

EFFECTIVE DATE: September 12, 2019

Health care providers, view Terms of Service [here](#).

All other users, view Terms of Service [here](#).

TERMS OF SERVICE FOR USERS

The Ejenta.com website (hereinafter “Website”) is owned and operated by Ejenta, Inc. (“Ejenta”).

IMPORTANT! THIS IS A LEGALLY BINDING AGREEMENT AND AFFECTS YOUR RIGHTS.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE WEBSITE AS THEY GOVERN YOUR USE OF THE WEBSITE AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND EJENTA. YOU MAY NOT USE THE WEBSITE IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE.

IMPORTANT! THE WEBSITE DOES NOT PROVIDE MEDICAL ADVICE.

THE WEBSITE AND ANY INFORMATION PROVIDED BY THE WEBSITE DOES NOT CONSTITUTE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT AND SHOULD NOT BE RELIED UPON AS SUCH, NOR IS YOUR USE OF THE WEBSITE A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT, AS THAT IS THE RESPONSIBILITY OF YOUR PHYSICIAN OR HEALTH CARE PROVIDER. YOU SHOULD CONSULT A PHYSICIAN BEFORE USING THE WEBSITE OR ANY INFORMATION PROVIDED BY THE WEBSITE. THE WEBSITE IS NOT FOR USE IN MEDICAL EMERGENCIES. YOU SHOULD IMMEDIATELY DIAL 911 IF YOU BELIEVE YOU HAVE A MEDICAL EMERGENCY.

1. Definitions

“Content” shall refer to the contents of the Website, including without limitation the text, code, graphics, images, audio, and video, as well as any information or data provided by the Website through the use of the Services. Content shall not include data that is obtained by the Website or Ejenta that was collected from a device that provides data specific to You.

“Services” shall refer to any services provided by Ejenta through your use of the Website, including the provision of any information or data through your use of the Website.

“User” and “You” shall refer to the individual who browses or uses the Website.

2. Acceptance of the Terms of Service

By visiting the Website or using the Services, You accept and agree to these Terms of Service and the Privacy Policy (available at <http://ejenta.com/privacy.pdf>), which is incorporated by reference into these Terms of Service. These Terms of Service constitute a legally binding agreement between You and Ejenta and spell out the terms and conditions to which You must adhere.

By visiting the Website or using the Services, You affirm that You are 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into, abide by, and comply with the terms and obligations provided in these Terms of Service.

If You do not agree to any of the terms or conditions in these Terms or Service, You do not have permission to browse or use the Website or Services and no rights otherwise granted herein have been so granted.

3. Use of Website and Content

The Website and Content are owned by Ejenta and constitute proprietary information and property and are protected by the intellectual property laws of the United States, including patent, copyright, trademark, and trade secret laws, as well as applicable foreign laws. Ejenta hereby grants You permission to use the Services and the Content, provided that (i) You do not violate any of the terms of these Terms of Service, (ii) your use is solely for your personal, noncommercial use; (iii) You do not modify or sell the Content; and (iv) You do not reproduce, display, publicly perform, distribute, create derivative works, or otherwise use the Content for any public or commercial purpose, including the use of the Content in any other software or on any other website. To the extent the Website provides features allowing You to distribute the content by email, social media, or another method, You may distribute the Content using such features but only to your physician or health care provider.

You may not transfer any of the rights granted to You herein to any other person or entity. You may not allow any third party to use the Website, Content, or Services on your behalf. Any rights not expressly granted to You herein are expressly reserved by Ejenta.

You shall not reverse engineer, decompile, or disassemble the Website. You shall not modify, alter, tamper with, or create derivative works of the Website or Content.

You agree not to use the Website, Content, or Services for any unlawful, fraudulent, or abusive purpose. Ejenta has the right to interrupt, suspend, or terminate your access to the Website or any Services if it suspects that You are engaging in unlawful, fraudulent, or abusive activity.

If You violate any of the terms of these Terms of Service, your permission to use the Website, Content, and Services automatically terminates.

