

1. ACCEPTANCE OF TERMS

The following Terms of Service ("TOS") govern the use of the www.ezregister.com website (the "Site") and the services and software available on or through the Site (taken together with the Site, collectively, the "Service") by the State of Oregon, acting through its Department of Administrative Services (DAS), on behalf of the State of Oregon, its agencies, all entities as defined in ORS 174.111, political subdivisions, and ORCPP members (Organizers) and the registered users who want to attend the events organized by an Organizer ("Buyers") (collectively, "Site Users" or "you"). The Service is owned and operated by Globaltrex, LLC, doing business as EZregister, LLC ("EZregister", "us", or "we"). DAS is not a party to this agreement unless it submits a purchase request for the offered services. The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and in all incorporated documents.

ANY VIOLATION OF THE TOS CAN RESULT IN ACTIONS BY US INCLUDING, BUT NOT LIMITED TO, TERMINATION OF YOUR ACCESS AND RIGHT TO USE THE SITE, CANCELLATION OF YOUR TICKET ORDER, AND/OR REMOVAL OF YOUR EVENT LISTING.

2. DESCRIPTION OF EZREGISTER

EZregister provides a simple and quick means for registered users who are event organizers and planners to publicize and/or promote an event and collect event registration fees for their events online through the Internet from registered users who want to attend such events. Payments are all transacted through third party payment service methods such as PayPal (collectively, "Facilitated Payment Methods" or "FPM"). (State Agencies work Treasury, as appropriate, for approval)

3. USE OF THE SERVICE

You must be eighteen (18) years of age or older to use this Service and shall use the Service only for purposes that are permitted by this TOS and any applicable laws and regulations (foreign and domestic). You shall not, nor permit anyone else to, directly or indirectly: (i) modify or otherwise create derivatives of any part of the Service; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Service (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (iii) rent, lease, resell, distribute or use the Service for timesharing, service bureau, or commercial purposes (except for the limited commercial purpose of selling event tickets through the Service as an Organizer); (iv) remove or alter any proprietary notices or labels on or in the Service; or (v) engage in any activity that interferes with or disrupts the Service. EZregister may change, suspend or discontinue the Service, including any feature of the Service or any Content (as defined below) made available in connection with the Service.

4. PAYMENT METHODS

There are two types of payment processing options Organizers may elect when using the Service: (1) "Self Service", which consists of collecting event registration fees using FPMs which are directly controlled by the Organizer; and (2) "Full Service", which consists of collecting event registration fees using FPMs which are directly controlled by EZregister. Depending on the payment processing option the Organizer elects when using the Service, monetary payments will be made to the Organizer directly by the Buyer (via Self Service) or by EZregister (via Full Service), in each case as described below.

4.1. Independent Relationship.

When using a FPM, Site Users effect the applicable monetary payment transaction through the FPM service, and are bound by the applicable terms of use governing the FPM service. EZregister is not affiliated with, and has no agency or employment relationship with, any FPM service provider, Site Users, or any of Organizer's other customers. To the extent applicable under Oregon law, EZregister has no responsibility for, and hereby disclaims all liability arising from, the acts or omissions of any FPM service provider, Site Users or any of Organizer's other customers. When using any other third party service provider in conjunction with the Service, you are bound by

the applicable terms of use governing the third party service provider's service. EZregister is not affiliated with, and has no agency or employment relationship with, any third party service providers, and EZregister has no responsibility for, and hereby disclaims all liability arising from, the acts or omissions of any third party service providers.

4.2. Service Charges

If you are using the Service as an Organizer, by registering for and using the Service, you agree to (i) pay EZregister the then-current service charges set by EZregister for such Service (for more information, go to <http://www.ezregister.com/fees>), and (ii) accept the responsibility for providing refunds to Buyers at your own discretion. EZregister will not be responsible or liable for refunds or the lack thereof issued in the course of the use of FPM. 4.3 Full Service.

