

HostGPO Group Purchasing Agreement and Terms of Use

Last Modified: Sep 14, 2023

Please click [here](#) to view the previous version of our Terms of Service.

Welcome to HostGPO! Please read this Terms of Use and Group Purchasing Agreement (“Terms”) carefully. These Terms are a legal contract between you and HostGPO Solutions Inc. (“HostGPO,” “we,” “us” or “our”). These Terms govern your use, and HostGPO’s provision to you, of any HostGPO product or service that contains a link to these Terms, including any website operated by or on behalf of HostGPO with a link to these Terms (collectively, the “Site”), any web-based hosted service or platform provided by HostGPO with a link to these Terms (collectively, the “Platform”), and any content, information, services, features, or resources available or enabled on the Site or the Platform (collectively, the “Services”).

Your use of the Services may be subject to any additional terms, conditions and policies that we separately post on the Services and any agreements that you have separately executed with HostGPO (“Supplemental Terms”) which are incorporated by reference into these Terms, (together, the Agreement”). To the extent there is any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to the Services or feature to which the Supplemental Terms relate.

ACCEPTANCE

BY CLICKING “I ACCEPT,” OR OTHERWISE ACCESSING OR USING THE SERVICES, OR ANY PORTION THEREOF, YOU ACKNOWLEDGE AND AGREE THAT: (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT; AND (B) YOU ARE NOT A PERSON OR ENTITY BARRED FROM USING THE SERVICES UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION. YOU FURTHER REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT (ON BEHALF OF YOURSELF AND, AS APPLICABLE, THE ENTITY THAT YOU REPRESENT). IF THE INDIVIDUAL ENTERING INTO THE AGREEMENT OR OTHERWISE ACCESSING OR USING THE SERVICES IS DOING SO ON BEHALF OF, OR WITHIN HIS OR HER CAPACITY AS A REPRESENTATIVE, AGENT, OR EMPLOYEE OF AN ENTITY, SUCH INDIVIDUAL AND SUCH ENTITY AGREE THAT: (i) THE TERMS “YOU” AND “YOUR” AS USED HEREIN APPLY TO SUCH ENTITY AND SUCH INDIVIDUAL; AND (ii) THAT THE INDIVIDUAL ENTERING INTO THE AGREEMENT HAS THE POWER, RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT ON BEHALF OF SUCH ENTITY. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES.

AUTORENEWAL

Please note that if you purchase a Membership for a given period, your Membership will renew automatically for such period of time at HostGPO’s then-current Membership Fee, unless you decline to renew your Membership in accordance with Section 4.7.

IMPORTANT INFORMATION ABOUT ARBITRATION, CONSENTS AND UPDATES TO THE AGREEMENT

PLEASE BE AWARE THAT SECTION 15 OF THIS AGREEMENT CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND HOSTGPO HAVE AGAINST EACH OTHER WILL BE RESOLVED, INCLUDING WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THE AGREEMENT. SECTION 15 CONTAINS, AMONG OTHER THINGS, AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND HOSTGPO BE RESOLVED BY BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE OF THE AGREEMENT: (I) YOU AND HOSTGPO WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST THE OTHER PARTY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND EACH OF US WAIVES OUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (II) EACH OF US IS WAIVING OUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE BE AWARE THAT SECTION 8 (HOSTGPO COMMUNICATIONS) OF THE AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.

1. Changes to Terms. THE AGREEMENT IS SUBJECT TO CHANGE BY HOSTGPO IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, HostGPO will make a new copy of the Terms available on the Site and, to the extent applicable, in the Platform, and any new Supplemental Terms will be made available from within, or through, the affected Services. We will also update the “Last Updated” date at the top of the Terms. If we make material changes to the Agreement, we may (and, where required by law, will) also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail if you have an Account (as defined in Section 3.2) or another manner through the Services (which may include posting an announcement on the Site or the Platform). HostGPO may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE, AND AS APPLICABLE, THE PLATFORM AND APP TO VIEW THE THEN-CURRENT TERMS.

