

Leadjetty Terms of Service

Please Read Carefully.

Updated: December 10, 2020

These Leadjetty Terms of Service (the “**Agreement**”) are between Leadjetty LLC (“**Leadjetty**”, “**Company**”, “**we**”, “**our**”, and “**us**”) and you and your subsidiaries and affiliates (collectively, “**Customer**”, “**you**” and “**your**”) and govern your access to and/or use of the Leadjetty software-as-a-service technology platform that assists businesses in segmenting and qualifying client leads on their websites or landing pages (the “**Platform**”) and governs your use of the Platform Tool. “**Platform Tool**” means the Leadjetty tool that helps collect lead contact details and can be connected to third-party services through APIs and integrations. This Agreement is effective on the date you click and agree to this Agreement (the “**Effective Date**”). If you do not agree with this Agreement, you shall not use the Platform and/or Platform Tool.

BY CLICKING ON THE “REGISTER” BUTTON ON THE SCREEN TO ACCESS AND/OR USE THE PLATFORM AND/OR PLATFORM TOOL, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS ALL OTHER APPLICABLE RULES OR POLICIES, TERMS AND CONDITIONS THAT ARE AND/OR MAY BE ESTABLISHED BY COMPANY FROM TIME TO TIME, AND THE FOREGOING SHALL BE INCORPORATED HEREIN BY REFERENCE. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, OR IN CONNECTION WITH PROVIDING AND/OR RECEIVING SERVICES ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IN SUCH EVENT, “YOU” AND “YOUR” AS USED HEREIN WILL REFER AND APPLY TO EACH ENTITY. THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL GOVERN YOUR ACCESS TO AND/OR USE OF THE PLATFORM AND/OR PLATFORM TOOL. PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT ACCEPT THIS AGREEMENT, NOW OR IN THE FUTURE, PLEASE STOP YOUR USE OF THE PLATFORM AND/OR PLATFORM TOOL IMMEDIATELY, IN WHICH CASE ANY CONTINUING ACCESS TO AND/OR USE OF THE PLATFORM AND/OR PLATFORM TOOL IS UNAUTHORIZED.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND LEADJETTY WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PARTIES ARE WAIVING THEIR RIGHT TO A TRIAL BY JURY IN THE EVENT OF ARBITRATION.

1. Platform and Platform Tool.

1.1 Use of Platform. Customer desires to utilize the Platform and Platform Tool to assist Customer in segmenting and qualifying client leads on Customer’s website. On the Effective Date, Customer will (a) establish an account on the Platform; (b) select a service plan (Standard, Pro or Enterprise, each a “**Service Plan**”); (c) be able to embed Leadjetty’s Platform Tool onto Customer’s website, (d) be able to customize the Platform Tool for Customer’s purposes, and (e) be able to begin collecting contact details on potential clients.

1.2 Customer Charges. Commencing on the Effective Date (or, if Customer has elected a 14-day free trial, then 14 days after the Effective Date), and on a monthly or annual basis thereafter (as elected by Customer), Customer shall be charged a predetermined fee identified by Leadjetty and based on the Service Plan selected by Customer. Leadjetty will charge Customer’s Payment Method for applicable fees due hereunder. Leadjetty may increase fees on thirty (30) days’ written notice to Customer, and such increase shall be effective at the end of the then-current Term.

1.3 Payment Method. Upon creating an account, the Customer shall be required to designate a credit card or bank account as the payment method for fees due hereunder (“**Payment Method**”). . Some payments may be processed through electronic payment vendors. Customer authorizes Leadjetty and/or its third-party service provider to automatically charge the Payment Method for the fees in advance or as otherwise agreed to by the parties in writing. Upon Company’s request, Customer agrees to promptly complete and submit a credit card

