



TERMS OF USE

Effective Date: July 29th, 2022

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE DASHBOARD AND ANY CONTENT MADE AVAILABLE THROUGH THE DASHBOARD.

THESE TERMS REQUIRE YOU TO ARBITRATE ANY DISPUTES YOU HAVE WITH US AND YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION FORMAT.

Introduction

Welcome! You have arrived at a service that is provided by Arakelian Enterprises, Inc., d/b/a Athens Services (“**Company**” or “**we**,” “**our**” or “**us**”). These Terms of Use (“**Terms**”) govern use of our SB 1383 Dashboard by you and any governmental authority, entity or corporation that you may work for or with and that you are accessing on their behalf (collectively, “**you**”), and also applies to your use of all data, features, applications, content, downloads and other services that we make available through the SB 1383 Dashboard and/or that post a link to these Terms (collectively, referred to herein as the “**Dashboard**”).

If You Want to Use This Dashboard,

then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations. Each time you access and/or use the Dashboard (other than to simply read these Terms), you agree to be bound by and comply with these Terms and any Additional Terms (defined below) then posted. *Therefore, do not use the Dashboard if you do not agree.*

The business realities associated with operating the Dashboard are such that, without the conditions that are set forth in these Terms – such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and arbitration of certain disputes – Company would not make the Dashboard available to you.

In some instances, both these Terms and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Dashboard or to a service or product offered via the Dashboard (in each such instance, and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

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It is important that you read and understand these entire Terms before using the Dashboard.

1. [Dashboard Content, Ownership, Limited License and Rights](#)

The Content available on the Dashboard is considered the confidential, trade secret, or proprietary information of Company and we only grant you a limited, revocable license to use the Dashboard for your own non-commercial, internal business use subject to rules and limitations.

2. [Dashboard and Content Use Restrictions](#)

Your use is subject to our rules.

3. [Feedback You Submit](#)

You grant us a broad license, which we may sublicense, to the content or feedback you submit, which you represent you have the right to allow us to use.

4. [Accounts](#)

You may have the opportunity to open, revise and close your accounts, subject to certain rules.

5. [Notices and Questions](#)

You agree that we may provide you notices, including notices of new terms and conditions, by posting notice on the home page of the Dashboard or by other reasonable means, such as to the email you provided.

6. [Dispute Resolution](#)

You agree to arbitrate disputes, subject to applicable law, and waive jury trial and class actions.

7. [Disclaimer of Representations and Warranties](#)

We disclaim most warranties and provide the Dashboard “As Is”.

8. [Limitations of our Liability](#)

Our liability is greatly limited.

9. [Waiver of Injunctive or Other Equitable Relief](#)

You waive equitable or injunctive relief.

10. [Updates to Terms](#)

These Terms and Additional Terms posted on the Dashboard at each time of use apply to that use, and the Terms may be prospectively updated as our Dashboard evolves. Posting of new terms on the Dashboard is notice to you thereof.

11. [General Provisions](#)

You agree to various other terms and conditions.



Full Details of Terms and Conditions

1. Dashboard Content, Ownership, Limited License and Rights

A. Content. The Dashboard contains a variety of: (i) materials and other items relating to Company, Company's services, and similar items from our licensors and other third parties, including all data, layout, resources, information, articles, posts, text, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Dashboard, and the compilation, assembly, and arrangement of the materials of the Dashboard and any and all copyrightable material (including source and object code); (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of Company (collectively, "**Trademarks**"); and (iii) other forms of intellectual property (all of the foregoing, collectively "**Content**").

B. Ownership. The Dashboard (including past, present and future versions) and the Content available thereon are owned or controlled by Company and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Dashboard is the property of Company or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, or other intellectual property and unfair competition rights and laws, and open records laws (including, but not limited to, California Public Records Act and the Federal of Information Act), to the fullest extent possible. Company owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Dashboard. You acknowledge that the license(s) granted under these Terms pursuant to Section 1(C) below do not provide you with title to or ownership of the Dashboard or Content, but only a right of limited use under the terms and conditions of these Terms. Except for the rights expressly granted herein, no other rights are granted to you with respect to the Dashboard and Content and all right, title and interest in the Dashboard and Content shall at all times remain the property of Company or Company's licensors. Company and its licensors reserve all rights not expressly granted in this Agreement. You acknowledge that the Content is confidential and proprietary and you agree not to disclose or otherwise make available any of the Content in any form to any third party without Company's prior written approval. You agree to safeguard the Content using the same degree of care which you protect the confidentiality of your own confidential information, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, you will ensure that the Content is only accessed by the minimum number of employees who have a need to access it to enable it to perform their obligations and who are bound in writing by obligations of confidentiality sufficient to protect the Content in accordance with the terms hereof. You agree to use the Content only as necessary to exercise your limited rights under these Terms and in a manner which preserves the confidentiality of the Content. To the extent Content is requested pursuant to any open records laws, you shall immediately notify Company of any third party request to review or copy such material, at which time, Company shall have an opportunity to ensure such information is protected from disclosure, through redactions or if you determine that such information must be disclosed under such laws, you shall provide three (3) days' notice to Company in which event Company may seek a court order enjoining that release.