2. USE OF THE SERVICES.

2.1 The Services. Via the Platform, you can access a group purchasing organization that negotiates with vendors (each, a “Vendor” and, collectively, the “Vendors”) for discounted prices and preferable terms on products, services and supplies (“Products”) for property management companies and furnished rental hosts (“Hosts”) at competitive prices for their rental units through group purchasing programs. By registering for an Account and purchasing a Membership (as those terms are defined below), you represent and warrant that you are a Host who wishes to participate and purchase Products from Vendors through one or more group purchasing programs negotiated by HostGPO (each, a “Program” and collectively, the “Programs”). For the avoidance of doubt, you may only place orders through a Program on your own behalf, and not on behalf of any other party or entity.

2.2 HostGPO as Platform Provider. While HostGPO makes the Platform available, HostGPO does not own, create, sell, resell, provide, control, offer, deliver, or supply any Products. You alone are responsible for your purchase contracts with Vendors, in your capacity as Host. When you make a purchase from a Vendor in your capacity as Host, you are entering into a contract directly with the Vendor and not with HostGPO, and you agree to be bound by any terms and conditions made available by such Vendor. You agree that we are not and do not become a party to or other participant in any contractual relationship between Hosts and Vendors. While we may help facilitate a Host’s purchase from a Vendor through the

Programs, we have no control over and do not guarantee (i) the existence, quality, safety, suitability, or legality of any purchase or Product, (ii) the truth or accuracy of any Product descriptions or listings (including the accuracy of pricing), (iii) the performance or conduct of any Vendor, or (iv) any warranty of any Product, and we shall have no liability in connection with the foregoing. You should conduct due diligence on any Products you are contemplating purchasing from a Vendor through a Program.

2.3 Rights to use the Services. The Services, and any parts thereof, including the Platform, are protected by copyright laws throughout the world. Subject to the Agreement, HostGPO grants you the right to access and use the features and functionality of the Services. Unless otherwise specified by HostGPO in a separate license, your right to use any part of the Services is subject to the Agreement. HostGPO, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any part of the Services terminates the licenses granted by HostGPO pursuant to the Agreement.

2.4 Beta Version; Updates. You acknowledge and agree that the Services are presently in the beta phase and are currently under development and evolving. You acknowledge and agree that HostGPO may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services. Any future release, update or other addition to the Services shall be subject to the Agreement.

2.5 Certain Restrictions. By accessing and using the Services you agree that you will not, and will not permit any third party to: (a) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services or any portion of the Services, including the Platform, or any content displayed thereon; (b) use any metatags or other "hidden text" using HostGPO's name or trademarks; (c) frame or utilize framing techniques to enclose any trademark, logo, or other HostGPO content (including images, text, page layout or form) of HostGPO; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) access or use the Services in order to build a similar, substitute or competitive website, product, or service; (f) use any manual, or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape," extract, or download data from any web pages or components of the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from web pages in the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials). Any unauthorized use of the Services, including any use in violation of this Section 2.5, terminates the licenses granted by HostGPO pursuant to this Agreement.

2.6 No Support or Maintenance; Necessary Equipment. You acknowledge and agree that HostGPO will have no obligation to provide you with any support or maintenance in connection with the Services (unless you are an enterprise user associated with an enterprise customer that has contracted with us to receive such support or maintenance). As between us and you, you are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

2.7 Ownership. Excluding any User Content that you may provide (defined in Section 5.1 below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and its content are owned by HostGPO or HostGPO's suppliers. Neither the Agreement (nor your access to the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2. HostGPO and its suppliers reserve all rights not granted in the Agreement. There are no implied licenses granted under the Agreement. All copyright and other proprietary notices on the Services (or on any content displayed on the Services) must be retained on all copies thereof.

3. REGISTRATION AND ACCOUNTS

3.1 Membership. In order to access and use certain features of the Services, you are required to apply for a HostGPO membership (the "Membership"). HostGPO reserves the rights to establish eligibility criteria for Membership, whether or not such criteria are published. You acknowledge and agree that HostGPO makes all Membership decisions in its sole and absolute discretion, and HostGPO's decisions around Membership shall be final and non-appealable. You may not submit multiple applications for Membership simultaneously. When applying for Membership, all information you submit must be true, accurate, and complete.

3.2 Registration and Account Creation. If HostGPO approves you for a Membership, you must create an account on the Services ("Account") and provide certain information about yourself as prompted by the account registration form, including (but not limited to) your name, an email address and password. You agree to provide information required for your use of the Services that is, and to update such information so it remains true, accurate, current and complete. HostGPO reserves the rights to establish eligibility criteria to use the Services, and in some cases, at our sole discretion, impose limitations or restrictions on certain Accounts including, but not limited to, deletion of Accounts.