authorization and/or ACH authorization form to Company, as applicable. Leadjetty may use a third-party payment processor to process payments. Customer's credit card information or bank information will be processed and stored by such third-party payment processor. Customer expressly understands and agrees that the processing of the Payment Method is governed by the third-party's terms and conditions and Leadjetty shall have no liability related thereto. If the Payment Method on file is closed or the account information is changed, or if, for any reason, a Payment Method is rejected, Customer shall immediately update or supply a new Payment Method. If the Customer does not notify us of updates to the Payment Method, to avoid interruption of the Platform and Platform Tool, we may participate in programs supported by the card provider, bank or other third parties to try to update the Payment Method. Customer authorizes Leadjetty to continue billing the Payment Method with the updated information that Leadjetty obtains. If Customer is unable to update its Payment Method with appropriate information, then Leadjetty may (in its sole and absolute discretion, and without liability) immediately suspend access to and/or use of the Platform and/or Platform Tool, and Leadjetty will send and/or email an invoice to Customer detailing the amount due and such invoice shall be due and payable within five (5) days after the date of the invoice, or the account will be considered past due and Leadjetty may suspend and/or terminate the account, without liability, and seek all available remedies at law and in equity. Customer permanently and irrevocably waives any and all rights to enact a chargeback (that is, a disputed, reversed or contested charge with the applicable bank, credit card or charge card) against such payments for any reason whatsoever against Leadjetty. If Leadjetty terminates an account, if a Customer closes its account, uninstalls or deactivates the Platform and/or Platform Tool, or if the payment of fees cannot be completed for any reason, Customer shall remain obligated to pay Leadjetty for all unpaid fees and expenses plus any penalties, if applicable. Leadjetty may take all steps necessary to collect the fees owed Leadjetty hereunder and Customer is responsible for all costs of collection, including without limitation reasonable attorneys' fees, for any payment default. Company may disable access to all or part of the Platform without liability if any fees are not paid in accordance with under this Agreement. Suspension of the Platform and related services shall not release Customer of its payment obligations under this Agreement. All fees due and payable by Customer to Company under this Agreement must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law.

1.4 Taxes and Third-Party Fees. Fees are exclusive of applicable taxes. Customer is responsible for all taxes, fees, duties, and charges, and any related penalties and interest arising from the payment of any and all fees under this Agreement except for taxes based on Company's net income or payroll taxes. Customer shall also be responsible for all third-party fees (including, for example, mobile carrier fees, 'ISP' charges, data plan charges, credit card fees, foreign exchange fees, and foreign transaction fees) related to its access to and/or use of the Platform and/or Platform Tool. Leadjetty is not responsible for such fees. Customer will indemnify, defend and hold harmless Company for all taxes imposed which may be attributable to Customer's access to or use of the Platform and/or Platform Tool.

1.5 Establishing an Account and Reporting. Customer shall: (a) establish an account through the Platform, (b) provide contact information and other forms of authentication required during the enrollment process, as determined by Company in its sole discretion, (c) determine the administrative user authorized to control Customer's account access and/or controls, and (d) update and correct information submitted to create or maintain Customer's account. Accounts are non-transferrable and may not be sold, combined or otherwise shared with any other person or entity. Customer is solely responsible for maintaining the security and confidentiality of the password used to access its account and acknowledges and agrees that Company shall have no responsibility for any incident arising out of, and/or related to, the account settings and/or any integration of the Platform Tool with Customer's website. Company will assume that anyone using the Platform and/or Platform Tool or transacting through Customer's account is authorized by Customer. Customer acknowledges and agrees that (i) Company is not liable for Customer's website, services and/or products; (ii) Company cannot provide assistance with the Customer's website, services and/or products; and (iii) Customer is solely responsible for any liability which may arise from Customer's website, services and/or products. Customer shall defend, indemnify and hold harmless Company from and against any and all claims, losses, liabilities, expenses or damages, including attorney's fees, arising from and/or relating to any breach of the terms and conditions set forth herein by Customer and/or any of its users. Customer agrees to use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and Platform Tool, and shall notify Company immediately of any such unauthorized access or use. Customer represents and warrants that Customer and its

users will abide by the terms and conditions of this Agreement and Customer acknowledges and agrees that it shall be fully responsible for any breach of this Agreement by Customer and/or any of its users. Company will provide Customer with standard reporting functionality in the reports section of Customer's dashboard on the Platform.