C. Limited License. Subject to your strict compliance with these Terms and the Additional Terms, Company grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download (temporary storage only), display, view, use, play, and/or print one (1) copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a computer, mobile phone or other wireless device, or other Internet enabled device (each, a "**Device**") for your non-commercial, internal business use only and agree the Content may not be otherwise used, published or redistributed without the prior written consent of Company. The



foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Company's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms. You agree to irretrievably destroy the Content upon written request (email to suffice) of Company.

D. Rights. When using the Dashboard, you must respect the intellectual property and other rights of Company and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. You understand that you will be liable for any breach of the obligations of confidentiality and restriction on use contained herein by you or your respective affiliates, employees, officers, directors, agents, representatives and independent contractors. You shall notify Company immediately upon discovery of any unauthorized use or disclosure of Content or any breach of this Agreement by You or your representatives and will cooperate with Company in every reasonable way to help Company regain possession of the Content and prevent its further unauthorized use. You shall not do anything, nor assist or encourage any third party to do anything, with the intent or effect of circumventing Company's rights under these Terms. You agree that any breach or anticipatory breach of these Terms would cause Company irreparable harm such that money damages alone would not be a sufficient remedy for breach of the confidentiality and other obligations of these Terms. Accordingly, you agree that in an action for equitable remedies under this Agreement, Company shall not be required to prove the inadequacy or insufficiency of monetary damages or irreparable harm. You further agree to waive any requirement for a bond or other security in connection with any such injunctive or other equitable relief.

2. Dashboard and Content Use Restrictions

A. Dashboard Use Restrictions. You agree that you will not: (i) use the Dashboard for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Trademarks; (iii) engage in any activities through or in connection with the Dashboard that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Company; (iv) reverse engineer, decompile, disassemble, reverse assemble, or modify any Dashboard source or object code or any software or other products, services, or processes accessible through any portion of the Dashboard; (v) engage in any activity that interferes with a user's access to the Dashboard or the proper operation of the Dashboard, or otherwise causes harm to the Dashboard, Company, or other users of the Dashboard; (vi) interfere with or circumvent any security feature of the Dashboard or any feature that restricts or enforces limitations on use of or access to the Dashboard or the Content; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Dashboard, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Dashboard, other computer systems or networks connected to the Dashboard, through password mining or any other means; or (ix) otherwise violate these Terms or any Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Dashboard: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Dashboard by using any robot, rover, "bot," spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices

contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any Additional Terms, or as required by applicable law, or with the prior written consent of an officer of Company or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

C. Availability of Dashboard and Content. Company may immediately suspend or terminate the availability of the Dashboard and Content (and any elements and features of them), in whole or in part, for any reason, in Company's sole discretion, and without advance notice or liability.

D. Reservation of All Rights Not Granted as to Content and Dashboard. These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Dashboard. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Company and its licensors and other third parties. *Any unauthorized use of any Content or the Dashboard for any purpose is prohibited.*

3. Feedback You Submit

A. General. Company may now or in the future offer users of the Dashboard the opportunity to upload, display, publish, distribute, transmit or otherwise make available on or submit through the Dashboard, messages, text, files, comments, responses, information, content, results, reviews, suggestions or other information or materials and the ideas contained therein (collectively, "**Feedback**"). Company may allow you to do this through contact us, email, and other communications functionality. Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your Feedback and you remain ultimately responsible for it.

