

**TERMS OF SERVICE**  
Last Modified: February 23, 2024

**WELCOME TO KNOMEE**

Welcome to the Knomee website, owned and operated by Knomee, Inc. and any of its subsidiaries or affiliates (“**Company**,” “**we**,” “**us**” or “**our**”). These Terms of Service (this “**Agreement**”) govern your use of the website located at <https://www.knomee.com> (the “**Site**”) and all related products, services, tools, web applications, and any other technology platforms or tools located at any Company websites, including without limitation, successor website(s) or application(s) thereto (collectively, the “**Service**”). The terms “**you**,” “**your**” or “**user**” refers to you, the user. Company and you may each be referred to as a “**Party**” or collectively referred to as the “**Parties**”. If you are using the Service on behalf of a business, association, or other entity, “**you**” or “**your**” will also refer to such business, association, or other entity, unless the context clearly dictates otherwise. You agree that you are authorized to consent to these terms on behalf of such business, association, or other entity, and we can rely on this.

**IMPORTANT NOTICES**

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

***These Terms Set Forth a Legally Binding Agreement***

Please read this Agreement very carefully before accessing or using our Service. By using/ continuing to use our Service, you acknowledge you have read and understand and agree to be bound by the Agreement, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. If you do not agree to all the terms and conditions of this Agreement, then you may not access or use the Service. If this Agreement is considered an offer, acceptance is expressly limited to this Agreement.

***Eligibility to Use the Service***

The Service is intended for persons eighteen (18) years of age or older. To use the Service you must be, and represent and warrant that you are, at least the age of majority in your state, province or jurisdiction of residence, or if you are under the age of majority in your state, province, or jurisdiction of residence, you represent and warrant that your parent or legal guardian has reviewed this Agreement with you and accepts them on your behalf; parents or legal guardians are responsible for the activities of their minor dependents while using the Service. You warrant and represent that you (1) have all necessary rights, power, and authority to agree to this Agreement and perform your obligations hereunder, and (2) nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation.

## ***Privacy Policy***

Please refer to our [Privacy Policy](#) for information about how we collect, use, store, and disclose your personal information (“**Privacy Policy**”). When creating an Account (as defined in Section 3.1) and using the Service, you will be asked to provide certain personal information. By providing such personal information, you agree to the terms of our Privacy Policy and expressly consent to Company’s collection, storage, use, and disclosure of your personal information in accordance with the Privacy Policy.

### **1. THE SERVICE**

**1.1. *The Service.*** The Service offers services to two types of users: (i) if you are selling or advising on financial services and products through the Service, or otherwise utilizing the market intelligence and analytics offered by the Service (“**Advisor**”), and (ii) if you are seeking help with financial decisions through the Service (“**Participant**”). The Service provides a venue for Participants to engage in psychology-backed self-discovery to help articulate personal goals, values, and attitudes relevant for financial decision-making and assess readiness to take action toward goal attainment, i.e., building & iterating a personal “financial identity.” It also enables participants to discover, connect and interact with Advisors who are providing expertise and products/services to achieve certain goals across a wide range of financial subject matter. Please note: COMPANY DOES NOT PROVIDE ANY FINANCIAL ADVICE ON THE SERVICE, AND THE SERVICE IS NOT INTENDED AS A PLATFORM FOR ADVISORS TO CONDUCT FINANCIAL ADVICE/PLANNING SERVICES.

Though we may pre-screen Advisors, we do not represent or warrant, guarantee, or endorse any products or services sold via the Service or any content posted by Advisors (such as data or language used in content provided to Participants). We reserve the right, but are not obligated, to limit the sales of our Service to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis, in our sole discretion. We reserve the right to limit the quantities of any Service that we offer. All descriptions of Service are subject to change at any time without notice, at the sole discretion of us. We reserve the right to modify, withdraw, or discontinue the Service, in whole or in part, at any time without notice to you. Any offer for any Service is void where prohibited.

**1.2. *For Participants Using the Service.*** In addition to all other applicable terms and conditions in this Agreement and the Privacy Policy, the following obligations and restrictions set forth in this Section 1.2 apply to you if you are a Participant. The Service provides a venue for you to connect and interact with Advisors. It is important to note that Company is not a part of that the transaction between a Participant and Advisor. When you purchase through the Service, you are directly supporting an independent business. By using the Service to make a transaction with an Advisor, you acknowledge and agree that: (i) you have read the services and/or item description(s) before making a purchase; (ii) any disagreements or disputes with an Advisor will be resolved directly with the Advisor; and (iii) you are not buying financial products or services from Company, but from one of the many Advisors on the Service.

**1.3. *For Advisors Using the Service.*** In addition to all other applicable terms and conditions in this Agreement and the Privacy Policy, the following obligations and restrictions set forth in this Section 1.3 apply to you if you are an Advisor.

- (i) Representing Yourself Honestly. We value transparency throughout the Service. This means that you will represent yourself, your company, and your services/products accurately and honestly. Additionally, you represent and warrant that you will not: (a) engage in fee avoidance; (b) create multiple accounts on our Service; or (c) coordinate pricing with other Advisors.
- (ii) Participant Privacy and Protection of Personal Information. You are responsible for protecting Participants' personal information you receive or process, and you must comply with all applicable legal or industry requirements. This includes applicable data protection and privacy laws that govern the ways in which you can access, store, use, and disclose Participant information. For example, these laws may require that you post and comply with your own Privacy Policy, which must be accessible to the Participant with whom you interact on our Service. In addition to any applicable legal or industry requirements, your Privacy Policy must be no less restrictive than this Agreement and our Privacy Policy. You are an independent controller of data relating to Participants that you may have obtained through interactions on the Service.