1.6 Promotional Offers. From time to time Leadjetty may offer promotions waiving certain fees as further identified and displayed on the Platform. During the promotional time period any fees accrued will be charged as normal and a credit will be issued back to the Customer's account to be applied on future invoices as determined by Company in its sole and absolute discretion. Credits will not be refunded for cash and can only be applied to future invoices. Promotions may only apply to new customers.

1.7 Right to Access and Use. Subject to Customer's payment of all fees and compliance with this Agreement, Company hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and/or use the Platform and Platform Tool in connection with Customer's website for its internal business purposes solely as described herein.

1.8 Restrictions. Except as expressly permitted hereunder, Customer shall not, directly or indirectly, without the express, prior written consent of Company (i) use or permit the use of, reproduce or otherwise duplicate, disclose, distribute, modify, encumber, time-share, license, sublicense, rent, lease, assign or transfer the Platform, Platform Tool or any portion thereof, or any of Customer's rights thereto, (ii) merge any Platform, Platform Tool or any portion thereof with any other program or materials, (iii) copy, adapt, modify, make error corrections to the Platform and/or Platform Tool in whole or in part, reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Platform, Platform Tool or any other intellectual property provided or made available by Company, (iv) translate, localize, port, or otherwise modify any Platform, Platform Tool any other intellectual property provided or made available by Company, (v) make any derivative works based on the Platform and/or Platform Tool, (vi) remove, obliterate, modify, obscure or cancel from view any copyright, trademark, or other proprietary or confidentiality notice appearing on any materials provided or made available by Company, or fail to reproduce any such notice on any copy made of any such materials, (vii) take any action that materially interrupts or interferes with, or that might reasonably have been expected to materially interrupt or interfere with, the Platform, Platform Tool, Company's business operations or other customers, (viii) copy or imitate part or all of the design, layout or look and feel of the Platform or Platform Tool in any form or media and/or access the Platform and/or Platform Tool in order to build a similar or competitive product, or (ix) permit any other user, person and/or entity to engage in any of the foregoing conduct. In the event of Customer's breach of this Section, Company may terminate Customer's account immediately without notice or liability. Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Platform and/or Platform Tool that (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, (b) facilitates illegal activity, and/or (c) causes damage or injury to any person or property. "Virus" shall mean any thing or device which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, service or device. Company may, without liability to Customer, disable or suspend the Customer's access to the Platform and/or Platform Tool in the event (w) of any breach or anticipated breach of this Agreement, (x) Customer's or its users' access to or use of the Platform and/or Platform Tool disrupts or poses a security or other risk to Company, any other customer, or any third party, (y) Customer or its users are using the Platform and/or Platform Tool for fraudulent or illegal activities, or (z) Company's continued provision of any products or services to Customer or its users is prohibited by applicable law.

1.9 Privacy Notice. Customer acknowledges and agrees it will abide by Company's privacy notice located at https://www.leadjetty.com/privacy_notice ("**Privacy Notice**"), as may be amended from time to time by Company in its sole and absolute discretion, the current version of which is incorporated herein by reference.

1.10 Updates. During the Term, Company may, in its sole discretion, make available to Customer such updates, patches and bug fixes for the Platform and Platform Tool as may, from time to time, be made generally available by Company to its customers. Company reserves the right to (i) correct any errors, inaccuracies, and/or omissions with respect to any information on the Platform and/or Platform Tool, and/or (ii) make changes to content, descriptions, service and/or other information without obligation to issue any notice of such changes, except as prohibited by law. The Platform and/or Platform Tool may be modified, updated, suspended and/or discontinued by Company at any time, without liability.

1.11 Capabilities and Equipment. Customer is solely responsible for (i) obtaining, maintaining, installing and supporting all 'Internet' access, computer hardware, software, telecommunications capabilities and other

equipment and services (specifically including responsibility for providing appropriate personal computers and mobile devices) to access and/or use the Platform and/or Platform Tool, and (ii) ensuring that its network and systems comply with the relevant specifications provided by Company from time to time.

2. Term and Termination.

2.1 Term. Unless otherwise stated in additional terms or a separate written agreement between you and the company, the term of this Agreement commences on the Effective Date and shall remain in effect until terminated by either party in accordance with the terms and conditions of this Agreement (“**Term**”).