You acknowledge that You are solely responsible for your use of the Website, Content, and Services. You acknowledge that Ejenta is not responsible for any use of the Website, Content, and Services by You or any person acting on your behalf.

To the extent that your use of the Website, Content, or Services results in the creation of any intellectual property, including, without limitation, any patentable inventions or improvements, You hereby agree to assign and do hereby assign all of your right, title, and interest in and to such inventions and improvements to Ejenta. You agree to provide whatever assistance is reasonably required to perfect Ejenta's ownership in such inventions and improvements.

4. User Submitted Information

You warrant that You own all intellectual property rights in any information You submit, directly or indirectly by a third party on your behalf, to the Website or to Ejenta (including, without limitation, data submitted to or collected by the Website or Ejenta from any monitors or other devices or third party websites that provide information or data about You) or that You have the appropriate license rights from the owner to submit such information, including, without limitation, any data submitted to or collected by the Website or Ejenta from any monitors or other devices or third party websites that provide information or data about You. By submitting such information to the Website or permitting such information to be collected by the Website or Ejenta, You grant Ejenta a worldwide, perpetual, irrevocable, royalty-free, transferable right and license to use in any manner, copy, modify, adapt, publish, translate, create derivative works, publicly perform or display, and distribute such information.

You warrant that any information You submit to the Website is free of any software viruses, malware, worms, Trojan horses, or other computer code, files, or programs that may disrupt, damage, or interfere with the proper functioning of the Website, Content, or Services.

Ejenta reserves the right to remove any information You submit at any time for any reason or for no reason.

Except as required by any applicable statute, Ejenta shall not be responsible for any use or disclosure of any information You submit to the Website or Ejenta. You acknowledge that information, such as electronic data from monitors or devices or Content, may be compromised or impermissibly obtained by third parties, particularly during transmission of such data, and that Ejenta shall not be responsible for any disclosure or use of such information impermissibly obtained by a third party.

5. Account Information

You may need an account to utilize the Website, Content, or Services. You may create an account by following the instructions provided on the Website. You shall protect any passwords and account information and take full responsibility for your use of any of your accounts. If You learn of any unauthorized use of your password or account, You must contact Ejenta immediately.

As Ejenta will be accessing and using data related to You from third parties (e.g., BodyTrace, Withings), You hereby grant Ejenta permission to take whatever steps are necessary to allow

Ejenta to access and use such data, such as creating an account with such third parties on your behalf and providing consent on your behalf for Ejenta to access and use such data.

6. Links to Other Sites

The Website may contain links to third party websites that You may use to visit such third party websites. These links are provided solely as a convenience to You and not as an endorsement by Ejenta of the contents, products, services, or business practices of such third party websites. Ejenta is not responsible for the content, products, services, or business practices of linked third party websites and does not make any representations regarding the content, products, services, or business practices of such third party websites. If You decide to access or use linked third party websites, You do so at your own risk. You are responsible for taking precautions as necessary to protect yourself and your computer system from viruses, malware, worms, Trojan horses, and other harmful or destructive content.

7. Disclaimer of Warranties

THE WEBSITE, CONTENT, AND SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EJENTA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EJENTA DOES NOT WARRANT THAT THE WEBSITE, CONTENT, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE, CONTENT, SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EJENTA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE WEBSITE, CONTENT, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA PROVIDED BY THE WEBSITE, CONTENT, OR SERVICES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOU OR YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF THE WEBSITE, CONTENT, OR SERVICES, INCLUDING ANY DAMAGES TO YOUR HEALTH, INCLUDING DEATH, OR DAMAGES RESULTING FROM COMPUTER VIRUSES. EJENTA DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF, AND YOU SHOULD NOT RELY ON ANY WARRANTIES MADE BY ANY THIRD PARTIES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE THAT THE WEBSITE, CONTENT, AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA PROVIDED BY THE WEBSITE, CONTENT, OR SERVICES, DOES NOT CONSTITUTE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT AND SHOULD NOT BE RELIED UPON AS SUCH AND THAT YOUR USE OF THE WEBSITE IS NOT A SUBSTITUTE FOR MEDICAL ADVICE,

DIAGNOSIS, OR TREATMENT AS THAT IS THE RESPONSIBILITY OF YOUR PHYSICIAN OR HEALTH CARE PROVIDER.

