

DATAGRASP TERMS OF USE

Last Modified on April 26, 2020

PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING CONTRACT.

Your access and use of the Datagrasp websites located at www.complexability.com, www.reldyn.com, and/or www.intuability.com (collectively, the “*Sites*”) and features, products, trainings, consulting, coaching and services provided by Datagrasp Inc. (“*Datagrasp*,” “*we*,” “*us*,” or “*our*”) including through the Sites, but excluding any software, products or services provided by Datagrasp under a separate written agreement, (individually and collectively, the “*Service*”) is subject to the terms and conditions in this Terms of Use (this “*ToU*”).

THE CONTENTS OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY VIDEOS, TEXT, GRAPHICS, IMAGES, IN-PERSON DISCUSSION, ANALYSIS, AND SUGGESTIONS AND OTHER MATERIAL (COLLECTIVELY, THE “CONTENT”), ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL ADVICE, DIAGNOSIS, OR TREATMENT. WE ARE NOT A HEALTHCARE OR MEDICAL DEVICE PROVIDER, AND NEITHER THE SERVICE NOR THE CONTENT SHOULD BE CONSIDERED MEDICAL, PSYCHOLOGICAL OR PSYCHIATRIC ADVICE. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A PSYCHOLOGICAL OR PSYCHIATRIC CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ, HEARD OR SEEN ON ANY OF THE SITES OR OTHERWISE OBTAINED THROUGH THE SERVICE. RELIANCE ON ANY INFORMATION PROVIDED IN THE CONTENT IS SOLELY AT YOUR OWN RISK. IF YOU THINK YOU MAY HAVE A MEDICAL OR PSYCHIATRIC EMERGENCY, CALL 911 IMMEDIATELY OR GO TO YOUR NEAREST EMERGENCY ROOM.

By agreeing to this ToU, including by a click-through or other agreement or by using any aspect of the Service, you expressly acknowledge that you have read this ToU and agree to all of its terms and conditions. You represent and warrant that you have the legal capacity to enter a contract in the jurisdiction where you reside. You further agree to receive all communications, agreements, and notices that we provide in connection with the Service electronically, including by e-mail, SMS text message, or by posting them on any of the Sites or through the Service. You agree that all communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You must agree to this ToU in order to use the Service, and if you do not accept this ToU then you may not use any aspect of the Service.

This ToU contains important language governing your use of the Service. It addresses, among other things, information about how we provide the Service, how we or you may terminate the Service, the requirements imposed on you when managing your account and how we handle disputes (which are handled by binding arbitration in most cases).

1. **ToU Updates.** Datagrasp may update this ToU at any time, and Datagrasp will post the updated version of this ToU on the Sites. You understand and agree that you will be deemed to have accepted the updated ToU if you use any aspect of the Service after the updated ToU is posted. If at any point you do not agree to any portion of this ToU then in effect, you must immediately stop using the Service. If Datagrasp makes any material change to this ToU, we will make reasonable efforts to notify you of the change, such as by sending an email to the address associated with your account, through a pop-up window or on-screen notification on the Sites, or other similar mechanism. Disputes arising under this

ToU will be resolved in accordance with the version of the ToU in place at the time the dispute arose. We encourage you to review this ToU frequently to stay informed of the latest modifications.

2. **Provision of the Service.** You are responsible for any Internet connection and telecommunications fees and charges that you incur when accessing the Service. You acknowledge and agree that Datagrasp may make changes to any aspect of the Service at any time without notifying you in advance.

3. **Termination of Service.** Datagrasp reserves the right to deny service to any person or entity at Datagrasp's sole and absolute discretion. You acknowledge and agree that Datagrasp may stop providing any aspect of the Service or restrict your use of the Service at any time, without notifying you in advance, for any reason or no reason, including, without limitation, for any violation of this ToU or if Datagrasp suspects that you have used any aspect of the Service to conduct any fraudulent or illegal activity. If Datagrasp disables your access to your account, you may be prevented from accessing the Service, your account details or any materials contained in your account.