4.3. Payment Process.

Self Service. If you choose the Self Service payment processing option, payments shall be due and payable upon receipt of the invoice setting forth such charges. Invoices are sent monthly for service charges incurred in the previous month. Full Service. If you choose the Full Service payment processing option, payment processing occurs directly by EZregister. Under the Full Service option, (i) EZregister will collect all event registration fees on behalf of the Organizer from the Buyer and deduct all applicable service charges from the event registration fees passed along to the Organizer, the process of which is more fully described at <http://www.ezregister.com/fees>; (ii) EZregister will mail all payments to the Organizer (event registration fees minus applicable service charges) at the address that the Organizer accurately provides on the Site; and (iii) EZregister will submit payment for the balance due to the Organizer within five (5) business days after the event end date for the event to which the registration fees correspond, provided that EZregister reserves the right to withhold funds at any time as EZregister determines to be necessary for the processing and settlement of all returns, disputed charges, customer complaints, allegations of fraud and other discrepancies. All sales, fees, charges, and funds are payable in U.S. Dollars.

4.4. Refunds.

It is the responsibility of the Organizer to communicate its refund policy to Buyers and to issue refunds on the behalf of Buyers via the Service. Organizer shall ensure that its refund policy is consistent with the terms of this TOS and the payment and refund mechanics of the Service in the case of Full Service. The Full Service permits the Organizer to issue refunds to Buyers within ninety-six (96) hours after the end date of an event. Refunds issued by Organizer will be processed within thirty (30) days after Organizer instructs the issuance of the refunds via the Full Service. No payments shall be made to an Organizer from EZregister with respect to any event that is cancelled. If a Buyer desires to request a refund, Buyer must request the refund from the Organizer (either before the event or shortly after the event, to permit the Organizer sufficient time to issue the refund within such 96-hour period). All communications or disputes regarding refunds are between the Organizer and Buyer and EZregister will not be responsible or liable for refunds or the lack thereof issued in the course of the use of the Service.

4.5. Credit Card Chargebacks.

Under the Full Service option, any credit card chargebacks initiated by a Buyer for any reason with respect to an event shall be charged back to the Organizer of such event. EZregister shall either (i) deduct these costs from such Organizer's outstanding balance, whether for that particular event or for any other event that such Organizer lists through the Service; or (ii) send an invoice to such Organizer for such costs if no balance exists. If payment for such invoice is not received by EZregister within thirty (30) days, EZregister reserves the right, at EZregister's sole discretion, to terminate such Organizer's registration for the Service and to cancel all other events listed by such Organizer as provided herein. In accordance with and without limiting Section 14, all communications and disputes regarding chargebacks are between the Organizer and Buyer and EZregister will not be responsible or liable in any way for chargebacks issued in the course of the use of the Full Service option.

4.6. Taxes; Withholding.

If you are using the Service as an Organizer, and are an Oregon governmental entity, you are responsible for any taxes associated with your sale of tickets through the Service (excepting taxes based on EZregister's net income). EZregister reserves the right to withhold the payment of any amounts owed to you hereunder if EZregister suspects or determines that such amounts have been generated in (i) a fraudulent manner, (ii) violation of this TOS, or (iii) violation of any applicable laws or regulations (foreign or domestic). Such withholding may be temporary or permanent (as determined by EZregister).

5. REGISTRATION

To be a registered user of the Service, whether as an Organizer or Buyer, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service registration form (the "Registration Data"), entities may register their staff under the entities name and entity provided billing information and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or EZregister has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, EZregister has the right to suspend or terminate your account and refuse any and all of your current or future use of the Service (or any portion thereof). EZregister is concerned about the safety and privacy of all its users, particularly children. For this reason, and to be consistent with the terms of use of any FPM service provider or other third party service provider, you must be at least 18 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority to register for an account.

6. SECURITY

As part of the Service registration process, you will create a password and account. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify EZregister of any unauthorized use of your password or account or any other breach of security. EZregister cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section.

