

TERMS OF SERVICE

Last updated: September 10, 2021

BY JOINING, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS AND DISCLAIMERS:

1. BINDING EFFECT

a. This is a binding agreement (hereinafter referred to as the "Agreement"). By using the site at onebigteamglobal.com (the "Site") or any materials or services provided in connection with the Site (hereinafter referred to as the "Service"), you agree to abide by these terms and conditions, as they may be amended by EBOSS (hereinafter referred to as the "Company", "we", "us", "our") from time to time in its sole discretion. The address of the registered office of the Company in the State of Delaware is 3422 Old Capitol Trail, Suite 700, Wilmington, DE 19808-6192, county of New Castle.

b. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

c. You agree to pay, and authorize automatic recurring billing of, the membership fee with your credit card, or other payment methods, until subsequently canceled. You understand and agree that each automatic recurring billing of the membership fee is not refundable and will not be prorated. You authorize the Company to initiate debit entries from the account provided and for the membership fee, as well as any other purchases made on the Site.

d. The Company reserves the right to change the membership fee from time to time.

2. PRIVACY POLICY

The Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company's current Privacy Policy can be found by clicking [here](#).

The Company's Privacy Policy is expressly incorporated into this Agreement by this reference. When you are required to submit information to use or access the Site or Service, you must complete the registration process by providing the information requested on the form. You agree to the terms provided in the Company's Privacy Policy regarding the use of this information you submit.

3. LICENSE

The Company owns and licenses all intellectual property and other rights, title, and interest in and to the Site or Service, and the materials accessible on the Site and through the Service, except as expressly provided for in this agreement. Without limitation, the Company owns trademarks, copyrights, and certain technology used in making the Site and Service available. You acquire only those rights, title or interest that is expressly conveyed. We grant you a limited revocable license to access and use the Site and our Service for its intended purposes, subject to your compliance with this Agreement. This license does not include the right to collect or use information contained on the Site or through the Service for purposes that the Company prohibits or to compete with the Company. If you use the Site or our Service in a manner that exceeds the scope of this license or breaches any relevant agreement, your license shall terminate immediately.

4. CONFIDENTIALITY

a. For the purpose of this Agreement, "Confidential Information" shall be deemed to include all information and materials that: (a) if in written format is marked as confidential, or (b) if disclosed verbally is noted as confidential at time of disclosure, or (c) in the absence of either (a) or (b) is information which a reasonable party would deem to be non-public information and confidential.

b. Confidential Information shall include without limitation: this Agreement; all information provided on or through the Site or Service; trade secrets, inventions, research methods, methods of compiling information, methods of creating our database, procedures, devices, machines, equipment, data processing programs, software, computer models, research projects, and other means used by us in the conduct of our business; product formulations, strategies and plans for future business, new business, product or other development, new and innovative product ideas, potential acquisitions or divestitures, and new marketing ideas; information with respect to costs, commissions, fees, profits, sales, markets, sales methods and financial information; mailing lists, the identity of our customers, potential customers, distributors, and suppliers and their names and contact information, the names and contact information of customer representatives responsible for entering into contracts for our products or services, the amounts paid by customers, specific customer needs and requirements, and leads and referrals to prospective customers; and the structure, sequence, and organization of our database, together with source code and object code; and the identity of our employees, their respective salaries, bonuses, benefits, qualifications, abilities, and contact information.

c. You acknowledge and agree that the nature of our confidential, proprietary, and trade secret information to which you have, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive, international industry in which the Company competes. You further acknowledge and agree that, even in complete good faith, it would be impossible for you to work in a similar capacity for a competitor of ours without drawing upon and utilizing information gained pursuant to this Agreement.

d. You acknowledge that you are receiving such Confidential Information in confidence and will not publish, copy, or disclose any Confidential Information without prior written consent from the Company. You further agree that you shall not attempt to reverse engineer, decompile or try to ascertain the source code to our software or any other software supplied hereunder. You acknowledge that you will only use the Confidential Information to the extent necessary to promote your business, and that you will use best efforts to prevent unauthorized disclosure of the Confidential Information to any third party.