4. **Accounts and Security.**

4.1. **Account.** To access certain aspects of the Service, you must have an account. You can create an account by completing the registration process. You may be required to provide information about yourself as part of the registration process or your continued use of the Service. You agree that any registration information that you submit to Datagrasp will be correct, accurate and up to date, including without limitation using your real name to register your account.

4.2. **Fees.** You agree to pay all applicable fees and taxes incurred by you or anyone using your account. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. Datagrasp may, from time to time, modify, amend, or supplement its pricing and billing procedures, and such changes shall be effective immediately upon posting a link to an update of this ToU or posting such changes elsewhere on the Sites. If there is a dispute regarding your payment of fees, Datagrasp shall have the right to terminate your account without prior notice. For the avoidance of doubt, if you purchase a monthly, annual, or other periodic membership, you agree and acknowledge that your subscription has an initial and recurring payment charge at the then-current subscription rate, and you accept responsibility for all recurring charges prior to cancellation, including where applicable any charges processed by Datagrasp after the expiration date of your payment card. **YOU ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES AND OTHER CHARGES ARE NON-REFUNDABLE IN WHOLE OR IN PART, UNLESS OTHERWISE STATED AT THE POINT OF PURCHASE. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.**

4.3. **Account Security.** Maintaining account security is very important. You are solely responsible for maintaining the confidentiality of your account password and for all activities that are conducted via your account. You agree to notify Datagrasp immediately if you become aware of any unauthorized use of your password or of your account.

4.4. **Account Sharing or Transfers.** Accounts are registered to you personally and may not be transferred at any time under any circumstances. You may not share your account with, or disclose your password to, anyone else.

4.5. **Cancellation by You.** You have the right to cancel your account at any time. You may cancel your account by contacting us via email at accounts@complexability.com.

4.6. **Termination by Datagrasp.** Datagrasp may at any time terminate your account at any time for any reason or no reason, including if:

- a. Datagrasp determines that you are (i) in breach of or otherwise acting inconsistently with this ToU or (ii) engaging in fraudulent or illegal activities or other conduct that may result in liability to Datagrasp;
- b. Datagrasp determines it is required by law to terminate your account;
- c. Datagrasp for any reason determines that your purposes or ways of using the services may be, now or in the future, misaligned with Datagrasp's business strategy and/or mission guidelines, explicitly stated or understood by Datagrasp decision makers at the time, as policy or on a case by case basis; or
- d. Datagrasp decides to stop providing the Service or critical portions of the Service.

4.7. Effect of Account Termination or Cancellation. If you voluntarily terminate your account, you may reactivate that account at any time by contacting us via email. Accounts terminated by Datagrasp for any type of reason such as abuse including, without limitation, a violation of this ToU, may not be reactivated for any reason.

5. Restrictions and Conditions of Use.

5.1. Use of the Service. Datagrasp permits you to view and use the Service solely for your own personal use. You agree not to license, create derivative works from, transfer, sell or re-sell any information, content, materials, data or services obtained from the Service. Datagrasp reserves the right to add or remove information, content or Services from the Sites at any time at its sole discretion.

5.2. Accessing the Service. You agree not to access, or attempt to access, the Service by any means other than through the user interface provided through the applicable Site. You specifically agree not to access, or attempt to access, the Service through any automated means (including, without limitation, through the use of scripts, bots, spiders or web crawlers).

5.3. No Violation of Laws. You agree that you will not, in connection with your use of the Service, violate any applicable law, ordinance, rule, regulation or treaty. Without limiting the foregoing, you agree that you will not make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).

5.4. Use Restrictions. You may not connect to or use the Service in any way that is not expressly permitted by this ToU.

- a. Without limiting the generality of the foregoing, you agree that you will not: (i) remove any proprietary notices from the Service; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Service; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity without the prior written consent of Datagrasp; or (iv) make any false, misleading or deceptive statement or representation regarding Datagrasp or the Service.