7. INTELLECTUAL PROPERTY OWNERSHIP

7.1. Site Content.

The EZregister technology, name, domain, sub-domains, service marks and/or any logos along with all material, including without limitation information, data, software, text, design elements, graphics, images and other content (collectively, "Content"), contained in or delivered by EZregister via the Service or otherwise made available by EZregister at the Site (collectively, "Site Content") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws (collectively, the "Intellectual Property Rights"). EZregister may own the Intellectual Property Rights or portions thereof may be made available to EZregister through arrangements with third parties, Buyers are not to be considered third parties in this context. Except as expressly authorized by EZregister in writing, you agree that no right or license is granted to use them and therefore, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any of the Site Content. You shall use the Site Content only for purposes that are permitted by this TOS and any applicable laws and regulations (foreign and domestic). Any rights not expressly granted herein are reserved. The Intellectual Property Rights may not be used without the prior written consent of EZregister for each specific use. The Intellectual Property Rights may not be used to disparage EZregister, any third party or the respective products or services, or in any manner (in EZregister's sole reasonable discretion) that may damage any goodwill in the rights.

7.2. Your Content.

Any information that is provided by, contributed or made available by Organizer or Buyers ("Your Content") shall be defined as ("Organizer Intellectual Property"). Organizer grants EZregister a right to use Organizer Intellectual Property only to fulfill the purposes of this Agreement. Organizer's license to EZregister is limited by TOS and the confidentiality obligations of this Agreement.

No Rights. Except as expressly set forth in this TOS, nothing in this TOS may be construed as granting to or conferring upon EZregister any right, title, or interest in any intellectual property that is now owned or subsequently owned by Organizer.

EZregister shall not use Organizer's trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent.

7.3. DMCA.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any Content made available in connection with the Service infringes your copyright, you (or your agent) may send us a notice requesting that the Content be removed, or access to it blocked. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA (see <http://www.loc.gov/copyright> for details).

7.4 CONFIDENTIALITY.

Organizer's obligation to maintain the confidentiality of EZregister's proprietary information provided to Organizer under the TOS is conditioned by and subject to Organizer's obligations under the Oregon Public Records Law, ORS 192.410 to 192.505, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.501 or ORS 192.502.

EZregister acknowledges that, in the course of performing its responsibilities under this TOS, EZregister and its employees or agents maybe exposed to or acquire information that is confidential to Organizer or Organizer's clients. Any information EZregister or its employees or agents receive or acquire relating to Organizer or Organizer's clients in the performance of this Agreement is deemed to be confidential information of Organizer ("Confidential Information"), with the exception of:

- (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by EZregister;
- (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality;
- (iii) information that was known to EZregister prior to the effective date of the TOS without obligation of confidentiality;
- (iv) information that is independently developed by EZregister and documented in writing without use of, or reference to, any confidential information of Organizer;
- (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation.
- (vi) information required by securities laws and/or exchange listing requirements to which EZregister is subject; and

EZregister shall use Organizer's Confidential Information only for the purposes of this Agreement and shall not disclose Organizer's Confidential Information without prior written consent. If EZregister is required to disclose confidential information under clause (v) or (vi), EZregister shall first give Organizer notice and shall provide such information as may reasonably be necessary to enable Organizer to take action to protect its interests.

8. CONDUCT

8.1. Site User Liability.

You agree to comply with all applicable foreign or domestic laws, regulations, and/or rules regarding online conduct and acceptable Content as well as regarding the transmission of technical data exported from the United States or the country in which you reside. This includes but is not limited to using the Service to make available by any means any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or considered intentionally destructive in any manner.