3.3 Social Networking Site. If HostGPO approves you for a Membership, you may be able to access the Services through a social networking service ("SNS") as part of the functionality of the Services. You may link your Account with a SNS, by allowing HostGPO to access your SNS, as is permitted under the applicable terms and conditions that govern your use of each SNS. You represent that you are entitled to grant HostGPO access to your SNS account (including, for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable SNS. By granting HostGPO access to any SNS accounts, you understand that HostGPO may access, make available and store (if applicable) any information, data, text, software, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Services that you have provided to and stored in your SNS account ("SNS Content") so that it is available on and through the Services. Unless otherwise specified in the Agreement, all SNS Content shall be considered to be User Content (as defined below). Depending on the SNS account you choose and subject to the privacy settings that you have set in such SNS account, personally identifiable information that you post to your SNS account may be available on and through the Services. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY SNS ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND HOSTGPO DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. HostGPO is not responsible for any SNS Content, including but not limited to, accuracy or legality of, or infringement by, the SNS Content.

3.4 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify HostGPO of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. You agree not to create an Account using a false identity or false information, or on behalf of someone other than yourself. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors. HostGPO cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

4. FEES AND PURCHASE TERMS.

4.1 Payment. To access and use certain features and functionality of the Services and your Membership, you will need to pay certain fees. You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable in accordance with the Services. You may need to provide HostGPO with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) of a payment provider (each, a "Payment Provider") as a condition to signing up for a Membership. Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement, not this Agreement, to determine your rights and liabilities. By providing HostGPO with your credit card number and associated payment information, you agree that HostGPO is authorized to immediately invoice your Account for all fees and charges as they become due and payable and that no additional notice or consent is required. You agree to immediately notify HostGPO of any change in your billing address or the credit card used for payment hereunder. HostGPO reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Services or by e-mail delivery to you.

4.2 Membership Fees. You will be responsible for payment of the membership fees associated with your Account ("Membership Fees"). Except as set forth in the Agreement, all Membership Fees are non-refundable. No contract will exist between you and HostGPO for the Services until HostGPO accepts your order by a confirmatory e-mail or other appropriate means of communication.

4.3 Products. If you make a purchase via a Program, you agree to pay the listed purchase price for the applicable Product; provided that you agree that HostGPO cannot guarantee whether the price listed for a specific Product is accurate or current. You acknowledge and agree that you are purchasing the Product from the applicable Vendor, and not from HostGPO.

4.4 Service Fee. HostGPO may charge a service fee as consideration for facilitating your purchase of the Products through a Program, including, but not limited to as a rebate or commission on the goods or services purchased by the you and other members (a "Service Fee"). You agree to pay all fees associated with your purchase of Products from a Vendor through a Program, including without limitation any such Service Fees.

4.5 Taxes. The payments required under this Agreement do not include any Sales Tax that may be due in connection with the services provided under the Agreement. If HostGPO determines it has a legal obligation to collect a Sales Tax from you in connection with the Agreement, HostGPO may collect such Sales Tax in addition to the payments required under the Agreement. If any Services are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to HostGPO, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify HostGPO for any liability or expense HostGPO may incur in connection with such Sales Taxes. Upon HostGPO's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this Section, "Sales Tax" shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

4.6 Withholding Taxes. You agree to make all payments of fees to HostGPO free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to HostGPO will be your sole responsibility, and you will provide HostGPO with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

4.7 Automatic Renewal. Your Membership will continue indefinitely until terminated in accordance with the Agreement. After your initial Membership period, and again after any subsequent Membership period, your Membership will automatically commence on the first day following the end of such period (each a "Renewal Commencement Date") and continue for an additional equivalent period, at HostGPO's then-current price for such Membership. You agree that your Account will be subject to this automatic renewal feature unless you cancel your Membership at least thirty (30) days prior to the Renewal Commencement Date (or in the event that you receive a notice from HostGPO that your Membership will be automatically renewed, you will have thirty (30) days from the date of the HostGPO notice), by logging into your Account and clicking "Cancel Membership." If you do not wish your Membership to renew automatically, or if you want to change or terminate your Membership, please contact HostGPO at help@hostgpo.com or log into your Account and click "Cancel Membership." If you cancel your Membership, you may use your Membership until the end of your then-current Membership term; your Membership will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the Membership fee paid for the then-current Membership period. By subscribing, you authorize HostGPO to charge your Payment Provider now, and again at the beginning of any subsequent Membership period. Upon renewal of your Membership, if HostGPO does not receive payment from your Payment Provider, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you agree that HostGPO may either terminate or suspend your Membership and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new Membership commitment period will begin as of the day payment was received).