- b. Without limiting the generality of the foregoing, you agree that you will not: (i) institute, assist, or become involved in any type of attack including, without limitation, denial of service attacks, upon the Service (or any servers, systems or networks connected to the Service) or otherwise attempt to obstruct, disrupt or interfere with the operation of the Service or any other person's or entity's use of the Service (or any servers, systems or networks connected to the Service); (ii) attempt to gain unauthorized access to the Sites, the Service, accounts registered to other users, or any servers, systems or networks connected to the Service; (iii) use the Service for any commercial purpose unless consistent with this ToU and the intended use of the same, or for the benefit of any third party, or charge any person or entity, or receive any compensation for, the use of the Service, unless you are specifically authorized to do so in a separate written agreement with Datagrasp; (iv) use the Service to develop, generate, transmit or store

information that is defamatory, harmful, abusive, obscene or hateful; (iv) use the Service to perform any unsolicited commercial communication not permitted by applicable law; or (v) use the Service to engage in any activity that (A) constitutes harassment or a violation of privacy or threatens other people or groups of people; (B) is harmful to children in any manner; (C) constitutes phishing, pharming or impersonates any other person or entity, or steals or assumes any person's identity (whether a real identity or online nickname or alias); or (D) violates any applicable law, ordinance, rule, regulation or treaty.

c. Without limiting the generality of the foregoing, you agree that you will not use the Service for any other unlawful, prohibited, abnormal or unusual or unethical activity as determined by Datagrasp in its sole discretion.

5.5. No Data Mining or Harmful Code. You agree that you will not (a) obtain or attempt to obtain any information from the Service including, without limitation, email addresses or mobile phone numbers of other account holders or other data; (b) intercept, examine or otherwise observe any proprietary communications protocol used by the Service, whether through the use of a network analyzer, packet sniffer or other device; or (c) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan horse, trap door, time bomb or any other codes, instructions or third party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, any aspect of the Service.

5.6. Violation of this ToU. You acknowledge and agree that you are solely responsible, and Datagrasp has no responsibility or liability to you or any other person or entity, for any breach by you of this ToU or for the consequences of any such breach. Datagrasp may immediately terminate its relationship with you, or may suspend your account immediately if it determines you are using the Service contrary to the restrictions found in this Section 5 or any other terms of this ToU.

6. Links.

6.1. Links from the Service. The Service may contain links to websites operated by independent third parties. Datagrasp provides these links to other websites as a convenience and use of these websites is at your own risk. The linked websites are not under the control of Datagrasp and Datagrasp is not responsible for the content available on the other websites or services. Such links do not imply Datagrasp's endorsement of information or material on any other website and Datagrasp disclaims all liability with regard to your access to and use of such linked websites. You understand and acknowledge that your access and use of linked websites and the services provided through these websites is governed by the terms of service and other agreements posted on such websites.

6.2. Links to the Service. Unless otherwise set forth in a written agreement between you and Datagrasp, you must adhere to Datagrasp's linking policy as follows: (a) the appearance, position and other aspects of any link to the Sites may not be such as to damage or dilute the goodwill associated with Datagrasp's or its licensors' names and trademarks; (b) the appearance, position and other attributes of the links may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Datagrasp; and (c) when selected by a User, the link to any Site must display such Site on full-screen and not within a "frame" on the linking website. Datagrasp reserves the right to revoke its consent to the link at any time and in its sole discretion.

7. Intellectual Property.

7.1. Trademarks. The Datagrasp name and logo are trademarks and service marks of Datagrasp and include ComplexAbility and any other associated trademarks and service marks. Unless permitted in a separate written agreement with Datagrasp, you do not have the right to use any of Datagrasp's trademarks, service marks or logos and your unauthorized use of any of these may be a violation of federal and state trademark laws.

7.2. **Ownership.** You acknowledge and agree that Datagrasp, or its licensors, owns all right, title and interest in and to the Service, including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time and that the Service is protected by U.S. and international copyright laws. Further, you acknowledge that the Service may contain information that Datagrasp has designated as confidential and you agree not to disclose such information without Datagrasp's prior written consent.