YOU REPRESENT AND WARRANT THAT YOU HAVE CONSULTED A PHYSICIAN BEFORE USING THE WEBSITE, CONTENT, AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA PROVIDED BY THE WEBSITE, CONTENT, OR SERVICES.

8. Limitation of Liability

NEITHER EJENTA NOR ANY OTHER PARTY INVOLVED IN CREATING OR DELIVERING THE WEBSITE, CONTENT, OR SERVICES SHALL BE LIABLE TO YOU, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE WEBSITE, CONTENT, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA PROVIDED BY THE WEBSITE, CONTENT, OR SERVICES.

THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION (WHETHER BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR EQUITABLE CLAIM), EVEN IF EJENTA HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

THE FOREGOING LIMITATION APPLIES TO ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE WEBSITE, PRODUCTS, OR SERVICES, INCLUDING BUT NOT LIMITED TO: (I) ERRORS, MISTAKES, OR INACCURACIES; (II) PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVERS RELATED TO THE WEBSITE, INCLUDING ANY PERSONAL OR FINANCIAL INFORMATION STORED THEREIN; AND/OR (IV) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED THROUGH THE WEBSITE, CONTENT, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA PROVIDED BY THE WEBSITE, CONTENT, OR SERVICES.

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EJENTA SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES CAUSED BY A PHYSICIAN OR HEALTH CARE PROVIDER'S USE OR RELIANCE UPON THE WEBSITE, CONTENT, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA PROVIDED BY THE WEBSITE, CONTENT, OR SERVICES, IN PROVIDING MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT TO YOU.

EJENTA'S AGGREGATE LIABILITY TO YOU IN ANY CIRCUMSTANCE IS LIMITED TO \$100.

9. Indemnification

You agree to defend, indemnify, and hold harmless Ejenta, its licensors, licensees, distributors, agents, representatives and other authorized users, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, attorneys' fees, and expenses arising out of or in connection with (i) your use, including, without limitation, your use for a third party or any third party's use on your behalf, of the Website, Content, or Services, including, without limitation, any information or data provided by the Website, Content, or Services, (ii) your violation of these Terms of Service, (iii) your violation of any third party right, including, but not limited to, copyright, trademark, or privacy right, and (iv) any submission by You that causes damage to a third party.

You shall cooperate as fully as reasonably required in the defense of any claim. Ejenta reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not enter into any settlement agreement that affects the rights of Ejenta without Ejenta's prior written approval.

10. IP Ownership and Notices

Ejenta disclaims any liability for any third party content submitted or posted to the Website. If You believe that any materials on the Website infringe your copyright, trademark, or other intellectual property right, please send a written notification of your claim to Ejenta at the following address:

Ejenta, Inc.
Attention: IP Notices
89 De Boom Street
San Francisco, CA 94107

To provide effective notification, please provide the following information:

- (i) An electronic or physical signature of a person authorized to act on behalf of the owner of the intellectual property right that is allegedly being infringed;
- (ii) A description of the copyrighted work, trademark, or other intellectual property right that is allegedly being infringed;
- (iii) The location of the allegedly infringing material on the Website;
- (iv) Your name, address, email address, and telephone number;
- (v) The following statement: "I have a good faith believe that the use of the material is not authorized by the intellectual property owner"; and

- (vi) A statement under penalty of perjury that the information in the notification is accurate and that You are the owner of the intellectual property right or that You are authorized to act on behalf of the intellectual property right owner.

11. Amendment of Terms of Service and Termination

Ejenta reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Website, Content, and Services following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. If You do not agree to any changes made to these Terms of Service, You no longer have permission to browse or use the Website or Services and any rights granted to You herein are immediately terminated.

