

TERMS OF USE

LAST UPDATED: January 25th 2021

Thank you for using Inno-Pak websites and services. These Terms of Use ("**Terms**") form a legally binding contract between you and Inno-Pak, Inc., an Ohio corporation ("**Inno-Pak**") that governs your access and use of (i) any website(s) we own, control or otherwise operate including, without limitation, www.innopak.com (collectively, "**Sites**") and hosted software, services, resources, content and material provided by Inno-Pak made generally available to the public ("**Services**"). As used in these Terms, the term "**Software**" means all software provided by Inno-Pak in connection with the Services, including hosted software and any tool, plug-ins or utilities made available by Inno-Pak.

By using or accessing the Services and/or the Sites, you agree to be bound by these Terms. **YOU ARE ENCOURAGED TO READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT SUBSCRIBE OR REGISTER, AND DO NOT ACCESS OR USE THE SITES, THE SOFTWARE, OR THE SERVICES.**

Your use or participation in certain Services may be subject to additional terms, which may be presented to you for acceptance when you sign up to use the Services or may otherwise be included in the Site. Such additional terms will be considered part of these Terms.

If you or your organization is a party to a written agreement with Inno-Pak, then these Terms are supplemental to such written agreement. In the event of any conflict between these Terms and a written agreement, such written agreement will take precedence in the event of any conflict with these Terms.

MODIFICATIONS TO AGREEMENT

Inno-Pak reserves the right, in its sole discretion, to modify these Terms at any time. A copy of these Terms may be downloaded, stored or printed. Your continued use of the Sites and Services following the posting of any changes to these Terms constitutes acceptance of those changes. If you do not agree to or cannot comply with these Terms as amended, your only remedy is to stop using the Sites and Services.

ENGLISH LANGUAGE

The Terms are provided in English. If a translation is provided, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Inno-Pak.

UPDATES TO SITES AND SERVICES

Inno-Pak regularly changes and enhances its Sites and Services, and may, in its sole discretion, discontinue any of the Sites or Services, or any aspect or feature thereof including, but not limited to, content, hours of availability, and equipment needed for access or use.

REGISTRATION

In order to use certain Services you agree to provide and maintain accurate, current and complete registration and other information and to update all such information as necessary to be current. Registration data and certain other information about you are governed by our Privacy Policy which may be found at <http://www.innopak.com/privacy>. Without limiting the foregoing, the Service is not available to minors (people under the age of majority in their state or province of residence) or to suspended members of the Service. If you do not qualify, please do not use the Service.

Should Inno-Pak have reasonable grounds to suspect that your information is inaccurate or incomplete, Inno-Pak may suspend or terminate your right to use any and all aspects of the Services with or without notice to you.

Upon registering you will create a username and password, which you will need to access certain features of the Services. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur on the Sites and Services under your username and password. You agree to immediately notify Inno-Pak of any unauthorized use of your username or password, or any other breach of security, and to ensure that you logout at the end of each Services session. Inno-Pak cannot and will not be liable for any loss or damage arising from your failure to comply with this paragraph.

RESTRICTIONS ON USE OF SOFTWARE AND SERVICES

You agree not to do any of the following, and, where applicable, also agree not to use the Sites or Services to upload, post, transmit or otherwise disseminate materials, articles, or other data, to :

- (a) sublicense, sell, rent, lease, transfer or exploit any right in any portion of the Software or Services;
- (b) reproduce, modify, publish, publicly display, distribute, adapt, translate, or create derivative works of the Software or Services;
- (c) sell information associated with the Services;
- (d) remove, obscure, or alter any copyright, trademark, or other proprietary notices embedded in, affixed to or accessed in conjunction with the Software and/or Services;
- (e) damage, disable, overburden, interfere with, disrupt or impair the Services or servers or networks connected to the Services, in any manner;
- (f) interfere with any other party's use and enjoyment of the Services in any manner;
- (g) violate any applicable local, state, national or international law; or
- (h) impersonate any person or entity or misrepresent your affiliation with a person or entity;
- (i) that you are restricted from transmitting under any law or under any contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as a part of employment relationships or under non-disclosure agreements);
- (j) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (k) that is unlawful, harmful, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, pornographic, abusive threatening or otherwise objectionable; or
- (l) that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer service or hardware or article