8.2. Certain Remedial Rights.

You acknowledge and agree that EZregister does not pre-screen any Content provided or made available by you or any third party in connection with the Service, but that EZregister and its designees shall have the right (but not the obligation) in their sole discretion to (i) monitor alter, edit, or remove any of Your Content, in whole or in part, or (ii) rescind and terminate your right to use the Service for any reason or no reason. You acknowledge and agree that EZregister may preserve Your Content including without limitation if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this TOS; (c) respond to claims that any of Your Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of EZregister, its users and/or the public. You understand that the technical processing and transmission of the Service, including Your Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

9. INDEMNITY

Limits on Indemnification and other Liabilities. To the extent Organizer is required under the TOS to indemnify or hold EZregister harmless against claims brought by third parties against EZregister, Organizer's obligation to indemnify is subject to the limitations of Article XI, section 7 and article IX section 4 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any and all damage, loss, liability, cost and expense resulting from any claim, demand, suit or proceeding made by any third party ("Claim") due to or arising out of: Your Content; your use of, contribution to or connection with the Service; your violation of this TOS; or your violation of any rights of another. EZregister shall provide notice to you of any such Claim.

Defense of Claims. To the extent EZregister is required under this TOS to defend Organizer against claims asserted by third parties, Organizer shall reasonably cooperate in good faith, at EZregister's reasonable expense, in the defense of the claim and EZregister shall select counsel reasonably acceptable to the Oregon Attorney General to defend the claim and shall bear all costs of counsel. The Oregon Attorney General's acceptance of counsel may not be unreasonably withheld, conditioned or delayed. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, the State of Oregon, Organizer, its officers, employees or agents. Organizer may elect to assume its own defense with an attorney of its own choice and its own expense at any time Organizer determines important governmental interests are at stake. Organizer shall promptly provide notice to EZregister of any claim that may result in an obligation on the part of EZregister to defend. Subject to these limitations, EZregister may defend a claim with counsel of its own choosing, on the condition that no settlement or compromise of any claim may occur without the consent of Organizer, which consent must not be unreasonably withheld, conditioned or delayed.

10. GOVERNING LAW; JURISDICTION; VENUE.

11. This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.

SERVICE MODIFICATIONS

EZregister reserves the right at any time to, and from time to time may, modify, suspend or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice and will have no further obligation to you. You acknowledge and agree that EZregister shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. TERMINATION

EZregister, in its sole discretion, may terminate your password, account (or any part thereof) and/or your right to use the Service, and remove and discard any and all of Your Content within the Service, for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due, or if EZregister believes that you have violated or acted inconsistently with the TOS. You acknowledge and agree that any termination of your right to use the Service under this section may be effected without prior notice and that EZregister shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Service. All provisions of this TOS that by their nature should survive termination of your right to use the Service shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property protections).

Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Organizer's payment for services performed or license fees due after the last day of the current biennium is contingent upon Organizer receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Organizer, in the exercise of its reasonable administrative discretion, to continue to compensate EZregister. Organizer may immediately terminate this Agreement upon written notice if Organizer fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Organizer's budget or spending plan and Organizer determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement.

13. LINKS

The Service may provide, or third parties may provide, links to other Internet websites or resources. You acknowledge and agree that EZregister is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such websites or resources, and EZregister shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with any use of or reliance on such website or resource.

14. WARRANTIES

14.1. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EZREGISTER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, except those listed in Sections 14.2 and 14.3 OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. EZREGISTER MAKES NO WARRANTY THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU, OR EVENTS ATTENDED, THROUGH THE SERVICE, OR THE SERVICE ITSELF (OR ANY PART THEREOF), WILL MEET YOUR EXPECTATIONS,

OR (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED. EZREGISTER IS NOT RESPONSIBLE FOR THE CONTENT, PRODUCTS, SERVICES, ACTIONS OR INACTIONS OF ANY USER, BUYER, ORGANIZER OR THIRD PARTY BEFORE, DURING OR AFTER THE EVENT. YOU ACKNOWLEDGE THAT EZREGISTER HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF EVENTS ADVERTISED, THE TRUTH OR ACCURACY OF USERS' CONTENT, LISTINGS, OR THE ABILITY OF ANY USER (INCLUDING BUYERS AND ORGANIZERS) TO PERFORM, OR ACTUALLY COMPLETE A TRANSACTION. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. EZREGISTER'S SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EZREGISTER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