Ejenta may, in its sole discretion for any or no reason, terminate or suspend your use of the Website, Content, or Services at any time, without notice.

12. Relationship of Parties

No joint venture, partnership, employment, or agency exists between You and Ejenta, and nothing in these Terms of Service shall be construed as creating any joint venture, partnership, or employment relationship.

13. Assignment

These Terms of Service may not be assigned by You without the prior written approval of Ejenta. Ejenta may assign these Terms of Service without your consent.

14. Severability

If any provision of these Terms of Service is deemed invalid or unenforceable under any statute, regulation, ordinance, or by a court of competent jurisdiction, then such provision shall be deemed reformed or deleted but only to the extent necessary to comply with such statute, regulation, ordinance, or court, and the remaining provisions shall remain in full force and effect.

15. No Waiver

The failure of Ejenta to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless agreed to in writing by Ejenta. In addition, Ejenta's waiver of any breach of this Agreement by You will not be a waiver of any other prior or subsequent breach.

16. Integration

These Terms of Service constitute the complete and final expression of the entire and only understanding between You and Ejenta relating to the subject matter of this agreement and supersedes any prior written or oral representations.

17. Governing Law and Venue

These Terms of Service shall be governed by the laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between You and Ejenta that arises in whole or in part from your use of the Website, Content, or Services shall be decided exclusively by a court of competent jurisdiction located within San Francisco County, California or by the United States District Court for the Northern District of California, and You agree to the personal jurisdiction of such courts.

TERMS OF SERVICE FOR HEALTH CARE PROVIDERS

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1. Definitions

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“User” shall refer to the individual who browses or uses the Website.

“You” shall refer to the physician or clinician utilizing the Website in connection with a patient.

2. Acceptance of the Terms of Service

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3. Use of Website and Content

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You may not transfer any of the rights granted to You herein to any other person or entity. You may not allow any third party to use the Website, Content, or Services on your behalf. Any rights not expressly granted to You herein are expressly reserved by Ejenta.

You shall not reverse engineer, decompile, or disassemble the Website. You shall not modify, alter, tamper with, or create derivative works of the Website or Content.

You agree not to use the Website, Content, or Services for any unlawful, fraudulent, or abusive purpose. Ejenta has the right to interrupt, suspend, or terminate your access to the Website or any Services if it suspects that You are engaging in unlawful, fraudulent, or abusive activity.

If You violate any of the terms of these Terms of Service, your permission to use the Website, Content, and Services automatically terminates.

You acknowledge that You are solely responsible for your use of the Website, Content, and Services. You acknowledge that Ejenta is not responsible for any use of the Website, Content, and Services by You or any person acting on your behalf.

To the extent that your use of the Website, Content, or Services results in the creation of any intellectual property, including, without limitation, any patentable inventions or improvements, You hereby agree to assign and do hereby assign all of your right, title, and interest in and to such inventions and improvements to Ejenta. You agree to provide whatever assistance is reasonably required to perfect Ejenta's ownership in such inventions and improvements.

4. User Submitted Information

You warrant that You own all intellectual property rights in any information You submit, directly or indirectly by a third party on your behalf, to the Website or to Ejenta (including, without limitation, data submitted to or collected by the Website or Ejenta from any monitors or other devices or third party websites that provide information or data at your request) or that You have the appropriate license rights from the owner to submit such information, including, without limitation, any data submitted to or collected by the Website or Ejenta from any monitors or other devices or third party websites that provide information or data at your request. By submitting such information to the Website or permitting such information to be collected by the Website or Ejenta, You grant Ejenta a worldwide, perpetual, irrevocable, royalty-free, transferable right and license to use in any manner, copy, modify, adapt, publish, translate, create derivative works, publicly perform or display, and distribute such submitted information.

You warrant that any information You submit to the Website is free of any software viruses, malware, worms, Trojan horses, or other computer code, files, or programs that may disrupt, damage, or interfere with the proper functioning of the Website, Content, or Services.