e. The obligation of confidentiality shall not apply to any particular portion of Confidential Information which: (a) was in the public domain when we granted access to you; (b) entered the public domain through no fault of you subsequent to receipt; (c) was in your possession free of any obligation of confidence at the time of the disclosure by us; (d) was rightfully communicated by a third party to you free of any obligation of confidence subsequent to the time of the originating party's communication thereof to you; (e) was developed by you independently of and without knowledge or reference to any Confidential Information; (f) is approved for release by written authorization from us; or (g) is required to be disclosed pursuant to any statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent

jurisdiction, but in any case, you will immediately notify us before disclosure and given a reasonable opportunity to obtain a protective order or other form of protection.

f. You agree not to, alone or in association with others, use the Confidential Information or trade secrets to (a) solicit, or facilitate any organization with which you are associated in soliciting, any employee or customer of ours to alter its relationship with us; (b) solicit for employment, hire, or engage as an independent contractor, or facilitate any organization with which the Company is associated in soliciting for employment, hire, or engagement as an independent contractor, any person who was employed by us at any time during the term of this Agreement (provided, that this clause (b) shall not apply to any individual whose employment with us was terminated for a period of one year or longer); or (c) solicit business from or perform services for any customer, supplier, licensee, or business relation of ours, induce or attempt to induce, any such entity to cease doing business with us; or in any way interfere with the relationship between any such entity and us.

g. You agree that you will not make any derogatory statements, either oral or written, or otherwise disparage us, our products, employees, services, work or employment, and will take all reasonable steps to prevent others from making derogatory or disparaging statements. You agree that it would be impossible, impractical, or extremely difficult to fix the actual damages suffered by reason of a breach of this paragraph, and accordingly hereby agree that the Company may determine recover Five Thousand Dollars (\$5,000) as the amount of damages sustained by reason of each such breach, without prejudice to the Company's right to also seek injunctive or other equitable relief.

h. Other than as expressly provided for herein, in no event shall you be deemed by virtue hereof to have acquired any right or interest by license or otherwise, in or to the Confidential Information.

i. You agree that all originals and any copies of the Confidential Information remain the property of the Company. You shall reproduce all copyright and other proprietary notices, if any, in the same form that they appear on all the materials provided by us, on all copies of the Confidential Information made by you. You agree to return all originals and copies of all Confidential Information in your possession or control to us at our request.

5. ACCEPTABLE USES

a. Prohibited Use. You may only use the Site and Service to promote your business, as expressly permitted by us. You may not cause harm to the Site or our Service. Specifically, but not by way of limitation, you may not: (i) interfere with the Site or our Service by using viruses, programs, or technology designed to disrupt or damage any software or hardware, or which attempts to assess the vulnerability of, or actually violates, any security feature; (ii) access any content or data not intended for you, or log into an account or server that you are not authorized to access; (iii) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Site or our Service; (iv) use a robot, spider or other device or process to monitor the activity on or copy pages from the Site or our Service, except in the operation or use of an internet "search engine," hit counters, or similar technology; (v) collect electronic mail addresses or other information from third parties by using the Site or our Service; (vi) impersonate another person or entity; (vii) engage in any activity that interferes with another user's ability to use or enjoy the Site or our Service; (viii) assist or encourage any third party in engaging in any activity prohibited by this Agreement; (ix) co-brand the Site or our Service; (x) frame the Site or our

Service; or (xi) hyper-link to the Site or our Service, without the express prior written permission of an authorized representative of the Company.

b. Ordering Policies. If you purchase any of our products or services, you agree that your use of the product or service is limited by this Agreement as well.

c. Password Restricted Areas of the Site. Most areas of the Site are password-restricted to registered users (hereinafter referred to as "Password-Protected Areas"). If you have registered as an authorized user to gain access to these Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, including any fees that may be incurred under your password-protected account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or the Site that is known to you.

d. Spam Policy. You may not use our Site or Service to engage in unethical marketing activities, including without limitation spamming. The following are examples of activities that are not permitted, and which may result in an immediate deactivation of your account or termination of your membership: a) disguising the origin of any content transmitted to or through our Site or Service, or using any other means of deceptive addressing; b) relaying email from a third party's mail servers without the permission of that third party; c) transmitting any material that is unlawful or used without adequate permission from the owner of the material; d) harvesting email addresses in a manner that is unlawful or in violation of the rights of a third party; e) sending email that contains inaccurate header information or domain names that are not valid or do not exist; f) sending email that contains false or misleading information in the subject line or body of the message; g) sending email that does not indicate that it is an advertisement, does not include a functioning opt-out mechanism, or does not include your valid physical mailing address; or h) sending email that violates applicable law, including without limitation the CAN-SPAM Act or the applicable laws of the jurisdictions from which you send email or in which the email is received; or i) the acceptable use policies of our email service provider.