4.8 Free Trials and Other Promotions. Any free trial or other promotion that provides Membership-level access to the Services must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you pay the applicable Membership fee. If you are inadvertently charged for a Membership, please contact HostGPO to have the charges reversed.

5. USER CONTENT

5.1 User Content. "User Content" means any and all information and content that a user submits to, or uses with, the Services (e.g., information you include in your profile, content you upload into or create through use of a feature on the Platform, and any information you surface from SNS accounts). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate Section 6. You further represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Content. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by HostGPO. Because you are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates Section 6. HostGPO is not obligated to back up any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

5.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to HostGPO an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in connection with the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

5.3 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate Section 6 or any other provision of the Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 13, and/or reporting you to law enforcement authorities.

5.4 Feedback. If you provide HostGPO with any feedback or suggestions regarding the Services ("Feedback"), you hereby assign to HostGPO all rights in such Feedback and agree that HostGPO shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. HostGPO will treat any Feedback you provide to HostGPO as non-confidential and non-proprietary. You agree that you will not submit to HostGPO any information or ideas that you consider to be confidential or proprietary.

6. OWN USE; CONFIDENTIALITY

6.1 Own Use. You expressly understand and agree that each and every purchase made through the Program is for your own ultimate consumption or use, and that you shall not provide access to the Platform to any unauthorized third party.

6.2 Confidentiality. You agree that all non-public, confidential, or proprietary information, including, but not limited to, information relating to Products, Vendors, discounts, pricing, operations, employees, services, or customers of HostGPO ("Confidential Information") disclosed to you under this Agreement or via your use of the Services, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use in performing obligations under this Agreement, and may not be disclosed unless authorized by HostGPO in writing.

7. ACCEPTABLE USE POLICY. You agree not to: (a) use the Services to upload, transmit, display, or distribute any User Content that (i) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (ii) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party, or is otherwise objectionable; (b) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (c) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (d) abuse other users' personal information that you receive through the Services, such as to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (e) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (f) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (g) interfere with any other user's use and enjoyment of the Services; or (h) impersonate any person or entity, including any employee or representative of HostGPO.

8. HOSTGPO COMMUNICATIONS.

8.1 Generally. You may have the opportunity to provide us with your phone number or e-mail address. By providing your phone number or email address to us, you consent to receive text messages, and email communications from HostGPO. Communications from us may include operational communications about your use of the Services.

8.2 Promotional Email Communications. If you opt-in to receive marketing or promotional email communications from us, you will have the ability to opt out of receiving such communications by following the unsubscribe instructions in the communication itself. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL EMAILS AS A CONDITION OF USING THE SERVICES. CONSENT TO THESE PROMOTIONAL MESSAGES IS NOT REQUIRED TO ACCESS THE SITE OR SERVICES.

8.3 Electronic Communications. The communications between you and HostGPO use electronic means, whether you use the Services or send us emails, or whether HostGPO posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from HostGPO in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that HostGPO provides to you electronically satisfy any legal requirement that such communications would satisfy if they were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

9. INDEMNIFICATION. You agree to indemnify and hold HostGPO (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your User Content, (c) your violation of the Agreement, or (d) your violation of applicable laws or regulations. HostGPO reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of HostGPO. HostGPO will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

10. THIRD-PARTY LINKS AND APPLICATIONS; OTHER USERS.

10.1 Third-Party Links, Services and Applications. The Services may contain links to third-party websites and services, and applications for third parties (collectively, "Third-Party Links, Services and Applications"). Such Third-Party Links, Services and Applications are not under the control of HostGPO, and HostGPO is not responsible for any Third-Party Links, Services and Applications. HostGPO provides access to these Third-Party Links, Services and Applications only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links, Services and Applications. You use all Third-Party Links, Services and Applications at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, Services and Applications, the applicable third-party's terms and policies apply, including the third-party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links, Services and Applications.

