

ECHO CHEMICAL EXCHANGE, INC. SERVICE TERMS

Version: 1.1

Last updated **July 25, 2019**

These terms and conditions (the “Service Terms”), govern your (“you” or “your”) access to, and use of, the services (“Services”) of Echo Chemical Exchange, Inc. (“Echo”). If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Service Terms on such entity's behalf and the term “you” shall refer to you personally and such entity.

Echo reserves the right to change or modify these Service Terms or any policy or guideline of the Services, at any time and in its sole discretion, upon thirty (30) days’ notice by e-mail. If you do not accept such terms, you may cancel your participation in the Services by providing at least ten (10) days’ notice of cancellation by email.

By accepting these Service Terms, you are also accepting Echo’s Terms of Use (located at: **[INSERT LINK]**) and Echo’s Privacy Policy (located at: **[INSERT LINK]**), which are incorporated by reference herein.

If you have any questions regarding the use of the Services, please refer first to the support section of the Echo website. All other questions or comments about the Services or its contents should be directed to support@echoexchange.net.

1. Registration for the Services

If you wish to buy or sell products through the use of the Services, you will be required to register by providing information about yourself and/or your business (“Registration Data”). You agree that any such information you provide is accurate, complete, and updated. Failure to do so constitutes a breach to these Services Terms and may result in a termination of your account and your access to the Services. You are responsible for maintaining the security and confidentiality of your account password. You are also solely responsible for all activities that occur through your User ID and password. You agree not to access or use, or attempt to access or use, the Services or any part thereof using the identity or the Registration Data of any person other than yourself. You agree to immediately notify Echo of any unauthorized use of your user ID or password. From time to time, you may be asked to confirm your account via an e-mail message. If such account is not reconfirmed, the account may be deleted or disabled by Echo.

2. Purchase of Products and Services

Certain products or services may be offered for sale from Echo and/or authorized third parties. In the event you wish to purchase or to subscribe for any of these products or services, you will be asked by Echo or an authorized third party to supply certain information, including without limitation, your full name, address, telephone number, and credit card information. You agree to provide Echo or such third party with the foregoing information as well as any other mandatory information that is accurate, complete, and current, and to comply with the terms and conditions

of any agreement that you may enter into governing your purchase of the product or service. You shall be responsible for all charges incurred through your account as well as for paying any applicable taxes.

You agree that any transaction derived, originated, or related to the Services shall only be completed using the Services, and you shall not nor attempt to circumvent or otherwise remove any transaction from the Services. If Echo discovers that you have done so it shall be considered a material breach of this agreement and Echo, in its sole discretion, reserves the right to take action against your account including, without limitation, warning, suspending, removing your account, or terminating this Agreement for cause pursuant to Section 7 of these Service Terms.

3. Consent to Receive E-mails and Notices

As long as you maintain an account, you may not "opt out" of receiving account-related e-mails from Echo. In addition, you may receive communications from Echo that are transactional in nature, and therefore cannot be unsubscribed from. The parties hereto may give legal notice by means of electronic mail, which electronic mail shall be considered delivered when sent. The notice address of Echo shall be support@echoexchange.net (or such other address as is provided by Echo to you) via e-mail at your Notice address and your address for the receipt of notices pursuant to this Agreement shall be the current e-mail address listed by you in your account profile. You also agree, unless you opt out, to receive marketing emails related to the Services.

4. Compliance with Laws

You represent and warrant that your use of the Services shall comply with all local, state and federal laws.

5. Indemnification

You agree to defend, indemnify and hold harmless Echo, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorney's fees) arising out of or related to any information you submit to Echo through the Services or your use of or inability to use the Services, including without limitation any actual or threatened suit, demand or claim arising out of or relating to your conduct, your violation of these Service Terms, or your violation of the rights of any third party.

6. Term and Termination

This agreement shall continue until such time as either party terminates. You may terminate without cause by send an e-mail to support@echoexchange.net requesting that your account be closed. Echo has the right to terminate the Services without cause by providing 30 days' advance notice to the e-mail account listed by you in your account information. You agree and acknowledge that Echo has no obligation to retain any of your account information, and may delete same, thirty (30) days after termination.

7. Termination for Cause

Echo may immediately terminate this Agreement in the event of your material breach of the terms or conditions of this Agreement. Any breach of your payment obligations or unauthorized use your account will be deemed a material breach of this Agreement.

8. Interstate Nature of Communications

You acknowledge that in using the Services you will be causing communications to be sent through interstate telecommunications networks, which are governed by federal law pursuant to the interstate commerce clause of the U.S. Constitution. Even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. You acknowledge that use of the Services results in interstate data transmissions.

9. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Echo but may be assigned without your consent by Echo to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger.

10. Payment Partner

In order to use the payment functionality of Echo's website and the Services, you must open a "Dwolla Platform" account provided by Dwolla, Inc., and you must accept the Dwolla Terms of Service (located at <https://www.dwolla.com/legal/tos/>) and Dwolla Privacy Policy (located at <https://www.dwolla.com/legal/privacy/>). Any funds held in your Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize Echo to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through Echo's application, and Dwolla account notifications will be sent by Echo, not Dwolla. Echo will provide customer support for your Dwolla account activity, and can be reached at support@echoexchange.net or 833-321-ECHO.

If you use the Services only to receive payments, you expressly authorize Dwolla to originate credit transfers to your financial institution account.