2.2 Termination for Breach. If Customer breaches this Agreement and does not cure such breach within seven (7) days after written notice thereof, Company, in its sole and absolute discretion, may immediately terminate this Agreement and suspend Customer’s and its users’ access to and/or use of the Platform and/or Platform Tool without liability and without prejudice to other rights or remedies available at law or in equity. If Leadjetty terminates an account, Customer and its users may not subscribe under a new account unless formally invited by Leadjetty. If Customer and/or its users commit fraud and/or falsify information in connection with the use of the Platform and/or Platform Tool, such account will be terminated immediately and we reserve the right to hold Customer and its users liable for any and all damages that Leadjetty suffers. Leadjetty may pursue legal action through relevant local and national law enforcement authorities and may notify Customer’s and its users’ ‘Internet Service Providers’ of any fraudulent activity Leadjetty associates with Customer’s and its users’ access to and/or use of the Platform and/or Platform Tool.

2.3 Termination for Convenience. Company may terminate this Agreement at any time for convenience by providing thirty (30) days’ written notice to Customer; provided, however, that Company shall provide a pro-rata refund of any prepaid fees for services not provided. Customer may terminate this Agreement at any time for convenience by providing thirty (30) days’ written notice to Leadjetty or by uninstalling or deactivating the Platform and Platform Tool; provided, however, that Customer shall not be entitled to a refund of any prepaid fees.

2.4 Effect of Termination. Upon termination, Customer shall immediately cease using the Platform and Platform Tool and delete the Platform Tool. Upon termination, deactivation or uninstallation of the Platform and/or Platform Tool, Customer shall immediately pay Company all outstanding fees due hereunder up to the effective date of termination, and such payment will automatically be approved and charged to the Payment Method.

3. Ownership. Company retains all right, title, interest and ownership of, any and all IP and proprietary rights with respect to the Platform, Platform Tool, Data, customizations and any other materials provided or made available to Customer by Company (excluding Customer Content and/or User Submissions). “**IP**” means all intellectual property including without limitation all patents, inventions, trademarks, service marks, trade names and trade dress, copyrights and copyrightable works, trade secrets, know-how, design rights and database rights. Except for the rights expressly granted to Customer in this Agreement, the Platform, Platform Tool, Data and other materials that are provided or made available, and all work product that is developed, under this Agreement, all modifications, compilations, and derivative works thereof, and all intellectual property and proprietary rights pertaining thereto, are and shall remain the property of Company and its respective licensors, and Customer hereby assigns all such ownership rights to Company as necessary. Except for the rights expressly granted to Customer in this Agreement, all data or information provided by, accessed from or through the Platform and Platform Tool and all data resulting from Company’s processing and/or aggregation of such data (collectively the “**Data**”) is, or will be, and will remain, the sole and exclusive property of Company and will be deemed Confidential Information of Company. Subject to Customer’s payment of all fees and compliance with this Agreement, Company shall grant Customer a worldwide, non-exclusive right, non-transferable license to utilize the Data for its internal business purposes only. No right is granted to Customer (or others acting for Customer) to sell or otherwise transfer the Data to third parties without Company’s prior written consent.

4. Customer Content. You will be solely responsible for all Content and data provided by you or your authorized users of the Platform and/or Platform Tool. You are solely responsible for the accuracy and completeness of any and all data and information provided by you while using the Platform and/or Platform Tool. Company will not be liable to you or to any third party for any liabilities, damages, losses, penalties, costs or expenses suffered by you or any third party arising from any inaccuracy, illegality, incompleteness or invalidity of any such data and information or any modification, corruption, loss or breach of security with respect to any such data and information. You hereby grant Company a worldwide, non-exclusive right and license to reproduce, distribute and display Content as necessary to provide the Platform, Platform Tool and related services. You represent and warrant that you own all Content or that you have permission from the rightful owner to use each of the elements of Content, and that you have all rights necessary for Company to use the Content in connection with the Platform, Platform Tool and related services. "Content" means any elements of text, client or prospective client contact information, forms, form responses, User Submissions, questions, graphics, images, photos, designs, artwork, logos, trademarks, service marks, and other materials and/or content which you provide in connection with your access to and/or use of the Platform, Platform Tool and related services. Company is not responsible for any unauthorized access to, alteration of, and/or the deletion, destruction, damage, loss and/or failure to store any Content. Notwithstanding anything herein to the contrary, Company may collect aggregated, anonymized data that cannot identify any person and that is derived from or created through the use of the Platform and/or Platform Tool by you and/or your users.