e. Testimonials and Endorsements. All testimonials and endorsements must comply with Federal Trade Commission (FTC) guidelines. Claims about a product's performance or quality must be based on actual experiences. You must disclose connections between yourself and an advertiser that is unclear or unexpected to a customer (for example, whether there is a financial arrangement, employment arrangement, or ownership interest).

f. Pricing and Availability. Statements about a product's price and availability must be truthful and accurate. Product pricing must show a product's actual price, must be clearly and conspicuously displayed, along with any material limitations (for example the cost of shipping or refund restrictions). Falsely suggesting that a product previously sold for a higher price is not permitted. False scarcity statements are not permitted (for example, stating that supplies are limited when there is no actual limit).

g. Miscellaneous Marketing Techniques. You must: 1) accurately state the amount of effort required to succeed with a product or service; 2) only state that a product or service has qualifying criteria when there are actual criteria that must be met; and 3) only use third-party trademarks and copyright protected materials with permission.

6. USER CONTENT

You grant the Company a license to use the materials you post to the Site or Service. By posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content (hereinafter referred to as "User Content") to the Site or Service, you are granting the Company, its affiliates, officers, directors, employees, consultants, agents, and representatives a transferable and sub-licensable license to use User Content, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content. You will not be compensated for any User Content. You agree that the Company may publish or otherwise disclose your name in connection with your User Content. By posting User Content on the Site or Service, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

7. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS

When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (hereinafter collectively referred to as "Content") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your user name. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

8. INAPPROPRIATE CONTENT

a. You shall not make the following types of Content available. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; or (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation. The Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. The Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these terms and conditions or of any applicable laws.

b. The Company reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Site and Service. If the Company determines, in its sole and absolute discretion, that a user has or will breach a term or condition of this Agreement or that such transaction or communication is inappropriate, the Company may cancel such

transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.

9. COPYRIGHT INFRINGEMENT

The Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. The Company has adopted a policy that provides for the immediate suspension or termination of any Site or Service user who is found to have infringed on the rights of the Company or of a third party, or otherwise violated any intellectual property laws or regulations. The Company's policy is to investigate any allegations of copyright infringement brought to its attention.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want the Company to delete, edit, or disable the material in question, you must provide the Company with all of the following information:

- a. a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- b. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- c. identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material;
- d. information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;
- e. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

10. ALLEGED VIOLATIONS

The Company reserves the right to suspend or terminate your use of the Service or the Site. To ensure that the Company provides a high quality experience for you and for other users of the Site and the Service, you agree that the Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Site or the Service. The Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but the Company reserves the right to suspend or terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if the Company believes that you have violated any of the terms and conditions, furnished the Company with false or misleading information, or interfered with use of the Site or the Service by others.

11. You represent and warrant that:

(i) you have full power and authority to enter into and perform under this Agreement, (ii) execution and performance of this Agreement does not constitute a breach of, or conflict with, any other agreement or arrangement by which you are bound, (iii) the terms of this Agreement are a legal, valid, and binding obligation, enforceable in accordance with these terms and conditions; (iv) all creative you use to promote the Company, its Site, or Service was created without any contribution of any kind from the Company, including without limitation editorial control or approval, that any suggestions regarding content received from the Company are made “as-is” and without any warranty; and that you have had all marketing materials you use reviewed by competent legal counsel and solely assume all responsibility for it.

12. NO WARRANTIES

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES. THE COMPANY IS MAKING THE SITE AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

13. LIMITED LIABILITY

THE COMPANY’S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY COMPANY. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

14. INCOME DISCLAIMER

As with any business, your results may vary, and will be based on your individual capacity, business experience, expertise, and level of desire. The Company cannot guarantee your future results and/or success. The use of the information, products and services provided on this Site should be based on your own due diligence and you agree that we are not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of such information, products and services.

15. LEGAL NAMES

Your legal first and last name is required to be assigned to your account. A legal company name can be attached to your account along with your legal first and last name. Your legal first and last name may be used in accordance with the Privacy Policy.