Except for the limited information disclosed during an Advisor - Participant interaction through the Service (i.e., discovering and connecting with an Advisor), information shared between Advisor – Participant during the course of their interaction is not a part of the Service and Company disclaims any and all responsibility as it pertains to any claim brought by a third-party as a result. The limited information disclosed during an Advisor - Participant interaction through the Service may only be used solely for provision of the Service, unless the Participant otherwise authorizes you to use it for other purposes. For the avoidance of doubt, you may not use such information (a) for unsolicited commercial messages or unauthorized transactions, (b) to add any user of the Service to your email or physical mailing list, or (c) to use that Participant's identity for any marketing or related purpose (except with the Participant's prior consent). You acknowledge and agree that you are responsible for knowing the standard of consent required in any given instance.

- (iii) Customer Service. We expect you to provide the highest levels of customer service. By selling on the Service, you represent and warrant that you will: (a) respond to messages in a timely manner (in all events, take commercially reasonable efforts to respond within seven (7) days); and (b) resolve disagreements or disputes directly with the Participant.
- (iv) Improper Conduct. We expect you to conduct yourself in a manner that is not detrimental to Company or its reputation. Company may immediately terminate this Agreement by notice to you, if you: (a) are charged with or have committed a crime; (b) engage in any actions involving moral turpitude (including public misconduct); (c) continue to contact a Participant after they have advised you to no longer contact them; or (d) otherwise reflect unfavorably upon Company (in Company's sole discretion).

## 2. WARRANTY DISCLAIMER

COMPANY PROVIDES THE SERVICE, INFORMATION, MATERIALS, AND/OR DATA (COLLECTIVELY, “**INFORMATION**”) CONTAINED THEREIN FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. WE DO NOT WARRANT OR REPRESENT THE ACCURACY, COMPLETENESS, CURRENCY, OR SUITABILITY OF ANY INFORMATION AVAILABLE MADE THROUGH THE SERVICE. **COMPANY DOES NOT PROVIDE ANY FINANCIAL ADVICE ON THE SERVICE, AND THE INFORMATION SHOULD NOT BE SO CONSTRUED OR USED.** COMPANY AND ITS EMPLOYEES ARE NOT LICENSED CERTIFIED FINANCIAL PLANNERS. USING, ACCESSING, AND/OR BROWSING THE SERVICE AND/OR PROVIDING PERSONAL OR FINANCIAL INFORMATION TO COMPANY DOES NOT CREATE A FINANCIAL ADVISOR-CLIENT, PROFESSIONAL-CLIENT, OR SIMILAR RELATIONSHIP BETWEEN YOU AND COMPANY. NOTHING CONTAINED IN THE SERVICE IS INTENDED TO CREATE A FINANCIAL ADVISOR-CLIENT, PROFESSIONAL-CLIENT, OR SIMILAR RELATIONSHIP TO REPLACE THE SERVICES OF A LICENSED/CERTIFIED, TRAINED FINANCIAL PROFESSIONAL, OR TO BE A SUBSTITUTE FOR FINANCIAL ADVICE OF A FINANCIAL PROFESSIONAL LICENSED/CERTIFIED IN YOUR STATE/JURISDICTION. YOU SHOULD NOT RELY ON ANYTHING CONTAINED IN THE SERVICE, AND YOU SHOULD CONSULT A FINANCIAL PROFESSIONAL LICENSED/CERTIFIED IN YOUR STATE/JURISDICTION IN ALL MATTERS RELATING TO YOUR FINANCES. YOU HEREBY AGREE THAT YOU SHALL NOT MAKE ANY FINANCE RELATED DECISION BASED IN WHOLE OR IN PART ON ANYTHING CONTAINED IN THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR THE USE OF ANY INFORMATION AVAILABLE THROUGH THE SERVICE.

YOU EXPRESSLY AGREE THAT THE USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT COMPANY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY MEMBER ON OR OFF THE SERVICE. YOU AGREE TO USE CAUTION IN ALL INTERACTIONS WITH OTHER MEMBERS, PARTICULARLY IF YOU DECIDE TO COMMUNICATE OFF THE SERVICE OR MEET IN PERSON. YOU AGREE THAT YOU WILL NOT PROVIDE YOUR FINANCIAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION), OR WIRE OR OTHERWISE SEND MONEY TO OTHER MEMBERS VIA THE SERVICE.