7.3. **Feedback.** You may choose to, or Datagrasp may invite you to, submit comments, bug reports, ideas or other feedback about the Sites and the Service ("**Feedback**"). By submitting Feedback, you agree that Datagrasp is free to use such Feedback at its discretion without any obligation to you. Datagrasp may also choose to disclose Feedback to third parties. You hereby grant Datagrasp a royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide, nonexclusive right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner it deems appropriate, any and all Feedback, and to sublicense the foregoing rights.

8. **Privacy Policy.** By accepting this ToU or using any aspect of the Service, you represent that you have read and consent to our Privacy Policy in addition to this ToU. The Privacy Policy is available as a link near the link for this ToU. Datagrasp may revise the Privacy Policy at any time, and a link to the new versions will be posted on the Sites. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using the Service. By using the Service, you agree to the then-current versions of the ToU and Privacy Policy, which will be posted on the Sites.

9. **Location.** The Service is operated by Datagrasp in the United States. If you choose to access the Service from a location outside of the United States, you do so on your own initiative and you are responsible for compliance with applicable local laws.

10. **Submitted Content.**

10.1. Datagrasp is not the source of, does not verify or endorse and takes no responsibility for the content of communications made using the Service, including live interpersonal conversations whether in-person or through audio or video, or any materials submitted or made available through the Service via any function which allows a user to post or share content ("**Submitted Content**"). By using the Service, you agree that your Submitted Content may be viewable by other users of the Service. Submitted Content is entirely the responsibility of the person from whom such content originated. You therefore may be exposed to content that is offensive, unlawful, harmful to minors, obscene, indecent or otherwise objectionable. Submitted Content may be protected by intellectual property rights owned by third parties. You are responsible for the content you choose to communicate and access using the Service. In particular, you are responsible for ensuring that you do not submit material that (a) is protected by copyright, contains trade secrets or otherwise is subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner; (b) is false or is a misrepresentation; (c) is offensive, unlawful, harmful to minors, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; or (d) impersonates another person. Datagrasp may in its sole discretion block, prevent delivery of or otherwise remove the content of communications as part of its effort to protect the Service or its customers, or otherwise enforce the terms of this ToU. Further, Datagrasp may in its sole discretion remove such content and terminate your account if you submit any content that is in breach of this ToU.

10.2. Datagrasp does not claim ownership of any of your Submitted Content. With respect to all of your Submitted Content, you grant Datagrasp a perpetual, irrevocable, non-terminable, transferable, worldwide, royalty-free, sublicensable, fully paid-up, non-exclusive and transferable license to use, reproduce, distribute, prepare derivative works of, display, modify, copy and perform the Submitted

Content or any part of the Submitted Content in connection with the Service and Datagrasp's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any and all media formats and through any and all media channels. You also hereby grant each user of the Service a non-exclusive license to access your Submitted Content through the Service while the Submitted Content is made available through the Service. You may take down any of your Submitted Content at any time; however, you acknowledge and agree, that Datagrasp may still have access to such Submitted Content and that the above license granted by you to Datagrasp will remain in effect despite your removal of the Submitted Content from the Service. You hereby represent, warrant and covenant that any Submitted Content you provide does not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant the license specified in this Section 10.2.

10.3. You acknowledge and agree that: (a) by using the Service, you may be exposed to content that you may find offensive or indecent and you do so at your own risk; (b) you are solely responsible for, and Datagrasp has no responsibility to you or any third party for any Submitted Content that you create, submit, post or publish on or through the Service; (c) Datagrasp does not guarantee any confidentiality with respect to your Submitted Content; and (d) Datagrasp is not responsible for any Submitted Content provided by third parties that you may have access to through your use of the Service and all Submitted Content is the responsibility of the person from whom such Submitted Content originated. You acknowledge and agree that (i) Datagrasp has no control over and is not responsible for the use of Submitted Content by its users, including any user that has uploaded Submitted Content to a personal device; and (ii) Datagrasp may not be able to remove Submitted Content that is uploaded onto a user's device. Datagrasp does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with Submitted Content.