5. User Submissions.

You and/or your customers, site visitors and/or subscribers may submit comments, information, text, link, graphics, photos, videos or other materials or arrangements of materials posted, uploaded, downloaded or provided in connection with the Services ("**User Submissions**"). You understand that Company does not guarantee any confidentiality with respect to User Submissions. You are solely responsible for all User Submissions and the consequences of posting or publishing them. You represent and warrant that you have all necessary licenses, rights, consents and permissions to use and authorize Company to use all IP in an to any User Submissions to enable inclusion and use in the manner contemplated by the Services and this Agreement. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, trademark, protected by trade secret or confidentiality, or otherwise subject to third-party IP rights, including without limitation privacy, personality and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Company of the license rights granted herein. You agree not to collect social security numbers, medical records and other personal health information of your customer, site visitors and/or subscribers.

6. Advertising and Marketing; Feedback. Notwithstanding anything herein to the contrary, Company may use Customer's name and logo to identify Customer as a participating Platform customer on Company's website and in other advertising, marketing, and promotional materials. If Customer or any of its users provides suggestions, ideas, or other feedback to Company concerning the Platform and/or Platform Tool ("**Feedback**"), Company may use, disclose and exploit such Feedback without restriction or any obligation to account to Customer or the individual providing the Feedback. Company is not required to consider or implement any Feedback.

7. Representations and Warranties.

7.1 Representations and Warranties. Company and Customer each represent and warrant that (a) they will comply with all applicable laws, statutes, ordinances, rules, regulations, and requirements of all governmental agencies and regulatory bodies in connection with this Agreement, and (b) each party has the requisite legal and corporate power and authority to enter into this Agreement and grant the rights as set forth in this Agreement.

7.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. THE PLATFORM, PLATFORM TOOL AND ALL PRODUCTS, SERVICES, AND DATA ARE PROVIDED BY COMPANY "AS IS." COMPANY DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE PLATFORM, PLATFORM TOOL, PRODUCTS,

SERVICES OR DATA PROVIDED BY COMPANY IN CONNECTION WITH THIS AGREEMENT, ARE OR WILL NECESSARILY ALWAYS BE COMPLETELY ACCURATE, CURRENT, COMPLETE AND/OR CONTINUOUSLY AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. CUSTOMER AGREES THAT ITS USE OF THE PLATFORM IS SOLELY AT ITS OWN RISK, AND THAT COMPANY MAKES NO WARRANTIES OR PROMISES OF ANY KIND RELATED TO CUSTOMER'S USE OF THE PLATFORM OR PLATFORM TOOL. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER LOSS OR DAMAGE RESULTING FROM (I) TRANSFER OF DATA OVER COMMUNICATION NETWORKS SUCH AS THE INTERNET, (II) UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF, CUSTOMER CONTENT OR OTHER INFORMATION THAT CUSTOMER OR ITS USERS SUBMITS OR USES IN CONNECTION WITH THE PLATFORM AND/OR PLATFORM TOOL, AND/OR (III) INABILITY TO ACCESS OR GET ACCURATE DATA FROM THIRD-PARTY SYSTEMS OR APPLICATIONS THAT THE SERVICES ARE DEPENDENT ON.

8. Indemnification. Customer will defend, indemnify, and hold harmless Leadjetty its Representatives from and against any and all costs, losses, fines, or expenses, including reasonable attorneys' fees, that Leadjetty may incur by reason of any third-party claims arising out of or in connection with (i) Customer's and/or its users' negligence, misconduct, acts and/or omissions; (ii) Customer's and/or its users' breach or alleged breach of any terms and/or conditions of this Agreement; (iii) your violation of any third-party rights, including without limitation any copyright, property or privacy right; and/or (iv) any unauthorized access to, alteration of, or deletion, destruction, damage, loss or failure to store any of, Customer Content. Customer's indemnification obligations will survive this Agreement and termination of the Services.