YOU ACKNOWLEDGE AND EXPRESSLY AGREE THAT: (1) THE CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION FINANCIAL PLANS, FINANCIAL LITERACY VIDEOS, AND OTHER SIMILAR CONTENT, IS FOR INFORMATIONAL, PERSONAL, AND EDUCATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF A QUALIFIED FINANCIAL PROFESSIONAL; (2) COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) CONTENT AVAILABLE THROUGH THE SERVICE, WHETHER OR NOT PROVIDED BY OR ON

BEHALF OF COMPANY, (B) SPECIFIC RESULTS FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION THE ACHIEVEMENT OF ANY FINANCIAL GOALS, AND (C) ANY ADVISORS YOU INTERACT WITH THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING WITHOUT LIMITATION THEIR QUALITY, EXPERTISE, EDUCATION OR LEVEL OF CERTIFICATIONS; (3) YOUR INTERACTIONS WITH ADVISORS THROUGH THE SERVICE OR OTHERWISE ARE AT YOUR SOLE DISCRETION AND RISK; AND (4) PARTICIPATION IN A FINANCIAL PROGRAM OR USE OF ANY FINANCIAL PRODUCTS OR SERVICES CAN CAUSE FINANCIAL INJURY OR OTHER HARM, AND YOU ELECT TO DO SO ENTIRELY AT YOUR OWN RISK. NOTHING IN THIS AGREEMENT OR OTHERWISE WITH RESPECT TO YOUR PARTICIPATION IN THE SERVICE ESTABLISHES ANY RELATIONSHIP BETWEEN YOU AND ANY ADVISOR, OR ENTITLES YOU TO USE THE RESOURCES OF ANY ADVISOR BEYOND PARTICIPATION IN THE SERVICE.

NEVER DISREGARD PROFESSIONAL FINANCIAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN CONNECTION WITH THE SERVICE. NEVER CHANGE OR STOP THE COURSE OF ANY FINANCIAL PLAN OR OTHERWISE MAKE ANY DECISIONS OR TAKE ANY ACTIONS THAT MAY AFFECT YOUR FINANCIAL WELLBEING WITHOUT FIRST CONSULTING A QUALIFIED FINANCIAL PROFESSIONAL. ALWAYS CONSULT WITH A QUALIFIED FINANCIAL PROFESSIONAL IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR FINANCIAL CONDITION.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SERVICE, OR THE CONTENT OF ANY THIRD-PARTY WEBSITES OR SERVICE LINKED TO OR INTEGRATED WITH OUR SERVICE. WE DO NOT REPRESENT OR WARRANT THAT (1) YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (2) ANY ERRORS IN THE SERVICE WILL BE CORRECTED, (3) THE QUALITY OF THE SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS, (4) THE SERVICE WILL BE FREE OF ANY WORMS OR VIRUSES OR ANY CODE OF A MALICIOUS AND/OR DESTRUCTIVE NATURE, OR (5) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (2) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE

SERVICE OR CONSUMPTION OF ANY CONTENT; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (4) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SERVICE; (5) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SERVICE; (6) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SERVICE; OR (7) LOSS OR DAMAGED CAUSED BY ANOTHER USER'S VIOLATION OF THIS AGREEMENT.

### 3. USER ACCOUNT; ACCOUNT SECURITY

- 3.1. Account Registration; Profile Information.** You are required to create an account in order to use the Service (“**Account**”), which can be done by completing the registration process in the Service. You agree that all information provided by you is accurate, full, complete, and up to date at all times. You hereby grant Company and all other persons or entities involved in the operation of the Service the right to transmit, monitor, retrieve, store, and use your Account information and any other data you provide during the registration process (or as you may update from time to time), in connection with the operation of the Services (collectively, “**Profile Information**”). Any registration is solely for you and you may only use one single Account. You may not use the Accounts of others, or allow others to use your Account, and you are solely responsible for preventing such unauthorized use of your Account.
- 3.2. Consent to Receive Electronic Communications.** By creating an Account, you consent to receive electronic communications from Company (e.g., via email). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys, and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.
- 3.3. Account Security.** You acknowledge that you shall be held solely responsible and solely liable for anything that occurs in your Account and any activity resulting from your Account. You agree that we rely on the email and password protection format to confirm whether users accessing and using our Service are authorized to do so. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Account. It is your sole responsibility to (i) control the dissemination and use of user ID and password, and (ii) authorize, monitor, and control access to and use of your Account and password. You shall notify us immediately if you suspect or become aware that your Account is being used without authorization or of any other breach of security. We require a complex password (i.e., upper/lowercase, special characters, numbers, >8 characters), which should be kept secure at all times. You are also encouraged to change your password regularly.

If you wish to either change your user ID or password to log-in to your Account, or cancel and remove your Account, please send us an e-mail of your request to [info@knomee.com](mailto:info@knomee.com). Your Account will terminate within reasonable time following your request, and from that date of termination you will no longer be able to access your Account.

**3.4. *Company May Suspend Accounts.*** Company reserves the right to terminate, suspend, or restrict your access to any Account(s) if (i) we discover you have created multiple Accounts for the same user, or (ii) we suspect that the Account(s) have been or will be used for any illegal, fraudulent, or otherwise unauthorized purposes. Under no circumstances shall Company or other persons be responsible or liable for any direct, indirect, consequential, or other losses (including lost revenue, lost profits, lost business opportunities, loss of goodwill, or reputational harm), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s).

#### **4. USER CONTENT**

**4.1. *User Content.*** The Service may contain message boards, chatrooms, profiles, forums, direct messaging and other interactive features that allow users to post, upload, submit, publish, display, transmit, or otherwise make available to other users or other persons information, content or materials (collectively, "**User Content**") on or through the Service. **Ultimately you are solely in control of User Content that you share, submit or transmit to, through, or in connection with the Service.** For the avoidance of doubt, Profile Information may be deemed User Content to the extent you decide/consent to make it available to other users.