10.4. You acknowledge that Datagrasp has the right to pre-screen your Submitted Content, but has no obligation to do so. At Datagrasp's sole discretion, any Submitted Content may be included in the Service in whole or in part in modified form. In addition, Datagrasp and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Submitted Content that is available via the Service that violates this ToU or is otherwise objectionable including, but not limited to, being unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or violating any party's intellectual property. In addition, Datagrasp can change, add to or remove from your Submitted Content as part of training and coaching processes.

10.5. You acknowledge that your Submitted Content is your sole responsibility. You agree that, under no circumstances, will Datagrasp be liable in any way for any Submitted Content, including, but not limited to, any errors or omissions in any Submitted Content, or any loss or damage of any kind incurred as a result of the use or distribution of any Submitted Content transmitted or otherwise made available via the Service.

11. **Children**. The Service is not directed toward persons under 13 years of age, and Datagrasp does not knowingly collect information from persons under 13 or allow them to create an account or access account features. If you are under the age of 13, please do not submit any personal information about yourself to Datagrasp.

12. **DISCLAIMER OF WARRANTIES**.

12.1. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

12.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATAGRASP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS INCLUDING, WITHOUT LIMITATION, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

12.3. DATAGRASP MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY MATERIALS, INFORMATION OR DATA AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE SERVICE.

12.4. THE INCLUSION OR OFFERING OF ANY PRODUCTS, SERVICES, MATERIALS, INFORMATION OR DATA ON OR THROUGH THE SITES OR THE SERVICE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS, SERVICES, MATERIALS, INFORMATION OR DATA BY DATAGRASP.

12.5. DATAGRASP DOES NOT REPRESENT OR WARRANT THAT (a) YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; (b) THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS; (d) DEFECTS IN THE OPERATION OF THE SERVICE WILL BE CORRECTED; OR (e) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

12.6. YOU ACKNOWLEDGE AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, MOBILE PHONE OR OTHER DEVICE OR ANY LOSS OF DATA RESULTING FROM DOWNLOADING OR OBTAINING SUCH MATERIAL.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

13. **LIMITATION OF LIABILITY; SOLE AND EXCLUSIVE REMEDY.**

13.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATAGRASP AND ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "***RELATED PARTIES***") SHALL NOT BE LIABLE TO YOU UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR:

a. ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, USE, DATA OR GOODWILL, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON OPINIONS APPEARING ON THE SITES OR EXPRESSED IN TRAININGS OR CONSULTING OR COACHING), EVEN IF DATAGRASP OR THE RELATED PARTIES HAVE BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES;

b. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR

c. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE ANY MATERIALS, INFORMATION OR DATA MAINTAINED BY OR THROUGH YOUR USE OF THE SERVICE.

13.2. CERTAIN CONTENT AND SERVICES MADE AVAILABLE THROUGH THE SERVICE MAY BE PROVIDED BY THIRD-PARTY CONTRIBUTORS AND NOT BY AGENTS OR EMPLOYEES OF DATAGRASP. IN SUCH CASES, DATAGRASP IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, NEGLIGENCE OR MISCONDUCT OF ANY SUCH THIRD PARTIES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM OR OTHERWISE ARISING FROM YOUR USE OF OR RELIANCE UPON ANY CONTENT OR OTHER ASPECT OF THE SERVICE.

13.3. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF DATAGRASP OR ANY OF THE RELATED PARTIES EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE LESSER OF (a) ANY FEES PAID TO DATAGRASP DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR (b) ONE HUNDRED DOLLARS (\$100).

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Datagrasp and the Related Parties shall be limited to the fullest extent permitted by law.