14.2. Performance Warranties. EZregister represents and warrants to Organizer that: (i) EZregister has all reasonably necessary equipment, software, programs and trained personnel to properly perform the Services consistent with standard practices appropriate to the nature and scope of EZregister's activities; (ii) EZregister will perform the Services in a professional and workmanlike manner; and (iii) EZregister has implemented and maintains an information security program that contains administrative, technical, and physical safeguards that are commercially reasonable in light of EZregister's size and complexity, the nature and scope of its activities, and the sensitivity of any information at issue.

14.3. General Representations and Warranties. EZregister represents and warrants to Organizer that:

14.3.1. EZregister has the power and authority to enter into and perform this Agreement;

14.3.2. This Agreement, when executed and delivered, will be a valid and binding obligation of EZregister enforceable according to its terms;

14.3.3. EZregister will, at all times during the term of this Agreement, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Services;

14.3.4. EZregister is not in violation of, charged with nor, to the best of EZregister's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and EZregister's provision of the Services will not violate any such law, ordinance, regulation or order.

14.3.5. EZregister's performance under this Agreement to the best of EZregister's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either EZregister or any EZregister personnel that will perform Services under this Agreement.

15. LIMITATION OF LIABILITY

EZREGISTER SHALL NOT BE LIABLE WITH RESPECT TO THE SERVICE, OR ANY OTHER SUBJECT MATTER OF THIS TOS, FOR ANY: (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EZREGISTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, (III) AMOUNTS IN THE AGGREGATE IN EXCESS OF US \$100.00, OR (IV) ANY MATTERS BEYOND EZREGISTER'S REASONABLE CONTROL. EZREGISTER SHALL HAVE NO LIABILITY WITH RESPECT TO ANY OF YOUR CONTENT OR ANY CONTENT OF ANY OTHER USER OF THE SERVICE. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

NOTWITHSTANDING THE ABOVE PARAGRAPH, EZREGISTER SHALL BE LIABLE FOR REMEDIES THAT ARE REQUIRED BY OREGON AND FEDERAL LAW FOR ANY PERSONAL INFORMATION BREACH THAT INCLUDES THE BUYER'S CREDIT CARD OR DEBIT CARD THAT OCCURS AS A RESULT OF THE USE OF THE SERVICES. THIS DOES NOT INCLUDE BREACHES THAT ARE CAUSED

BY THE ACTIONS OR FAILURE OF ACTIONS OF ORGANIZER OR BUYER. FOR THIS PARAGRAPH, PERSONAL INFORMATION SHALL HAVE THE DEFINITION GIVEN TO IT IN OREGON'S CONSUMER IDENTITY THEFT PROTECTION ACT, ORS 646A.600 THROUGH 606A.628.

16. RELEASE

IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE US (OUR AFFILIATES, THEIR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

17. PRIVACY

All information provided by you or collected by EZregister in connection with the Service is governed by EZregister's Privacy Policy, a copy of which is attached as Exhibit A and is hereby incorporated by reference into this TOS. EZregister strongly recommends that you review the Privacy Policy closely and this section for all Privacy considerations. Event Organizers should note that EZregister may use information it receives or collects regarding Buyers in accordance with the terms of its Privacy Policy, which may include use for marketing or promotion of other events or services that may be of interest to such Buyers. Please be aware that any information including personally identifiable information you decide to disclose or other information submitted or provided by you to the Service may be publicly accessible or may become public. EZregister shall not be responsible for protecting any such information and is not liable for the protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. EZregister does not control and shall not be responsible for the acts of you or any other users of the Service.