10.2 Other Users. Each user of the Services is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other users are solely between you and such users. You agree that HostGPO will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any user of the Services, we are under no obligation to become involved. However, we reserve the right to intercede in such disputes at our sole discretion.

11. DISCLAIMERS.

11.1 GENERALLY. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND NO GUARANTEES REGARDING OUTCOMES OR PERFORMANCE. WE HAVE NO LIABILITY FOR RESULTS IN CONNECTION WITH THE SERVICES OR THE ACTIONS OR OMISSIONS OF ANY USER. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT WHETHER PROVIDED BY HOSTGPO OR ANOTHER USER OF THE SERVICES. HOSTGPO (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. HOSTGPO MAKES NO WARRANTIES ABOUT THE QUALITY, ACCURACY OR RELIABILITY OF ANY THIRD-PARTY DATA OR THIRD-PARTY LINKS, SERVICES, AND APPLICATIONS, AND HOSTGPO DISCLAIMS ALL LIABILITY IN CONNECTION WITH THE FOREGOING. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11.1 NO LIABILITY FOR CONDUCT OF VENDORS, OTHER HOSTS, OR THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT HOSTGPO IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD HOSTGPO LIABLE, FOR THE CONDUCT OF ANY VENDORS, HOSTS, USERS, OR THIRD PARTIES, AND THAT THE RISK OF LOSS FROM SUCH PARTIES RESTS ENTIRELY WITH YOU (EVEN IF YOU ARE INTRODUCED TO SUCH PARTIES VIA A PROGRAM).

11.2 NO LIABILITY FOR PRODUCTS. HOSTGPO MAKES NO WARRANTY THAT THE PRODUCTS PROVIDED BY VENDORS OR OTHER USERS WILL MEET YOUR REQUIREMENT OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. COMPANY MAKES NO WARRANTY REGARDING THE QUALITY, SAFETY, SUITABILITY OR LEGALITY OF ANY SUCH PRODUCTS, EVEN IF YOU PURCHASE SUCH PRODUCTS VIA A PROGRAM.

12. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HOSTGPO (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES OR ANY PART THEREOF, EVEN IF HOSTGPO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. HOSTGPO SHALL HAVE NO LIABILITY IN CONNECTION WITH ANY PRODUCTS OFFERED BY THIRD PARTIES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED (\$100) DOLLARS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THE AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HOSTGPO AND YOU.

13. TERM AND TERMINATION. Subject to this Section, the Agreement will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of the Agreement. Upon termination of your rights under the Agreement, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. HostGPO will not have any liability whatsoever to you for any termination of your rights under the Agreement, including for termination of your Account or deletion of your User Content. Even after your rights under the Agreement are terminated, the following provisions of the Agreement will remain in effect: Sections 2.5, 2.6, 2.7, 5, 6.2, 9, 11, 12, 14, 15 and 16.

14. COPYRIGHT POLICY. HostGPO respects the intellectual property of others and asks that users of our Services do the same. In connection with our Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

- a. your physical or electronic signature;
- b. identification of the copyrighted work(s) that you claim to have been infringed;
- c. identification of the material on our services that you claim is infringing and that you request us to remove;
- d. sufficient information to permit us to locate such material;
- e. your address, telephone number, and e-mail address;
- f. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- g. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for HostGPO is:

Designated Agent: Jeffrey Iloulian

Address of Agent: 907 Westwood Blvd., #100, Los Angeles, CA 90024

Telephone: 424-422-0486

Email: legal@hostgpo.com

15. ARBITRATION CLAUSE AND CLASS ACTION WAIVER. Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires that you and HostGPO arbitrate disputes against one another.

Dispute Resolution: PLEASE BE AWARE THAT THIS SECTION 15 CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND HOSTGPO HAVE AGAINST EACH OTHER WILL BE RESOLVED. AMONG OTHER THINGS, THIS SECTION 15 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND HOSTGPO BE RESOLVED BY BINDING AND FINAL ARBITRATION. THIS SECTION 15 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ THIS SECTION 15 CAREFULLY.

15.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and HostGPO agree that any dispute, claim, or disagreement arising out of or relating in any way to your access to or use of the Services, any communications you receive, any products sold or distributed through the Services, or this Agreement, including claims and disputes that arose between us before the effective date of the Agreement (each, a "Dispute") will be resolved by binding arbitration, rather than in court, except that: (1) you and HostGPO may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or HostGPO may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of the Agreement.