14. **Indemnification.** You agree to defend, indemnify and hold Datagrasp and the Related Parties harmless from and against any and all claims, demands, liabilities damages and losses including, without limitation, reasonable attorneys' fees, resulting from or arising out of (a) your use of the Service; or (b) your breach of this ToU or any other policies that Datagrasp may issue for the Service from time to time. You further agree to cooperate as required by Datagrasp in the defense of any claim. Datagrasp reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Datagrasp.

15. **Governing Law; Jurisdiction.** This ToU is governed by California law, without regard to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You and Datagrasp agree that, except as otherwise provided in Section 16 below, the state and federal courts located in the County of Los Angeles, California will have exclusive jurisdiction of all disputes arising out of or related to this ToU or your use of the Service and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Datagrasp shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.

16. **Binding Arbitration.**

16.1. **Arbitration Procedures.** You and Datagrasp agree that, except as provided in Section 16.4 below, all disputes, controversies and claims related to this ToU (each a "***Claim***"), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "***JAMS Rules***") and under the terms set forth in this ToU. In the event of a conflict between the terms set forth in this Section 16 and the JAMS Rules, the terms in this Section 16 will control and prevail.

Except as otherwise set forth in Section 16.4, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and Datagrasp will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this ToU, (a) you and Datagrasp may

litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (b) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

16.2. Location. The arbitration will take place in Los Angeles, California, unless the parties agree to video, phone or internet connection appearances.

16.3. Limitations. You and Datagrasp agree that any arbitration shall be limited to the Claim between Datagrasp and you individually. YOU AND DATAGRASP AGREE THAT (a) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (b) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (c) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

16.4. Exceptions to Arbitration. You and Datagrasp agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (a) any Claim seeking to enforce or protect, or concerning the validity of, any of Datagrasp's intellectual property rights; (b) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

16.5. Arbitration Fees. If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we are initiating arbitration for a Claim, we will pay all costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.

16.6. Severability. You and Datagrasp agree that if any portion of this Section 16 is found illegal or unenforceable (except any portion of Section 16.4), that portion shall be severed and the remainder of the section shall be given full force and effect. If Section 16.4 is found to be illegal or unenforceable then neither you nor Datagrasp will elect to arbitrate any Claim falling within that portion of Section 16.4 found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within the County of Los Angeles, California, United States of America, and you and Datagrasp agree to submit to the personal jurisdiction of that court.

17. General.

17.1. ToU Revisions. This ToU may only be revised in a writing signed by Datagrasp, or published by Datagrasp on the Sites.

17.2. No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Datagrasp as a result of this ToU or your use of the Service.

17.3. Assignment. Datagrasp may assign its rights under this ToU to any person or entity without your consent. The rights granted to you under this ToU may not be assigned without Datagrasp's prior written consent, and any attempted unauthorized assignment by you shall be null and void.

17.4. Severability. If any part of this ToU is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the ToU shall be given full force and effect.

17.5. Attorneys' Fees. In the event any litigation or arbitration is brought by either party in connection with this ToU, except as otherwise provided in Section 16.5, the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

17.6. No Waiver. Our failure to enforce any provision of this ToU shall in no way be construed to be a present or future waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Datagrasp of any provision, condition or requirement of this ToU shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

17.7. Notices. All notices given by you or required under this ToU shall be in writing and sent to accounts@complexability.com.

17.8. Notice for California Users. Under California Civil Code Section 1789.3, California users of the Service are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

17.9. Export Administration. You must comply with all export laws and regulations of the United States or any other country ("**Export Controls**") and you shall not export, direct or transfer any portion of the Service, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

17.10. Equitable Remedies. You acknowledge and agree that Datagrasp would be irreparably damaged if the terms of this ToU were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this ToU, in addition to such other remedies as we may otherwise have available to us under applicable laws.

17.11. Entire Agreement. This ToU, including the documents referenced in this ToU, constitutes the entire agreement between you and Datagrasp with respect to the Service and supersedes any and all prior agreements between you and Datagrasp relating to the Service.