B. Non-Confidentiality of Your Feedback. Except as otherwise described in the Dashboard's posted [Privacy Policy](#) or any Additional Terms, you agree that: (a) your Feedback will be treated as non-confidential – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned; and (b) Company does not assume any obligation of any kind to you or any third party with respect to your Feedback. Upon Company's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of Feedback may not be secure, and you will consider this before submitting any Feedback and do so at your own risk. In your communications with Company, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for websites, waste collection, products or otherwise (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you post on or send to us via the Dashboard are deemed Feedback and licensed to us as set forth below. In addition, Company retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Company's receipt of your Unsolicited Ideas and Materials is not an admission by Company of their novelty, priority, or originality, and it does not impair Company's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

C. License to Company of Your Feedback. Except as otherwise described in any applicable Additional Terms, which specifically govern the submission of your Feedback), you hereby grant to Company, and you agree to grant to Company, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your Feedback (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such Feedback and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any Feedback for any purposes whatsoever, including developing, producing, and marketing products and/or services. In order to further effect the rights and license that you grant to Company to your Feedback, you also hereby grant to Company, and agree to grant to Company, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any Feedback, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Feedback, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 3(C).

4. Accounts

In order to access or use some (or potentially all) of the features on the Dashboard, you may be required to first register for a user account through our registration process that we make available through the Service. The Dashboard's practices governing any resulting collection and use of your personal information are disclosed in our [Privacy Policy](#). If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an e-mail notification with a randomly generated initial password) and you agree that: (i) You will not use a username (or e-mail address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.



5. Notices and Questions

You agree that: (i) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Dashboard, or in another reasonable manner; and (ii) we may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address.

If you have a question regarding using the Dashboard, you may contact us at AthensSB1383@athensservices.com.

6. Dispute Resolution

Certain portions of this Section 6 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Company agree that we intend that this Section 6 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 6 can only be amended by mutual agreement.

A. First – Try to Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Dashboard, the Content, your Feedback, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of Company’s actual or alleged intellectual property rights (an “**Excluded Dispute**”, which includes those actions set forth in Section 6(D)), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such contact information exists or if such information is not current, then we have no obligation under this Section 6(A). Your notice to us must be sent to: Athens Services, 14048 E. Valley Blvd., City of Industry, CA 91746 (Attn: Legal Department). For a period of sixty (60) days from the date of receipt of notice from the other party, Company and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Company to resolve the Dispute or Excluded Dispute on terms with respect to which you and Company, in each of our sole discretion, are not comfortable.

B. Binding Arbitration. If we cannot resolve a Dispute as set forth in Section 6(A) (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND COMPANY MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE OR ADVERTISING CONNECTED TO THE PROVISION OR USE OF THE DASHBOARD (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT - INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, FRAUD, ANY OTHER INTENTIONAL TORT OR COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY - AND WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS. The Federal Arbitration Act (“**FAA**”) shall govern the arbitrability of all disputes between COMPANY and you regarding these Terms (and any Additional Terms) and the Dashboard, including the No Class Action Matters section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY.

A Dispute will be resolved solely by binding arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“**JAMS**”), in accordance with the then-current streamlined Arbitration Rules and Procedures (“**Rules**”) of, or by any other arbitration administration service that you and an officer or legal representative of



Company consent to in writing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable Rules; but if applicable Rules or laws require Company to pay a greater portion or all of such fees and costs in order for this Section 6 to be enforceable, then Company will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator will apply and be bound by these Terms and any Additional Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim. Issues relating to the enforceability of the arbitration and class action waiver provisions contained herein are for the court to decide.

C. Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT A EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 6(A)) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED. Commencing means, as applicable: (a) by delivery of written notice as set forth above in Section 6(A); (b) filing for arbitration with JAMS as set forth in Section 6(B); or (c) filing an action in state or Federal court. The parties expressly waive any contrary statute of limitations or time bars, both legal and equitable, to the Disputes.

D. Injunctive Relief. The foregoing provisions of this Section 6 will not apply to any legal action taken by Company to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Dashboard, any Content, your Feedback and/or Company’s intellectual property rights (including such Company may claim that may be in dispute), Company’s operations, and/or Company’s products or services.

E. No Class Action Matters. YOU AND COMPANY AGREE THAT EACH 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 OR AS AN ASSOCIATION. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 6(B) to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 6(F). Notwithstanding any other provision of this Section 6, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this “No Class Action Matters” section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions.

F. Federal and State Courts in Los Angeles, California. Except where arbitration is required above, small claims actions, or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute arising hereunder may only be instituted in state or Federal court in Los Angeles, California. Accordingly, you and Company consent to the exclusive personal jurisdiction and venue of such courts for such matters.



G. Small Claims Matters Are Excluded from Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court of competent jurisdiction.

7. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE DASHBOARD IS AT YOUR SOLE RISK. THE DASHBOARD IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, Company and its subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, the “**Company Parties**”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Dashboard (including the Content and the Feedback);
- (b) the functions, features, or any other elements on, or made accessible through, the Dashboard;
- (c) any products, services, or instructions offered or referenced at or linked through the Dashboard;
- (d) security associated with the transmission of your Feedback transmitted to Company via the Dashboard;
- (e) whether the Dashboard or the servers that make the Dashboard available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- (f) whether the information (including any instructions) on the Dashboard is accurate, complete, correct, adequate, useful, timely, or reliable;
- (g) whether any defects to or errors on the Dashboard will be repaired or corrected;
- (h) whether your access to the Dashboard will be uninterrupted;
- (i) whether the Dashboard will be available at any particular time or location; and
- (j) whether your use of the Dashboard is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A COMPANY PARTY, COMPANY PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions’ laws are applicable.

8. LIMITATIONS OF OUR LIABILITY

UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

- (a) the Dashboard (including the Content and the Feedback);
- (b) your use of or inability to use the Dashboard, or the performance of the Dashboard;
- (c) any action taken in connection with an investigation by Company Parties or law enforcement authorities regarding your access to or use of the Dashboard;
- (d) any action taken in connection with copyright or other intellectual property owners or other rights owners;
- (e) any errors or omissions in the Dashboard's technical operation; or
- (f) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Company Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Dashboard).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE DASHBOARD AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID COMPANY IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE.

9. Waiver of Injunctive or Other Equitable Relief

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE DASHBOARD, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY DASHBOARD, WEBSITE, APPLICATION, CONTENT, FEEDBACK, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY COMPANY (INCLUDING YOUR LICENSED FEEDBACK) OR A LICENSOR OF COMPANY.

10. Updates to Terms

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR DASHBOARD EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE DASHBOARD MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE DASHBOARD UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE DASHBOARD YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE DASHBOARD (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE DASHBOARD AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted terms of service and any applicable Additional Terms each time you use the Dashboard (at least prior to each transaction or submission). The new terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the terms of service (and any applicable Additional Terms) that applied when you previously used the Dashboard will continue to apply to such prior use (*i.e.*, changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, and the email you associated with your purchases for notices, all of which you agree are reasonable manners of providing you notice. You can reject any new, revised or Additional Terms by discontinuing use of the Dashboard and related services.

11. General Provisions

A. Company's Consent or Approval. As to any provision in these Terms or any Additional Terms that grants Company a right of consent or approval, or permits Company to exercise a right in its "sole discretion," Company may exercise that right in its sole and absolute discretion. No Company consent or approval may be deemed to have been granted by Company without being in writing and signed by an officer of Company.



B. Applicable Law. These Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of California, without regard to its conflicts of law provisions.

C. Indemnity. You agree to, and you hereby, defend, indemnify, and hold Company Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Company Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your breach of the confidentiality obligations with respect to the Content; (ii) your use of the Dashboard and your activities in connection with the Dashboard; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Dashboard or your activities in connection with the Dashboard; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Company Parties' use of the information that you submit to us (including your Feedback) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Company Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Company Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Company Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Company Party.

D. Operation of Dashboard; Availability of Products and Services; International Issues. Company controls and operates the Dashboard from its U.S.-based offices in the U.S.A., and Company makes no representation that the Dashboard is appropriate or available for use beyond the U.S.A. If you use the Dashboard from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Dashboard may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Dashboard and/or the provision of any content, program, product, service, or other feature described or available on the Dashboard to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

E. Export Controls. Software related to or made available by the Dashboard may be subject to export controls of the U.S.A. No software from the Dashboard may be downloaded, exported, or re-exported: (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S.A. has embargoed goods, software, technology or services (which, as of the effective date of these Terms, includes Cuba, North Korea, Iran, Sudan, and Syria), or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls, including as set forth in subsections (i) – (iii) above.

F. Severability; Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms or any Additional Terms, the word will be deemed to mean “including, without limitation,”.

G. Communications. When you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

H. Investigations; Cooperation with Law Enforcement; Termination; Survival. Company reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Dashboard security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by Company in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Dashboard, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Company under these Terms or any Additional Terms. Upon suspension or termination of your access to the Dashboard, or upon notice from Company, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Dashboard. The provisions of these Terms and any Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Company in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

I. Assignment. Company may assign its rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Company.

J. No Waiver. Except as expressly set forth in these Terms or any Additional Terms, (i) no failure or delay by you or Company in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

K. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Dashboard and you will be responsible for all charges related to them.