

## **Well Connected Individual Access Terms and Conditions**

By ACCESSING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS & CONDITIONS, THEN DO NOT USE OR ACCESS THE SERVICES.

1. **Definitions.** “**Services**” means any website owned or operated by, and services and platform offered by, Well Connected, LLC, including its website located at [www.account.allco.app](http://www.account.allco.app) . The Services shall also include all content and information provided by the Services. When we say “**we**” or “**us**” or “**Provider**” we mean Well Connected, LLC. “**You**,” “**Your**,” or “**User**” means any person who accesses or uses the Services. When we say this “**Agreement**” we are referring to these Terms & Conditions, including the Privacy Policy and the other documents referred to herein.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

“**Agreement**” means these terms and conditions.

“**Confidential Information**” has the meaning set forth in Section 0.

“**Documentation**” means any manuals, instructions, or other documents or materials that the Provider provides or makes available to User in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“**Force Majeure Event**” has the meaning set forth in Section 0.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent User or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“**Losses**” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "Processing" and "Processed" have correlative meanings.

"Provider" has the meaning set forth in the preamble.

"Provider Materials" means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of User's access to or use of the Services, but do not include User Data.

"Provider Personnel" means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

"Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, agents, subcontractors, and legal advisors.

"Resultant Data" means data and information related to User's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Scheduled Downtime" has the meaning set forth in Section 5.

"Services" means the software-as-a-service platform offering known as Well Connected.

"Specifications" means the specifications for the Services located at allco.app .

"Subcontractor" has the meaning set forth in Section 2.6.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

"User" has the meaning set forth in the preamble.

"User Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt,

User Data does not include Resultant Data or any other information reflecting the access or use of the Services by User.

"User Failure" has the meaning set forth in Section 4.2.

"User Systems" means the User's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by User or through the use of third-party services.

## 2. Services.

2.1 Access and Use. Subject to and conditioned on User's compliance with the terms and conditions of this Agreement, Provider hereby grants User a personal, revocable, non-exclusive, non-transferable right to access and use the Services, solely for use by User in accordance with the terms and conditions herein. Provider has the exclusive right to control accessibility, hours of use, content, and features of the Services. Provider can restrict access to any or all portions of the Services, or remove any information or content from the Services at any time. Provider reserves the right, but shall not be obligated, to monitor use of the Services.

2.2 Documentation License. Provider hereby grants to User a personal, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for User's use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) Provider has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) User has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the User Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the User Systems or any other means controlled by User, including any: (i) information, instructions, or materials provided by any of them to the Services or Provider; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

Notwithstanding anything to the contrary in this Agreement, all Services, including all Processing of User Data by or on behalf of Provider shall be provided solely from within, and on computers, systems, networks, and other infrastructure located in the United States.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with Provider and the respective rights holders in the Third-Party Materials.

2.5 Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials at any time. Provider reserves the right to modify this Agreement at any time without notice to User. User agrees to review this Agreement periodically to ensure awareness of any modifications. User's continued access or use of the Services after modifications have become effective shall be deemed conclusive acceptance of the modified terms.

2.6 Subcontractors. Provider may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").

2.7 Suspension or Termination of Services. Provider may, directly or indirectly, suspend, terminate, or otherwise deny User's or any other Person's access to or use of all or any part of the Services or Provider Materials at any time, without incurring any resulting obligation or liability. This Section 2.7 does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. User shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, User shall not, except as this Agreement expressly permits:

(a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;

(d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by through the use of his or her own then valid Access Credentials;

(e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part;

(g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage;

(j) input, upload, any transmit, or otherwise provide to or through the Services or Provider Systems, any information, data, or materials that are unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, that may be invasive of a Person's privacy, hateful, racially, sexually, ethnically or otherwise objectionable;

(k) use the Services (i) in an offensive manner towards any Person, (ii) for political purposes, (iii) to harm or exploit minors in any way, (iv) to post, submit or transmit unlawful, harmful,

tortuous, defamatory, profane, libelous, hateful or otherwise offensive material, (v) in a racially, ethnically or otherwise impermissibly discriminating manner, (vi) to post or reference obscene, pornographic, indecent or illegal materials, or (vii) to discuss, incite or otherwise solicit illegal activity;

(l) input, upload, any transmit, or otherwise provide to or through the Services or Provider Systems, any information, data, or materials that you do not have a right to upload under law or under contractual or fiduciary relationships or that exceeds your contractual or other legal authority;

(m) input, upload, any transmit, or otherwise provide to or through the Services or Provider Systems, any information, data, or materials that any unsolicited advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, contests, surveys, or any other form of solicitation, commercial or non-commercial; or

(n) otherwise access or use the Services or Provider Materials beyond the scope of the authorization granted under this Section 3.1.