18. NOTICE

Notices shall be given to EZregister by postal mail to:

EZregister, LLC Attn: Legal Dept. 8500 E Jefferson Ave #10-J Denver, CO 80237

Notices shall be given to the Site User by email at the email address you provided to EZregister during the registration process. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the physical address provided to EZregister during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

19. GENERAL

19.1. Entire Agreement.

This TOS along with the Privacy Policy which is incorporated herein constitutes the entire agreement between you and EZregister and governs your use of the Service, superseding any prior agreements or contemporaneous communications between you and EZregister. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third party Content or third party software.

19.2. Arbitration.

19.3. Any dispute between the parties that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. Notwithstanding the provisions of the Services Agreement the parties specifically disclaim any right to arbitration of disputes. Organizer does not waive trial by jury. Invalid Provisions.

The failure of EZregister to exercise or enforce any right or provision of this TOS shall not constitute a waiver of such right or provision. If any provision of this TOS is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TOS remain in full force and effect.

19.4. Compliance with Laws.

The sale or purchase of tickets to Events may be regulated by certain state, county and city laws or regulations. This Site is further subject to United States export controls. You acknowledge that complying with laws is your responsibility, and you agree not to hold us liable for your failure to comply with any law.

EZRegister shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to EZregister and the Agreement.

19.5. International Users.

This Site is controlled, operated and administered by us within the United States. We make no representation that materials on the Site are appropriate or available for use at other locations outside of the United States and access to them from territories where the contents or products available through the Site are illegal is prohibited. If you access this Site from a location outside of the United States, you are responsible for compliance with all local laws and regulations.

19.6. Waiver.

No waiver of any term, provision or condition of the TOS, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition of the TOS, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition of the TOS. No waiver shall be binding unless executed in writing by the party making the waiver.

19.7. Force Majeure.

If the performance of any part of the TOS by either party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God, or any other causes beyond the control of either party, that party shall be excused to the extent that it is prevented, hindered, or delayed by such causes.

19.8. Severability.

If any one or more of the provisions contained in the TOS shall for any reason be found to be invalid, illegal, or unenforceable in any respect, said finding shall not affect the remaining provisions of the TOS, which shall be enforceable to the fullest extent permitted by law.

19.9. Further Assurances.

You agree to execute and deliver any additional documents and instruments and perform any additional acts, in a reasonable period of time that may be appropriate or necessary to perform and effectuate the provisions of the TOS.

19.10. Tax Compliance Certificate. EZregister has complied with the tax laws of the state of Oregon and the applicable tax laws of any political subdivision of this state for the six (6) years prior to the Effective Date. EZregister shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to EZregister, to EZregister's property, operations, receipts, or income, or to EZregister's performance of or compensation for any work performed by EZregister; (iii) Any tax provisions imposed by a political subdivision of this state that applied to EZregister, or to goods, services, or property, whether tangible or intangible, provided by EZregister; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any violation of this subsection constitutes a material breach of this Agreement and shall entitle Organizer to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 19.10.1. Termination of this Agreement, in whole or in part;
 - 19.10.2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to EZregister, in an amount equal to State's setoff right, without penalty; and
 - 19.10.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.
- Organizer may recover any and all damages suffered as the result of EZregister's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

By signature below, parties agree to all terms in this Agreement

Globaltrex, LLC: _____ Date: _____
Dan Herman, VP Sales Marketing

Agency/Entity: _____ Date: _____
Name / Agency or Entity

DAS Procurement: Greg Schmitt Date: 2/6/18
Name / Agency or Entity

Approved for legal sufficiency: Stephanie Thompson Senior Assistant Attorney General

Via e-mail February 2, 2018.

terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 1.1.1. Termination of this Agreement, in whole or in part;
- 1.1.2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to EZregister, in an amount equal to State's setoff right, without penalty; and
- 1.1.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Organizer may recover any and all damages suffered as the result of EZregister's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

By signature below, parties agree to all terms in this Agreement

Globaltrex, LLC:  Date: 2-5-18
Dan Herman, VP Sales Marketing

Agency/Entity: _____ Date: _____
Name / Agency or Entity

DAS Procurement: _____ Date: _____
Name / Agency or Entity

Approved for legal sufficiency: Stephanie Thompson Senior Assistant Attorney General
Via e-mail February 2, 2018.