You acknowledge and agree that you are solely responsible for your User Content that you submit or transmit to, through, or in connection with the Service or that you publicly display or displayed in your Account profile, and you, not Company, assume all risks associated with your User Content, including anyone's reliance on its quality, accuracy, reliability, appropriateness, or any disclosure by you of information in your User Content that makes you or anyone else personally identifiable. Please consider carefully what you choose to share. All User Content must comply with this Agreement. You represent that you own or have the necessary rights, consents, and permissions to use and authorize the use of your User Content as described herein. You agree that User Content that you place or that you authorize us to place on the Service may be viewed by other members and may be viewed by any person visiting or participating in the Service. You may not imply that your User Content is in any way sponsored or endorsed by Company. You represent and warrant that your User Content does not violate this Agreement or the rights of any third-party. Any User Content you post on or through the Service will be considered non-confidential and non-proprietary. Finally, you irrevocably waive, and cause to be waived, against Company and its users any claims and assertions of moral right or attribution with respect to your User Content. We are not and shall not be under any obligation, except as otherwise expressly set forth in this Agreement or our other policies (i) to maintain your User Content in confidence, (ii) to pay you any compensation for your User Content or otherwise credit you for your User Content, (iii) to display or accept your User Content,

(iv) to respond to your User Content, or (v) to exercise any of the rights granted herein with respect to your User Content.

You agree that Company shall not be responsible or liable to any third party for any User Content posted by you or any other user of the Service. Company cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the Service. You further agree that Company shall not be responsible for any loss or damage incurred as the result of any interactions between you and other users. Your interactions with other users are solely between you and such users. If there is a dispute between you and any other user, we are under no obligation to become involved.

**4.2. *User Content License.*** You hereby grant to Company an irrevocable, non-exclusive, royalty-free and fully paid, transferable, assignable, perpetual, and 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, in connection with the Service and Company's business including, without limitation, for promoting and redistributing part or all of the Service in any media formats and through any media channels. By "use" in the preceding sentence we mean use, make, have made, sell, offer for sale, import, practice, copy, publicly perform, and display, reproduce, perform, distribute, modify, translate, remove, analyze, commercialize (e.g., Company may receive remuneration as a result of connections generated between Advisors and Participants), and prepare derivative works of your User Content for any purpose. Please note that you also irrevocably grant the users of the Service the right to access your User Content in connection with their use of the Service.

**4.3. *User Content Standards.*** You agree not to send, knowingly receive, upload, transmit, display, or distribute any User Content that does not comply with the following standards ("**Content Standards**"). User Content must not:

- (i) Violate Laws or Obligations. Violate any applicable laws or regulations (including intellectual property laws and right of privacy or publicity laws), or any contractual or fiduciary obligations.
- (ii) Promote Illegal Activity or Harm to Others. Promote any illegal activity; advocate, promote, or assist any unlawful act; or create any risk of any harm, loss, or damage to any person or property.
- (iii) Infringe Intellectual Property Rights. Infringe any copyright, trademark, patent, trade secret, moral right, or other intellectual property rights of any other person.
- (iv) Defamatory, Abusive, or Otherwise Objectionable Material. Contain any information or material that we deem to be unlawful, defamatory, libelous, invasive of another's privacy or publicity rights, abusive, threatening, harassing, bullying, harmful, violent, hateful, obscene, vulgar, profane, indecent, offensive, inflammatory, humiliating to other people (publicly or otherwise), or otherwise objectionable. This includes any information or material that we deem to cause annoyance, inconvenience, or needless anxiety, or be likely to upset, embarrass, alarm, or annoy another person.



- (v) Promotion of Sexually Explicit Material or Discrimination. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, socio-economic status, political views, or age.
- (vi) Fraudulent Information or Impersonation. Contain any information or material that is false, intentionally misleading, or otherwise likely to deceive any person including, without limitation, impersonating any person, or misrepresenting your identity or affiliation with any person or organization.
- (vii) Detrimental to Company. Contain any information or material which may bring Company under ridicule, contempt, scandal, public disrepute, which shock, insult, or offend the people of this nation or any class or group thereof, reflect unfavorably upon Company, or which in the reasonable judgment of Company is or may be detrimental to Company.

**4.4. Monitoring and Enforcement.** We reserve the right at all times, but are not obligated, to:

- (i) take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including, without limitation, if we believe that such User Content violates the Content Standards or any other provision in this Agreement, or creates liability for the Company or any other person. Such action may include reporting you to law enforcement authorities.
- (ii) remove or reject any User Content for any or no reason in our sole discretion.
- (iii) disclose any User Content, your identity, or electronic communication of any kind to satisfy any law, regulation, or government request, or to protect the rights or property of the Company or any other person.
- (iv) Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of this Agreement.

We do not review User Content before it is posted or transmitted on or through the Service, and therefore cannot ensure prompt removal of questionable User Content. Accordingly, Company and its affiliates, and their respective officers, directors, employees, contractors, or agents, assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Company shall have no liability or responsibility to anyone for performance or non-performance of the activities described in this Section.

