cancellation made during the current Billing Period will not take effect until the subsequent Billing Period, a Downgrade followed by a Cancellation that is then followed by a Reinstatement will not reinstate the Downgraded Subscription Plan, but will place the User back on its current Subscription Plan. On the other hand, because an Upgrade made during the current Billing Period takes effect immediately, an Upgrade followed by a Downgrade, which is then followed by a Cancellation, that is then followed by a Reinstatement will place the User back on the Upgraded Subscription Plan.