16. RELATED SITES

a. The Company has no control over, and no liability for any third-party Sites or materials. The Company works with a number of partners and affiliates whose Internet sites may be linked with

the Site. Because neither the Company nor the Site has control over the content and performance of these partner and affiliate sites, the Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and the Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that the Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third-party content, and that, unless expressly provided otherwise, these terms and conditions shall govern your use of any and all third-party content.

b. The Company, its managers, or members may receive an affiliate commission when you purchase some of the products or services that we recommend on our Site or Service. By entering into this Agreement, you acknowledge that you have been informed of such payments, consent to payments of affiliate commission to, and that such payments are fair and reasonable.

c. You may be entitled to receive a referral commission pursuant to the Company's current commission policy. You may also receive a commission if someone you refer purchases additional products or services. The Company will only pay you a commission if: 1) we receive payment from the person you refer; 2) your account is active at the time we receive payment; and 3) you are not indebted to the Company for any amount. We reserve the right to offset your referral fee by any amount you owe us

17. TERMINATION

a. Termination. You agree that, under certain circumstances and without prior notice, the Company may suspend or terminate your use of the Site or Service, including without limitation, if the Company believes, in our sole and absolute discretion, that you have breached a term of this Agreement. You acknowledge and agree that all suspensions and terminations shall be made in the Company's sole discretion and that the Company shall not be liable to you or any other party for said suspension or termination.

b. Survival. Upon termination, your license to use the Site or Service, and everything accessible by or through the Site or Service shall terminate and the remainder of this Agreement shall survive indefinitely unless and until we chose to terminate them.

c. Effect of Termination. Upon termination of any part of this Agreement for any reason, we may delete or assume ownership of any Content or other things, including without limitation URLs, blogs, domain names, and email lists-relating to your use of our Site or Service that is on our servers or otherwise in our possession or control, and the Company will have no liability to you or any third party for doing so.

18. NOTICES

All notices required or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) U.S. mail, (ii) overnight courier, or (iii) electronic mail. If the Company provides notice to you, the Company will use the contact information provided by you to us. All notices will be deemed received as follows: (i) if by delivery by U.S. mail, seven (7) business days after dispatch, (ii) if by overnight courier, on the date receipt

is confirmed by such courier service, or (iii) if by electronic mail, 24 hours after the message was sent, if no “system error” or other notice of non-delivery is generated. If applicable law requires that a given communication be “in writing,” you agree that email communication will satisfy this requirement.

19. INDEMNITY

a. You agree to indemnify, defend, and hold the Company, its managers, members, officers, directors, employees, consultants, agents, and representatives harmless from and against any and all actions, claims, demands, proceedings, liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses, including attorneys’ fees and related costs, which: 1) arise solely or in part from your act(s) or omission(s); or 2) arise from or are related to a breach you of any express warranty contained herein.

b. If any action is brought against the Company in respect to any allegation for which indemnity may be sought, the Company will promptly notify you of any such claim of which it becomes aware and will: 1) provide reasonable cooperation to you at the Company’s expense in connection with the defense or settlement of any such claim; and 2) be entitled to participate at its own expense in the defense of any such claim.

c. The Company agrees that you will have sole and exclusive control over the defense and settlement of any such third party claim. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects Company’s rights or interests without the prior written consent of Company.

20. GOVERNING LAW

These terms and conditions shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in San Diego County, California, USA in all disputes arising out of or related to the use of the Site or Service.

21. SEVERABILITY & WAIVER

If, for whatever reason, a court of competent jurisdiction finds any term or condition in this Agreement to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

22. MODIFICATIONS

The Company may, in its sole discretion and without prior notice, (a) revise these terms and conditions; (b) modify the Site or the Service; and (c) discontinue the Site or Service at any time. The Company shall post any revision to these terms and conditions to the Site, and the revision shall be effective immediately on such posting. In the event of substantive changes to this Agreement, the new terms will be posted to the Site, you will be required to affirmatively assent to its terms, and you may also be notified by email. If any modification is unacceptable to you, your only recourse is not to use the Site and Service and to request an immediate termination of your

membership. Your express consent or continued use of the Site or our Service following posting of a change notice or new Agreement on the Site will constitute binding acceptance of the changes.

23. MISCELLANEOUS

This Agreement will be binding upon each party hereto and its successors and permitted assigns. This Agreement will not be assignable or transferable by you without the Company's prior written consent. This Agreement contains the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. Any rights not expressly granted herein are reserved. You and We are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

– End of Document –