15.2 Informal Dispute Resolution. There may be instances when a Dispute arises between you and HostGPO. If that occurs, HostGPO is committed to working with you to reach a reasonable resolution. You and HostGPO agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and HostGPO therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("Informal Dispute Resolution Conference"). If you are represented by counsel, your counsel may participate in the conference, but you also agree to participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("Notice"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties in writing. Notice to HostGPO that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to legal@hostgpo.com or regular mail to our offices located at 907 Westwood Blvd., #100, Los Angeles CA 90024. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this Section.

15.3 Waiver of Jury Trial. YOU AND HOSTGPO HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and HostGPO are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

15.4 Waiver of Class and Other Non-Individualized Relief. YOU AND HOSTGPO AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 15.9 (BATCH ARBITRATION), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 15.9 (Batch Arbitration) entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and HostGPO agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or HostGPO from participating in a class-wide settlement of claims.

15.5 Rules and Forum. This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference described above does not resolve satisfactorily within sixty (60) days after receipt of Notice, you and HostGPO agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS rules.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account information (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those

claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and otherwise agree, or the Batch Arbitration process discussed in subsection 15.9 (Batch Arbitration) is triggered, the arbitration will be conducted in the county where you reside. Subject to the applicable JAMS rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration.

You and HostGPO agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

15.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the JAMS roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then JAMS will appoint the arbitrator in accordance with the applicable JAMS rules, provided that if the Batch Arbitration process under subsection 15.9 (Batch Arbitration) is triggered, JAMS will appoint the arbitrator for each batch.

15.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

15.8 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or HostGPO need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

15.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and HostGPO agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against HostGPO by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), JAMS shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise JAMS, and JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by HostGPO.

You and HostGPO agree to cooperate in good faith with JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

15.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: HostGPO, 907 Westwood Blvd., #100, Los Angeles CA 90024, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your HostGPO account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of the Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

15.11 Invalidation, Expiration. Except as provided in the subsection entitled "Waiver of Class or Other Non-Individualized Relief", if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with HostGPO as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

15.12 Modification. Notwithstanding any provision in the Agreement to the contrary, we agree that if HostGPO makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change becoming effective by writing to HostGPO at: HostGPO, 907 Westwood Blvd., #100, Los Angeles CA 90024, your continued use of the Services, including the acceptance of products and services offered on or through the Services, following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of the Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, any products sold or distributed through the Services or the Agreement, the provisions of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to the Agreement) remain in full force and effect. HostGPO will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of the Agreement.

16. GENERAL

16.1 Electronic Communications. The communications between you and HostGPO may take place via electronic means, whether you visit the Services or send HostGPO e-mails, or whether HostGPO posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from HostGPO in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that HostGPO provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq.

16.2 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without HostGPO's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

16.3 Force Majeure. HostGPO shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

16.4 Governing Law. THE AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT. To the extent the parties are permitted under the Agreement to initiate litigation in a court, both you and HostGPO agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Los Angeles, California.

16.5 Notice. Where HostGPO requires that you provide an e-mail address, you are responsible for providing HostGPO with your most current e-mail address. In the event that the last e-mail address you provided to HostGPO is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, HostGPO's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to HostGPO at the following address: HostGPO, 907 Westwood Blvd., #100, Los Angeles CA 90024. Such notice shall be deemed given when received by HostGPO by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.6 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.7 Severability. If any portion of the Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

16.8 International Users. The Site and other parts of the Services can be accessed from countries around the world and may contain references to services and content that are not available in your country. These references do not imply that HostGPO intends to announce such services or content in your country. The Services are controlled and offered by HostGPO from its facilities in the United States of America. HostGPO makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

16.9 Export Control. The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from HostGPO, or any products utilizing such data, in violation of the United States export laws or regulations.

16.10 Copyright/Trademark Information. Copyright © 2023, HostGPO Solutions Inc. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks. All goodwill generated from the use of any HostGPO Marks will inure to HostGPO's benefit.

16.11 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at the contact information below. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation. In addition, in accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

16.12 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

16.13 Contact Information:

HostGPO Solutions, Inc

907 Westwood Blvd., #100,

Los Angeles CA 90024

legal@hostgpo.com