**4.5. Statistical Information.** We may derive and compile, either manually or automatically, anonymized and aggregated data related to the performance, operation, and use of the Service (“**Statistical Information**”) including by you, and use such Statistical Information for our business purposes, including for operations management, for research and development, and for sharing with relevant parties. We own the rights in and to such Statistical Information. In certain instances Company may seek your consent/opt-in prior to sharing certain Statistical Information as part of a monetized market intelligence service.

## **5. USE RESTRICTIONS**

There is certain conduct which is strictly prohibited when using the Service. Except as expressly permitted in this Agreement, you (i) may not make available or use the Service for the benefit of any third party, including, but not limited to, as a service bureau; (ii) may not

sell, resell, license, sublicense, transfer, distribute, make available, rent or lease the Service, or exploit the Service for any commercial purposes; (iii) may not use the Service to store or transmit any illegal, immoral, unlawful, and/or unauthorized materials or interfere with or violate a third party's rights to privacy and other rights, or harvest or collect personally identifiable information about third parties without their express consent; (iv) may not use the Service to transmit or otherwise make available any malicious code, including any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program; (v) may not interfere with or disrupt the integrity, performance, or operation of the Service or any part thereof; (vi) may not attempt to gain unauthorized access or bypass any measures imposed to prevent or restrict access to the Service; (vii) may not use or take any direct or indirect action that imposes or circumvents any usage limits; (viii) may not copy (except for making a reasonable number of copies for backup or archival purposes), modify, distribute, create derivative works, translate, port, reverse engineer, decompile, or disassemble any portion of the Service, or any material that is subject to our proprietary rights or use any of the foregoing to create any software or service similar to the Service; (ix) may not use any information or materials of any user or other third party appearing on or through the Service, without our prior written consent; (x) may not misrepresent or impersonate any person or provide inaccurate Account information; (xi) use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents; or (xii) access or use the Service for the purpose of creating a product or service that is competitive with any of our products or Service. Any breach of this Agreement by you, as shall be determined in our sole discretion, may result in the immediate suspension or termination of your Account.

## **6. INTELLECTUAL PROPERTY RIGHTS**

### **6.1. *Intellectual Property Ownership.***

- (i) All elements of the Service (including, for example, text, designs, graphics, logos, icons, images, audio clips, downloads, interfaces, Information, code and software, and the selection and manner of compilation and presentation) (collectively, the "**Content**"), is owned by Company, our content providers, or our licensors (as applicable), and may be protected by copyright, trademark, and other applicable laws. Company, our content providers, or our licensors (as applicable) retain full and complete title to and reserve all rights in the Content on the Service, including all associated intellectual property rights. Company neither warrants nor represents that your use of Content on the Service will not infringe rights of third parties.
- (ii) You may access the Service only for your permitted use under this Agreement, and you may not modify or delete any copyright, trademark, or other proprietary notice relating to any Content you access. Your access to and use of the Service does not grant you any license or right to use any trademark, logo, or service mark displayed on the Service. You agree not to display or use in any manner the Company marks without Company's advance written permission.
- (iii) All software used in connection with the Service is the property of Company or our licensors and protected by United States and international copyright laws, and subject to separate license terms, in which case those license terms will govern such software. You agree not to reproduce, duplicate, copy, sell, resell, or exploit

any portion of the Service, use of the Service or access to the Service, or any contact on the Service through which the Service is provided, without express written permission by us.

- (iv) All rights not expressly granted herein are reserved by Company, our affiliates, and licensors. You agree to abide by all additional restrictions displayed on the Service, and as they may be updated from time to time.

**6.2. Feedback.** By sending us any feedback, comments, questions, ideas, proposals, or suggestions concerning Company or the Service whether online, by email, by postal mail, or otherwise (collectively, “**Feedback**”), you represent and warrant (i) that you have the right to disclose the Feedback, (ii) that the Feedback does not violate the rights of any other person or entity, including, but not limited to, intellectual property rights, such as infringing a copyright, trademark, or patent; violating a right of privacy, attribution or withdrawal; or otherwise misappropriating a trade secret, and (iii) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (a) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (b) acknowledge that we may have something similar to the Feedback already under consideration or in development, and (c) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license, under all intellectual property rights, to use, make, have made, incorporate into the Service, modify, copy, display, perform, distribute, prepare derivative works, publish, distribute, and sublicense the Feedback, without any credit or compensation to you. This Feedback section shall survive any termination of your Account or any aspect of the Service.

## **7. THIRD PARTY SERVICES AND WEBSITES**

Certain information, content, products, and services available via the Service may include materials from third-parties or provide you with access to third-party tools, products, and resources over which we neither monitor nor have any control nor input. Further, third-party links on the Service may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of any third-party materials or websites, or for any other materials, products, or services of third parties. The views expressed in third-party materials, websites, resources, products, or services are those of such third-party, and do not necessarily reflect our views.

You acknowledge and agree that we provide access to such materials, products, websites, tools, and resources “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We do not warrant and will not have any liability or responsibility arising from or relating to third-party materials, websites, tools, products, and resources. Any use by you of third-party materials, tools, products, services, and resources offered through the Service is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which such items are provided by the relevant third-party provider(s).

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. You may not use third-party content without that

third-party's permission, or as otherwise allowed by law. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the applicable third-party.