COMMUNICATION

EQUIPMENT

To access and use the Sites and Services you must have equipment necessary to access the Internet, including a computer and access to the Internet (e.g., through an Internet Service Provider). You are responsible for any hardware, systems and/or software program(s) you use and any associated fees and expenses to connect to or use the Internet.

MOBILE SERVICES

When you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices. You acknowledge and agree that your use of the Services must be in accordance with the usage rules established by your mobile device platform or service provider.

ELECTRONIC COMMUNICATIONS

When you use our Services, send e-mails or otherwise contact us, you are communicating with us electronically. We will communicate with you by e-mail or providing notices via the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Any such emails may include marketing and promotional content.

PROMOTIONS AND ADVERTISING

Inno-Pak and/or its business partners may present advertisements or promotional materials on or through the Sites or Services. Your participation in any promotional event is subject to the terms and conditions associated with that event. Your dealings with, or participation in promotions of, any third-party advertisers are solely between you and such third-party. You agree that Inno-Pak shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties on the Sites and/or Services.

LINKS TO THIRD-PARTY SITES

The Sites and/or Services may present links to third-party websites not owned or operated by Inno-Pak. Inno-Pak does not control such other web sites and is not responsible or liable for the availability thereof or the content, advertising, products or other materials contained on such web sites. You agree that Inno-Pak is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content of any such site or goods or services available through any such site. Your access and use of linked web sites, including the content therein, is solely at your own risk.

MONITORING PUBLIC AREAS

The Sites and/or Services may have features that may allow you to post information that other users can view (via "**Public Areas**"). The text of any such message is also considered to be a Public Area. Inno-Pak may, but is not obliged to, restrict your use of messaging, monitor any activity or edit or remove content in Public Areas, or restrict access by other members to your messages. Inno-Pak takes no responsibility and assumes no liability for any content, materials, messages and the like that you or any other user posts to or views in a Public Area or sends to or receives from another user over email or an instant messenger system. You agree to indemnify and hold harmless Inno-Pak, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for, from and against all claims resulting from content, messages, materials and the like that you post to any Public Area, including by sending via email.

USER CONDUCT

You may use the Sites and Services solely for lawful purposes. You may not use the Sites or Services to transmit, display, perform or otherwise make available any messages, content or materials (i) that are illegal, obscene, threatening, of a "*spamming*" nature, defamatory, or invasive of privacy; (ii) that constitute political campaigning or commercial solicitation or that contain software viruses or other computer code designed to interfere with the functionality of any computer systems; or (iii) that infringe third-party rights or harm minors in any way. You may not interfere with or disrupt the Sites or Services or any networks connected to or by the Sites or Services. In addition, you may not use a false email address or otherwise mislead other members as to your identity or to the origin of a message or content. You agree that Inno-Pak may copy, sublicense, adapt, transmit, publicly perform or display any content you supply in connection with the Services to provide and/or promote the Services and/or to respond to any legal requirement, claim or threat. You agree that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that you upload, post, transmit, display or otherwise make available through your use of the Services is solely your responsibility.

INTELLECTUAL PROPERTY

SOFTWARE

You agree that Inno-Pak and its licensors own all intellectual property rights in and to the Services, the Software, and the Sites, including but not limited to the look and feel, structure, organization, design, algorithms, templates, data models, logic flow, text, graphics, logos, and screen displays associated therewith. You will not reverse engineer, decompile or disassemble the Software, or otherwise attempt to reconstruct or discover the source code for the Software. You further agree not to resell, lease, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party for such third party's benefit.