#### 4. User Obligations.

4.1 User Systems and Cooperation. User shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all User Systems on or through which the Services are accessed or used; and (b) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement.

4.2 Effect of User Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by User's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "User Failure").

4.3 Corrective Action and Notice. If User becomes aware of any actual or threatened activity prohibited by Section 3.1, User shall immediately: (a) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects; and (b) notify Provider of any such actual or threatened activity.

5. Scheduled Downtime. Provider will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 9 p.m. and 9 a.m., Eastern Standard Time ("Scheduled Downtime").

6. Data Backup. THE PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF USER DATA.

#### 7. Security.

7.1 Information Privacy and Security. Provider will employ industry standard cyber-security measures. Provider's data privacy policy ("Privacy Policy") can be located at [www.wellconnectdny.com/privacypolicy](http://www.wellconnectdny.com/privacypolicy) and may be amended from time to time in Provider's sole discretion. The Services are hosted on a third party server that is maintained by Provider.

7.2 Data Breach Procedures. Provider maintains an industry standard data breach plan and shall implement the procedures required under such data breach plan on the occurrence of a data breach.

7.3 User Control and Responsibility. User has and will retain sole responsibility for: (a) all User Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of User in connection with the Services; (c) User's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by

User or through the use of third-party services ("User Systems"); (d) the security and use of User's Access Credentials; and (e) all access to and use of the Services and Provider Materials directly or indirectly by or through the User Systems or its Access Credentials, with or without User's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

7.4 Access and Security. User shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of User Data, including the uploading or other provision of User Data for Processing by the Services.

8. Fees and Payment. There shall be fee or payment required to use the Services.

9. Confidentiality. From time to time, Provider and User may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five (5) years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Intellectual Property Rights.

10.1 Provider Materials. All right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein, are and will remain with Provider and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. User has no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. All other rights in and to the Provider Materials are expressly reserved by Provider. In furtherance of the foregoing, User hereby unconditionally and irrevocably grants to Provider an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 User Data. As between User and Provider, User is and will remain the sole and exclusive owner of all right, title, and interest in and to all User Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use User Data. User hereby irrevocably grants all such rights and permissions in or relating to User Data as are necessary or useful to Provider, its Subcontractors, and the Provider Personnel to enforce this Agreement and exercise Provider's, its Subcontractors', and the Provider Personnel's rights and perform

Provider's, its Subcontractors', and the Provider Personnel's obligations hereunder in accordance with the terms of the Privacy Policy.

11. Representations and Warranties.

11.1 User Representations and Warranties. User represents, warrants, and covenants to Provider that: (a) User owns or otherwise has and will have the necessary rights and consents in and relating to the User Data so that, as received by Provider and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law; (b) User is at least eighteen (18) years of age; (c) User has the legal ability and authority to enter into this Agreement with Provider; and (d) the information User has provided to Provider in your registration for the Services is accurate and complete. If any information User has provided to Provider becomes inaccurate, incomplete or otherwise false or misleading, User will immediately notify Provider.

11.2 DISCLAIMER OF WARRANTIES. YOU ACCESS AND USE THE SERVICES AT YOUR OWN RISK. ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. NEITHER PROVIDER NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY, OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN USER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

11.3 Other Provider Disclaimers. The content and information provided through the Services is for informational purposes only and is not intended as medical, financial, or legal advice. Use of the Services does not guarantee any results and results may vary. ALTHOUGH PROVIDER SHALL TRY TO PROVIDE ACCURATE INFORMATION, PROVIDER DOES NOT GUARANTEE OR EXPRESSLY OR IMPLIEDLY WARRANT THE RELIABILITY, ACCURACY, TIMELINESS, OR COMPLETENESS OF THE INFORMATION AVAILABLE THROUGH ACCESSING THE SERVICES. NEITHER PROVIDER NOR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, OR ASSIGNS WARRANTS THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION PROVIDED THROUGH THE SERVICES AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS AND OMISSIONS IN THE INFORMATION. The Services are based in the United States. Access to the Services may not be legal by certain persons or in certain countries. If User accesses the Services from outside the United States, User does so at its own risk and is solely responsible for compliance with the laws of User's jurisdiction.