9. Limitation of Liability. COMPANY, ITS AFFILIATES AND ITS SUBSIDIARIES, IF ANY, AND ITS THIRD PARTY SERVICE PROVIDERS, SUPPLIERS, AND VENDORS SHALL NOT BE LIABLE TO CUSTOMER, ITS USERS OR ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOSS OF USE, DATA AND/OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY, STRICT LIABILITY, AND/OR ANY OTHER LEGAL AND/OR EQUITABLE THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY COMPANY, ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS.

COMPANY'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER AND ITS USERS FOR DIRECT DAMAGES THAT CUSTOMER AND ITS USERS SUFFER IN CONNECTION WITH THE PLATFORM AND/OR PLATFORM TOOL IS LIMITED TO THE AMOUNT PAID, IF ANY, BY CUSTOMER AND ITS USERS TO COMPANY IN CONNECTION WITH THE PLATFORM AND/OR PLATFORM TOOL IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS OR LIMITATIONS HEREIN MAY NOT APPLY IN SUCH LIMITED CIRCUMSTANCES. IN SUCH STATES, COMPANY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. CUSTOMER'S AND ITS USERS' ACCESS TO AND/OR USE OF THE PLATFORM AND/OR PLATFORM TOOL IS AT CUSTOMER'S AND ITS USERS' OWN RISK.

10. Dispute Resolution. EXCEPT FOR DISPUTES AND/OR CLAIMS RELATED TO COMPANY'S IP, ANY OTHER DISPUTE OR CLAIM RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION IN COOK COUNTY, ILLINOIS. THE ARBITRATION PROCEEDINGS SHALL BE CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME A DEMAND FOR ARBITRATION UNDER THE RULES IS MADE. THE DECISION OF THE ARBITRATORS, INCLUDING DETERMINATION OF THE AMOUNT OF DAMAGES SUFFERED, IF ANY, SHALL BE FINAL AND BINDING ON ALL PARTIES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS AND JUDGMENT WITH RESPECT TO SUCH DECISION MAY BE ENTERED IN ANY COURT OF APPLICABLE JURISDICTION. You agree that claims may only

be brought on an individual basis and not as part of any purported class or representative action or proceeding unless both you and Company agree otherwise. The arbitrator may not consolidate or join more than one person or party's claims and may not preside over any form of a consolidated, representative or class proceeding.

11. Separate Agreements. You may have other agreements with Company. Such agreements are separate and in addition to this Agreement. The Agreement does not modify, revise or amend the terms of any other agreements you may have with Company, unless otherwise specifically delineated in writing.

12. Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to its choice of laws principles. Any action related to or arising from this Agreement related to Company's IP and/or Confidential Information shall take place exclusively in the courts situated in the City of Chicago, Cook County, Illinois and the parties hereby submit to the venue of the courts situated therein.

13. Notices. Except as otherwise permitted in this Agreement, all notices sent to Company shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address, as subsequently modified by written notice.

14. General. It is understood and agreed that the relationship of Company to Customer is and shall continue to be that of an independent contractor. The parties to this Agreement are not joint venturers, partners, agents, or representatives of each other. No waiver by either party of the breach of any term or condition of this Agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect. Company reserves the right to change and/or modify this Agreement and/or any policy and/or guideline relating to the Platform and/or Platform Tool, at any time and in its sole discretion. If Company makes material changes to this Agreement, Company will inform you by posting a notice on the Platform and changing the 'Last Updated' date. Customer agrees that a click-through acceptance of this Agreement is the legal equivalent of its manual signature. Customer agrees that the fact that this Agreement was accepted through a click-through process will not in any way affect the enforceability of this Agreement. Any provision of this Agreement which, by its nature, would survive termination of this Agreement will survive any such termination of this Agreement. This Agreement and the Privacy Notice constitute the entire understanding and agreement between the parties with respect to the subject matter hereof.