Use of Software may be governed by the terms of an end user license agreement, if any, which accompanies or is included with the Software ("**License Agreement**"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

DOCUMENTS

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Sites and Services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

USER SUBMISSIONS

Inno-Pak does not claim ownership of the materials you post, upload, input or submit to any Services ("**Submissions**"). However, by posting, uploading, inputting, providing or submitting ("**Posting**") a

Submission, you grant Inno-Pak, its affiliated companies and necessary sublicensees permission to use such Submission in connection with the Sites and Services and marketing thereof, including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat Submissions; to publish your name in connection with Submissions; and the right to sublicense such rights to any supplier of the Sites and Services.

No compensation will be paid with respect to the use of your Submission, as provided herein. Inno-Pak is under no obligation to post or use any Submission you may provide and Inno-Pak may remove any Submission at any time in its sole discretion. By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to the Submission as described in these Terms including, without limitation, all the rights necessary for you to Post the Submission.

In addition you represent and warrant that each person depicted in any Submission, if any, has provided consent to the use of the Submission as set forth in these Terms, including, without limitation, the distribution, public display and reproduction of such Submission.

CONTENT

All content on the Sites and in the Services (“**Content**”), excluding user Submissions, is owned by Inno-Pak, its business partners, affiliates and/or licensors, as applicable, and is protected by intellectual property laws. You agree that the content rights holders that license their information or other content to Inno-Pak for use in the Sites and Services are intended third-party beneficiaries under these Terms with the right to enforce the provisions that directly concern their content. You may not authorize, encourage or allow any Content used or obtained by you to be reproduced, modified, displayed, performed, transferred, distributed or otherwise used by anyone else. You agree to advise Inno-Pak promptly of any such unauthorized use(s).

PATENT AND TRADEMARK

Unless stated otherwise on the Site, all trademarks, service marks, trade names, slogans, logos, and other brands that appear on or in connection with the Sites and Services are the property of Inno-Pak and its affiliates, licensors and/or licensees. You may not copy, display or use any of these marks without prior written permission of the mark owner. Certain parts of the Services may be protected under patent law and may be the subject of issued patents and/or pending patent applications.

COPYRIGHT POLICIES

If you believe that any Content on the Sites constitutes copyright infringement, please notify Inno-Pak immediately of the infringing Content and provide the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Sites;
- Your address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your notice of claim of copyright infringement can also be sent by directing an email to support@innopak.com or letter to the following designated copyright agent:

Inno-Pak, Inc.
Copyright Agent
1932 Pittsburgh Dr.
Delaware, OH 43015

Upon receipt of a proper notice of claimed infringement, Inno-Pak will respond expeditiously to remove, or disable access to, the Content claimed to be infringing and will follow the procedures specified in the Digital Millennium Copyright Act to resolve the claim between the notifying party and the alleged infringer who provided the Content at issue.

ADDITIONAL TERMS

PRIVACY

Information collected through the Services will be used in accordance with our Privacy Policy, which is expressly made part of these Terms. By accepting the terms of these Terms, you hereby acknowledge that you have read and understand the Privacy Policy and agree to its terms.

REMEDIES

You agree that any unauthorized use of the Services or the Software would result in irreparable injury to Inno-Pak and/or its affiliates or licensors for which money damages would be inadequate, and in such event Inno-Pak, its affiliates and/or licensors, as applicable, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you. Nothing contained in these Terms shall be construed to limit remedies available pursuant to statutory or other claims that Inno-Pak, its affiliates and/or licensors may have under separate legal authority.

TERMINATION

Inno-Pak reserves the right to refuse access to, or use of the Service to anyone, and may, in its sole discretion terminate or suspend your account at any time with or without notice to you. If Inno-Pak terminates these Terms, or suspends your account as stated herein, it shall have no liability or responsibility to you, and Inno-Pak will not refund any amounts that you have previously paid. All provisions relating to proprietary rights, warranty disclaimers, payments due, and liability shall survive the termination of these Terms.