12. Indemnification.

12.1 User Indemnification. User understands and agrees that he or she is personally responsible for his or her behavior while accessing or using the Services. User agrees to indemnify, defend, and hold harmless Provider, its directors, officers, employees, agents, and assigns from and against all losses, expenses, damages, costs (including, but not limited to, direct, incidental, consequential, exemplary, punitive, and direct damages), reasonable attorneys' fees, resulting from or arising out of the User's use or misuse of the Services or any violation by the User of this Agreement. NOTWITHSTANDING THE FOREGOING, PROVIDER RESERVES THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM SUBJECT TO USER'S INDEMNIFICATION OBLIGATION.

12.2 Sole Remedy. THIS SECTION 12 SETS FORTH USER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL PROVIDER OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, OR ASSIGNS BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THIS SITE OR SERVICES, ANY COMPATIBILITY BETWEEN THE SERVICES AND THE USER'S FILES, AND THE USER'S BROWSER OR OTHER SITE ACCESSING THE SERVICES. THE PROVISIONS IN THIS SECTION 13 ARE APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF PROVIDER, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF, USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. USER AGREES THAT PROVIDER IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THE SERVICES.

13.2 USER AGREES NOT TO SEEK TO HOLD PROVIDER OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS, OR THIRD-PARTY CONTENT PROVIDERS LIABLE FOR: (A) ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS; (B) ANY DAMAGE TO EQUIPMENT, HARDWARE, OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SERVICES.

13.3 USER'S SOLE AND EXCLUSIVE REMEDY. USER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE DAMAGES SET FORTH IN THIS SECTION 13 IS TO DISCONTINUE YOUR ACCESS TO AND USE OF THE SERVICES.

13.4 CAP ON MONETARY LIABILITY. NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PROVIDER AND ITS AFFILIATES FOR ANY REASON, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED \$50.00 US DOLLARS, REGARDLESS OF WHETHER THE FOREGOING REMEDIES SET FORTH IN THIS SECTION 13 SHOULD FAIL OF THEIR ESSENTIAL PURPOSE. USER UNDERSTANDS THAT THIS PROVISION IS A MATERIAL TERM OF THIS AGREEMENT, WITHOUT WHICH PROVIDER WOULD NOT PROVIDE ACCESS TO THE SERVICES.

13.5 Provider's Remedies. Upon User's breach of this Agreement, Provider may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages as well as injunctive relief. Provider's remedies are cumulative and not exclusive. Failure of Provider to exercise any remedy



or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter.

14. Termination.

14.1 Termination. In addition to any other express termination right set forth elsewhere in this Agreement, either Provider or User may terminate this Agreement at its discretion. In addition to Provider's other rights, Provider may terminate access to the Services if User breaches this Agreement in any way or engages in conduct that Provider deems inappropriate or harmful.

14.2 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) in accordance with the Privacy Policy, Provider shall immediately cease all use of any User Data or User's Confidential Information and permanently erase all User Data and User's Confidential Information from all systems Provider directly or indirectly controls, provided that, for clarity, Provider's obligations under this Section 14.2 do not apply to any Resultant Data or User Data that is publicly available information;

(c) User shall immediately cease all use of any Services or Provider Materials and permanently erase all Provider Materials and Provider's Confidential Information from all systems User directly or indirectly controls;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) Provider may retain User Data; and (iii) User may retain Provider Materials, in its backups, archives, and disaster recovery systems until such User Data is deleted in the ordinary course. All information and materials described in this Section 14.2(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement; and

(e) Provider may disable all User access to the Provider Materials and the Services.

14.3 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 9, Section 11.2, Section 11.3, Section 12, Section 13, Section 14.2, this Section 14.3, and Section 15.

15. Miscellaneous.

15.1 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.2 Notices. Any notices to Provider must be sent to Provider's corporate headquarters address available at [URL] and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by Provider. Notwithstanding the foregoing, User hereby consents to receiving electronic communications from Provider. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. User agrees that any notices, agreements, disclosures, or

other communications that Provider sends electronically will satisfy any legal communication requirements, including that such communications be in writing.

15.3 Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by Provider with respect to a breach of this Agreement by User or others does not constitute a waiver and will not limit Provider's rights with respect to such breach or any subsequent breaches. This Agreement is personal to User and may not be assigned or transferred for any reason whatsoever without Provider's prior written consent and any action or conduct in violation of the foregoing will be void and without effect. Provider expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

15.4 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of New York in each case located in the City of Buffalo and County of Erie, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

15.5 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.