## 8. TERMINATION

This Agreement is effective unless and until terminated by either you or us. You may terminate this Agreement at any time by notifying us that you no longer wish to use the Service, or when you cease using our Service, and delete your Account. Deleting your Account can only be done by sending an email directly at [info@knomee.com](mailto:info@knomee.com) with a specific request which will require us to authenticate the request. Thereafter you shall not be able to use the Service until you renew your registration to the Service. Canceling your Account may cause the loss of certain information you provided us and/or the capacity of your Account. We do not accept any liability for such loss.

Termination of your Account shall not relieve you of your obligations to pay amounts accrued or owing, nor affect any legal rights or obligations which may have arisen under the Agreement prior to or at the date of termination. We may terminate, limit, or suspend your use of the Service (or any part thereof) or your Account, if (1) you fail, or we suspect that you have failed, to comply with any term or provision of this Agreement, or (2) for any other reason, with or without cause, in our sole discretion. Such termination shall be effective immediately, and may result in the destruction of all information and data associated with your use of the Service.

Upon termination of your Account: (1) all rights granted to you hereunder will automatically terminate, and (2) you must immediately cease all use of the Service. Even after your right to use the Service is terminated, the obligations and liabilities of the parties incurred prior to the termination date shall survive the termination and this Agreement will remain enforceable against you.

## 9. PAYMENT

**9.1. Fees; Billing.** Company offers certain enhanced features of the Service which you can purchase as a monthly or yearly subscription ("**Subscription**") and/or as one-time purchases ("**One-Time Purchase**"). Such Subscriptions and One-Time Purchases are hereinafter referred to collectively as the "**Products**". A description of features associated with Subscriptions and One-Time Purchases is available via the Service. Failure to pay the Subscription when due will result in removal of your access to the applicable enhanced features of the Service. Invoices will be sent from Company to the email address you have on file. Unless otherwise set forth in the applicable invoice or on the Service, all fees for Products are due and payable to Company within fourteen (14) calendar days of receipt of Company's invoice.

**9.2. Payment Processors.** Company uses third-party providers (i.e., Stripe) to securely store your payment card information and process your payments ("**Payment Processors**"). When you purchase Products or otherwise make an order through the Service (a "**Transaction**"), our Payment Processors may ask you to supply additional information relevant to your Transaction, such as your credit card number, the expiration date of your credit card, and your address(es) for billing (such information, "**Payment Information**"). You will provide all Payment Information directly to our Payment Processors. You represent and warrant that you have the legal right to use all payment method(s)

represented by any such Payment Information. The amounts due and payable by you for a Transaction will be presented to you before you place your order. If you choose to initiate a Transaction via the Service, you agree (i) to pay the applicable fees and any taxes; (ii) that our Payment Processors may charge your credit card, for verification, pre-authorization and payment purposes; and (iii) to bear any additional charges that your bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your order. You'll receive a confirmation email after we confirm the payment for your order. Your order is not binding on Company until accepted and confirmed by Company. All payments made are non-refundable and non-transferable except as expressly provided in this Agreement.

- 9.3. *Transaction Cancellation; Verification.*** Company reserves the right to not process or to cancel your Transaction in certain circumstances, for example, if your credit card is declined, if we suspect the request or Transaction is fraudulent, or in other circumstances Company deems appropriate in its sole discretion. Company also reserves the right, in its sole discretion, to take steps to verify your identity in connection with your Transaction. You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). Company will either not charge you or refund the charges for Transactions that we do not process or cancel.
- 9.4. *Fee Disputes.*** If you have any concerns or objections regarding charges, you agree to raise them with us first and you agree not to cancel or reject any credit card or third-party payment processing charges unless you have made a reasonable attempt at resolving the matter directly with Company.
- 9.5. *Chargebacks.*** We may institute a chargeback policy as we deem appropriate in the event that you or your bank does not honor a payment obligation or if our Payment Processors question our ability to collect funds from you. As part of such chargeback policy, we may in our sole discretion suspend, terminate, or otherwise limit your ability to use the Service or otherwise take any action we or our Payment Processors deem necessary.
- 9.6. *Changes to Price Terms for Products.*** Company reserves the right to change its pricing terms for Products at any time, in which case Company will notify you in advance of such changes becoming effective. Changes to the pricing terms will not apply retroactively and will only apply for Subscription renewals after such changed pricing terms have been communicated to you and/or the general public. If you do not agree with the changes to Company's pricing, you may choose not to renew your Subscription in accordance with the section "*How to Cancel Your Subscription.*"
- 9.7. *How to Cancel Your Subscription.*** All amounts are payable and charged at the beginning of the Subscription and, because each such Subscription renews automatically for an additional period equal in length to the expiring Subscription term until you cancel it, at the time of each renewal until you cancel, using the Payment Information you have provided. You must cancel your monthly or yearly Subscription before it renews to avoid the billing of the fees for the next Subscription period. You will not receive a refund for the fees you already paid for your current Subscription period and you will continue to receive the Service ordered until the end of your current Subscription period.