NO WARRANTY

INNO-PAK, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS (THE "INNO-PAK PARTIES") DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR USE OF THIS SERVICES AND SITES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) THE SERVICES AND SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES WHATSOEVER. THE INNO-PAK PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND SITES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) THE INNO-PAK PARTIES DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR SITES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO PERFORMANCE, ACCURACY, RELIABILITY, SECURITY, CAPABILITY OR OTHERWISE. THE Inno-Pak PARTIES DO NOT WARRANT THAT THE SERVICES AND SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES AND SITE WILL BE UNINTERRUPTED AND ERROR FREE.

(c) YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES AND SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THIS SERVICES AND SITE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER RELATING TO ANY OF THE Inno-Pak PARTIES.

(d) Inno-Pak does not warrant that the Sites, Software or Services will operate without interruption or be error-free. You are solely responsible for the accuracy and adequacy of the information and data furnished for processing with the Sites, Services and Software.

Inno-Pak MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT, SITES AND SERVICES ARE FREE OF INFECTION FROM ANY VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE INNO-PAK PARTIES BE LIABLE TO YOU OR A THIRD PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, THIRD PARTY OR CONSEQUENTIAL (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF YOUR USE, MISUSE OR INABILITY TO USE THE SERVICES AND SITE, EVEN IF INNO-PAK'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING DAMAGES INCURRED BY THIRD PARTIES). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE INNO-PAK PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT PAID BY YOU TO REGISTER AND / OR SUBSCRIBE FOR THE SERVICES AND SITES OVER THE 6 MONTHS PRIOR TO THE EVENT AT ISSUE OR \$50.00 USD.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Inno-Pak and its parents, members, subsidiaries, affiliates, service providers, licensors, officers, directors and employees from and against any and all claims, lawsuits, demands, actions or other proceedings brought against it by any third party due to, arising out of or related to your (i) use of the Services and Sites, including without limitation, your inclusion of any Content on the Services or Sites, (ii) violation of these Terms or (iii) violation of any law, regulation or third party rights. You shall pay any and all costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Inno-Pak in connection with or arising from any such claim, lawsuit, action, demand or other proceeding.

ENTIRE AGREEMENT

These Terms constitutes the entire agreement between you and us with respect to the Services and Sites and supersedes and replaces all prior agreements. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

SEVERABILITY

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

APPLICABLE LAW

The internal laws of the State of Ohio govern these Terms and your use of the Services, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms. You expressly agree that the state or federal courts in and for Delaware County, Ohio have exclusive jurisdiction over any claim or dispute with Inno-Pak or relating in any way to these Terms or your account or your use of the Services. You further agree and expressly consent to personal jurisdiction over you in the federal and state courts in and for Delaware County, Ohio in connection with any such dispute.

WAIVER

The failure by us to exercise rights granted to us hereunder upon the occurrence of any violations set forth in these Terms shall not constitute a waiver of such rights upon the recurrence of such violation.

SUPPORT

If you have any questions or concerns about the Services and Sites, contact us at support@innopak.com. You understand and agree that Inno-Pak is solely responsible for all customer service, help, and issues related to the Services and Site. Neither your ISP nor any third-party that has provided content or paid for your subscription is responsible for customer service, help, or account-related issues associated with the Services.

FEEDBACK

If you have comments on the Services or ideas on how to improve it, please email us at support@innopak.com. Please note that by doing so, you grant Inno-Pak permission to use and incorporate your ideas or comments into the Services without further compensation.

ASSIGNMENT

You shall have no right to assign these Terms or any of your obligations hereunder. Inno-Pak may assign these Terms and any of its rights hereunder to third parties.

INDEPENDENT CONTRACTORS

These Terms do not designate either party as the agent, employee, legal representative, partner or joint venturer of the other party for any purpose whatsoever. There are no intended third-party beneficiaries under these Terms.