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Except as required by any applicable statute, Ejenta shall not be responsible for any use or disclosure of any information You submit to the Website or Ejenta. You acknowledge that information, such as electronic data from monitors or devices or Content, may be compromised or impermissibly obtained by third parties, particularly during transmission of such data, and that Ejenta shall not be responsible for any disclosure or use of such information impermissibly obtained by a third party.

5. Account Information

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learn of any unauthorized use of your password or account, You must contact Ejenta immediately.

As Ejenta will be accessing and using data related to You from third parties (e.g., Withings), You hereby grant Ejenta permission to take whatever steps are necessary to allow Ejenta to access and use such data, such as creating an account with such third parties on your behalf and providing consent on your behalf for Ejenta to access and use such data.

6. Links to Other Sites

The Website may contain links to third party websites that You may use to visit such third party websites. These links are provided solely as a convenience to You and not as an endorsement by Ejenta of the contents, products, services, or business practices of such third party websites. Ejenta is not responsible for the content, products, services, or business practices of linked third party websites and does not make any representations regarding the content, products, services, or business practices of such third party websites. If You decide to access or use linked third party websites, You do so at your own risk. You are responsible for taking precautions as necessary to protect yourself and your computer system from viruses, malware, worms, Trojan horses, and other harmful or destructive content.

7. Disclaimer of Warranties

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8. Limitation of Liability

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9. Indemnification

You agree to defend, indemnify, and hold harmless Ejenta, its licensors, licensees, distributors, agents, representatives and other authorized users, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, attorneys' fees, and expenses arising out of or in connection with (i) your use, including, without limitation, your use for a third party or any third party's use on your behalf, of the Website, Content, or Services, including, without limitation, any information or data provided by the Website, Content, or Services, (ii) your violation of these Terms of Service, (iii) your violation of any third party right, including, but not limited to, copyright, trademark, or privacy right, and (iv) any submission by You that causes damage to a third party.

You shall cooperate as fully as reasonably required in the defense of any claim. Ejenta reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not enter into any settlement agreement that affects the rights of Ejenta without Ejenta's prior written approval.

10. IP Ownership and Notices

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Ejenta, Inc.
Attention: IP Notices
89 De Boom Street
San Francisco, CA 94107

To provide effective notification, please provide the following information:

- (i) An electronic or physical signature of a person authorized to act on behalf of the owner of the intellectual property right that is allegedly being infringed;
- (ii) A description of the copyrighted work, trademark, or other intellectual property right that is allegedly being infringed;
- (iii) The location of the allegedly infringing material on the Website;
- (iv) Your name, address, email address, and telephone number;
- (v) The following statement: "I have a good faith believe that the use of the material is not authorized by the intellectual property owner"; and

- (vi) A statement under penalty of perjury that the information in the notification is accurate and that You are the owner of the intellectual property right or that You are authorized to act on behalf of the intellectual property right owner.

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These Terms of Service may not be assigned by You without the prior written approval of Ejenta. Ejenta may assign these Terms of Service without your consent.

14. Severability

If any provision of these Terms of Service is deemed invalid or unenforceable under any statute, regulation, ordinance, or by a court of competent jurisdiction, then such provision shall be deemed reformed or deleted but only to the extent necessary to comply with such statute, regulation, ordinance, or court, and the remaining provisions shall remain in full force and effect.

15. No Waiver

The failure of Ejenta to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless agreed to in writing by Ejenta. In addition, Ejenta's waiver of any breach of this Agreement by You will not be a waiver of any other prior or subsequent breach.

16. Integration

These Terms of Service constitute the complete and final expression of the entire and only understanding between You and Ejenta relating to the subject matter of this agreement and supersedes any prior written or oral representations

17. Governing Law and Venue

These Terms of Service shall be governed by the laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between You and Ejenta that arises in whole or in part from your use of the Website, Content, or Services shall be decided exclusively by a court of competent jurisdiction located within San Francisco County, California or by the United States District Court for the Northern District of California, and You agree to the personal jurisdiction of such courts.