**9.8. Future Functionality.** You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features.

**9.9. Fee Avoidance.** Any action by an Advisor or Participant to avoid paying fees is considered fee avoidance and it is strictly prohibited. You agree that, during the period in which you have an Account and for three (3) months thereafter, you will not, and will not permit your affiliates to, without the prior written consent of Company, directly or indirectly solicit, induce, encourage or otherwise knowingly cause (or attempt to do any of the foregoing) any person or entity, holding an Account on the Service as of the date of the relevant act prohibited by this Section 9.9 or during the one (1) year period preceding such date, to divert business from the Service in order to avoid paying fees. Activity that is in breach of this paragraph could result in a range of actions including, without limitation, buying and selling restrictions, Account suspension or termination, application of fees, and recovery of expenses for fee avoidance policy monitoring and enforcement. If you receive an offer from an Advisor or Participant (as applicable) to transact outside of the Service, please contact us directly. In the event you are suspected of fee avoidance in violation of this paragraph, Company will use commercially reasonable efforts to provide you with notice of any action to be taken hereunder, and, in Company's sole discretion, an opportunity to remedy such violation. If you believe such action hereunder has been made in error, and that you have not violated this paragraph, please contact us directly.

## **10. INDEMNIFICATION**

**10.1. Indemnification.** You agree to indemnify, defend, and hold Company and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from and against any and all losses, claims, damages, judgments, demands, actions, proceedings, investigations (whether formal or informal), or expenses (including reasonable attorneys' fees), or threats thereof, due to, arising out of or relating to (i) your breach of this Agreement or the documents incorporated herein by reference or hyperlink, (ii) your violation of (a) any law or regulation, or (b) the rights of a third-party, or (iii) your use of the Service.

**10.2. Indemnification Procedures.** In the event of such a claim, suit, or action, we will attempt to provide you notice of the claim, suit, or action at the contact information we have for your Account on file (provided, that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder). Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, this Agreement, or your access to the Service, including the purchase or use of any benefits through the Service.

## **11. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS, CONTRACTORS, REPRESENTATIVES, INTERNS, SUPPLIERS, SERVICE PROVIDERS, APP PROVIDERS, OR LICENSORS BE RESPONSIBLE FOR ANY LOSS

INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUES, OR FINANCIAL LOSSES, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR THE SERVICE, OR FOR ANY DAMAGES RELATED TO THE LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE MAXIMUM TOTAL LIABILITY OF COMPANY AND ITS AFFILIATES, FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ACCESS TO AND USE OF THE SERVICE, EXCEED THE LESSER OF (1) \$100 OR (2) TO THE TOTAL AMOUNT YOU PAID TO COMPANY IN FEES OVER THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties and limitations of liability provided in this Section. If you are in such a jurisdiction, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted by applicable law.

## **12. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”)**

Company respects the intellectual property rights of others. It is our policy to respond promptly to any claim that Content infringes the copyright or other intellectual property rights of any person. Company will use reasonable efforts to investigate notices of alleged infringement and will take appropriate action in accordance with the DMCA and this Agreement. If you believe that your copyrighted work is infringed by Content, please provide a written DMCA notice to Company at: [info@knomee.com](mailto:info@knomee.com)

**12.1. *The DMCA Process and Procedure.*** The DMCA provides a process for a copyright owner to give notification to an online service provider concerning alleged copyright infringement. When an effective DMCA notification is received, the online service provider responds under this process by taking down the offending content. On taking down content under the DMCA, we will take reasonable steps to contact the user responsible for posting the removed content so that a counter-notification may be filed if applicable. On receiving a valid counter-notification, we generally restore the content in question, unless we receive notice from the DMCA notice provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity. Our Privacy Policy does not protect any information contained in any DMCA take-down notice or counter-notification. If you have any questions about your rights, copyright infringement or the notification and counter-notification process under the DMCA, we recommend that you speak with an attorney.

**12.2. *Filing a DMCA “Take Down” Notification.*** If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a take-down notification (“**Take-Down Notification**”) pursuant to the DMCA by providing us with the following information in writing (see 17 U.S.C. § 512 for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works in the Service;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; **\*\*Providing URLs or other similar specific location markers in the body of your DMCA notification is the best way to help us locate content quickly\*\***
- (iv) Information reasonably sufficient to permit us to contact you (the complaining party), such as an address, telephone number, and electronic mail address at which you (the complaining party) may be contacted;
- (v) A statement that you (the complaining party) have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you (the complaining party) are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (vii) **\*\***(Optional) Provide information, if possible, sufficient to permit us to notify the user(s) who posted the content that allegedly contains infringing material.

*Any person who knowingly materially misrepresents that content or an activity is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us and possibly others for any damages, including costs and attorneys' fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it.*

**12.3. Responding to a DMCA Notice with a Counter-Notification.** We will take reasonable steps to promptly inform you if your content has been taken down upon receipt of an effective Take-Down Notification. If you believe that the content that was removed or to which access was disabled is not infringing, or that you have the authorization from the copyright owner or the copyright owner's agent or pursuant to the law, to use the material, you may send us a counter notification ("**Counter Notification**") containing the following information:

- (i) Your physical or electronic signature;
- (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- (iii) A statement that you have a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
- (iv) Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the U.S. district court in the state in which you reside (or the U.S. district court where our headquarters are located if your address is outside of the United States), and a statement that you will accept service of process from the person who provided notification of the alleged infringement to us.



You have ten (10) business days after receipt of a Take-Down Notification to send us an effective Counter Notification or the allegedly infringing material may not be restored.

*Any person who knowingly materially misrepresents that material or activity is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us for any damages, including costs and attorneys' fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it.*

**12.4. *Where to Send a DMCA Request.*** You must submit your DMCA Take-Down Notification and Counter Notifications to us by email.