Exhibit A

ABOUT US

EZregister.com is owned and operated by GlobalTrex, LLC., an independent web development company located in Denver, Colorado. At EZregister, your privacy on the Internet is of the utmost importance to us and we want to make your experience online satisfying and safe. Because we gather certain types of information about our users, we feel you should fully understand our policy and the terms and conditions surrounding the capture and use of that information. This privacy statement discloses what information we gather and how we use it.

USE OF INFORMATION

EZregister gathers two types of information about users:

1. Information that users provide through optional, voluntary submissions. These are voluntary submissions to sign up for an account, register for an event, receive our electronic newsletters, and to participate in our support forum.
2. Information EZregister gathers through aggregated tracking information derived mainly by tallying page views throughout our sites. This information allows us to better tailor our content to readers' needs and to help our advertisers and sponsors better understand the demographics of our audience.

Promoters of events on EZregister can gather information from you from your event registration form and are required to adhere by the same privacy policies as EZregister in regards to your information. EZregister does not accept any responsibility for what the promoter does with your information and you accept all risk of divulging this information to the promoter of an event.

EZregister does not collect or store any information related to credit card or bank accounts on our website. All secure financial information is handled through PayPal.

The information we collect is, disclosed when legally required to do so, at the request of governmental authorities conducting an investigation, to verify or enforce compliance with the policies governing our Website and applicable laws or to protect against misuse or unauthorized use of our Website.

CHILDREN

Consistent with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly request personally identifiable information from anyone under the age of 13 without requesting parental consent.

USAGE TRACKING

EZregister tracks user traffic patterns throughout all of our sites. However, we do not correlate this

information with data about individual users. EZregister does break down overall usage statistics according to a user's domain name, browser type, and MIME type by reading this information from the browser string (information contained in every user's browser).

COOKIES

We may place a text file called a "cookie" in the browser files of your computer. The cookie itself does not contain Personal Information although it will enable us to relate your use of this site to information that you have specifically and knowingly provided. But the only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites. EZregister uses cookies to track user traffic patterns (as described above). Our advertising system delivers a one-time cookie to better track ad impressions and click rates.

You can refuse cookies by turning them off in your browser. If you've set your browser to warn you before accepting cookies, you will receive the warning message with each cookie. You do not need to have cookies turned on to use this site. However, you do need cookies to participate actively in message boards, forums, polling and surveys.

SHARING OF INFORMATION

We will not share information about individual users with any third party, except to comply with applicable law or valid legal process or to protect the personal safety of our users or the public.

Promoters can access information you have entered in registration forms to track attendance for their events. Promoters must agree never to share this information with any third parties, including advertisers, sponsors or partners.

SECURITY

EZregister uses secure SSL for transfer of data to PayPal. EZregister operates secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorized individuals have access to the information provided by our customers. Our website is monitored daily by McAfee, a leading provider of internet security.

OPT-OUT POLICY

We give users options wherever necessary and practical. Such choices include: Opting not to register to receive our electronic newsletters.

Opting not to participate in certain interactive areas, which completely alleviates the need to gather any personally identifiable information from our users.

YOUR CONSENT

By using this site, you consent to the collection and use of this information by EZregister alone. We do not share your information with any outside companies. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

AD SERVERS

To try and bring you offers that are of interest to you, we have relationships with other companies that we allow to place affiliate ads on our web pages. As a result of your visit to our site, ad server companies may collect information such as your domain type, your IP address and clickstream information. EZregister is not responsible for the policies of any of our affiliate advertisers. For further information, consult the privacy policies of those companies.

LINKS

This web site contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

If you feel that this site is not following its stated privacy policy, please contact us and report your concerns at 1-800-476-4879.