<aside> ✉ Email Address: info@knomee.com Subject/Heading of Email: DMCA Take Down Notification </aside>

**12.5. *DMCA Notices Must Comply with These Requirements.*** Official DMCA Notices must provide all the information described above in order to be effective. If your DMCA Notice is ineffective, we may ignore it and have no obligation to remove the allegedly infringing content.

**12.6. *Company has the Right to Remove Allegedly Infringing Content.*** Company reserves the right to remove any content that allegedly infringes another person's copyright or trademark rights, thereby restricting access to or visibility of the content on the Service and restricting the owner's ability to buy, sell, access, or view the content on the Service. All transactions involving the Service are conducted with the knowledge and assumption of the risk that the content may subsequently be removed from the Service because of a DMCA dispute or a user's violation of this Agreement. Company shall not be liable to a user of content that was subsequently taken down by Company pursuant to a valid Take-Down Notification or a determination of a user's violation of this Agreement.

### **13. DISPUTE RESOLUTION**

**13.1. *Mandatory Arbitration of Disputes.*** We each agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof or the use of the Service (collectively, "**Disputes**") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Company agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement, and that you and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.

**13.2. *Exceptions.*** As limited exceptions to Section 13.1. above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our respective intellectual property rights.

**13.3. *Conducting Arbitration and Arbitration Rules.*** The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this Agreement. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the

other Party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).

**13.4. *Arbitration Costs.*** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and each Party shall bear its own costs and expenses of arbitration, including legal fees.

**13.5. *Injunctive and Declaratory Relief.*** Except as provided in Section 13.2. above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either Party and 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 that Party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The Parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

**13.6. *Class Action Waiver.*** YOU AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the Parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

## **14. COMMUNICATIONS**

Company may communicate with you using email, phone calls, chatbots and text messages, including autodialed or prerecorded calls and text messages, at any email address or telephone number that you provide us, to: (1) notify you regarding your Account; (2) provide customer support; (3) troubleshoot problems with your Account; (4) resolve a dispute; (5) collect a debt; (6) poll your opinions through surveys or questionnaires; or (7) as otherwise necessary to service your account or enforce this Agreement, our policies, applicable law, or any other agreement we may have with you.

To the extent offered by Company, if you would like to receive marketing via mobile texts and alerts, you may sign up to do so. By signing up, you provide your consent to receive recurring autodialed marketing texts or other mobile messages from or on behalf of us at the mobile number you've provided. You understand that consent is not a condition of purchase. Message and data rates may apply. If you would like to be removed from the Company marketing text list, you must reply STOP to any mobile message. If at any time you intend to stop using the mobile telephone number that has been used to subscribe to text messaging, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the user opt out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of this Agreement. You further agree that, if you discontinue the use of your mobile telephone number without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us, or any party

that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your Account or this Agreement.

**YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, ET SEQ., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.**

## **15. MISCELLANEOUS**

**15.1. *Entire Agreement.*** This Agreement, our Privacy Policy and any other policies or operating rules posted by us on the Service or in respect to the Service constitute the complete and exclusive agreement and understanding between you and us related to the Service, and supersedes any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Agreement). Any ambiguities in the interpretation of this Agreement shall not be construed against the drafting party.

### **15.2. *Changes to the App; Changes to this Agreement.***

- (i) Company may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Additionally, Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

Based on your mobile device settings, when your mobile device is connected to the internet either: (a) the App will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. In such event that your mobile device does not automatically download and install all available Updates, you agree to promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You give us permission to download and install Updates to the App on your device. This permission can be revoked at any time by deleting the App from your device.

- (ii) We reserve the right, at our sole discretion, to update, change, modify, or replace any part of this Agreement by posting updates and changes on the Service. We may elect to notify you of such changes by mail, email, posting of a modified Agreement, or some other similar manner. However, it is your responsibility to check the Service regularly for changes to this Agreement. Your continued use of

or access of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes.

**15.3. *Errors, Inaccuracies and Omissions.*** Occasionally there may be information on the Service that contains typographical errors, inaccuracies, or omissions that may relate to the Service' descriptions, information, materials, pricing, promotions, and offers. We reserve the right, without prior notice, to (i) correct any errors, inaccuracies, or omissions, and (ii) change or update information or cancel orders, if any information in the Service or on any related website is inaccurate at any time (including after you have submitted an order).

We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

**15.4. *User is Responsible for Equipment and Software to Connect to the Service.*** You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

**15.5. *Governing Law.*** This Agreement and all disputes arising out of or relating to the Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware in the United States, without regard to its conflict of laws principles. The Parties acknowledge and agree that any and all disputes will be resolved exclusively in a venue with appropriate jurisdiction in the State of Delaware.

**15.6. *Severability.*** In the event that any provision of this Agreement is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

**15.7. *Waiver.*** No delay or omission by us in exercising any rights or remedies thereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise or any right or remedy by us. No waiver by us shall be valid unless in writing signed by us.

**15.8. *Survival.*** Upon termination, all provisions of this Agreement, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

**15.9. *Assignment.*** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

**15.10. *Headings.*** The headings used in the Agreement are included for convenience only and will not limit or otherwise affect this Agreement.

**16. CONTACT US.**

Comments, questions, and concerns about this Agreement should be sent to us at [info@knomee.com](mailto:info@knomee.com)