

## LITLINGO TERMS OF SERVICE AND LICENSE AGREEMENT

Effective August 31, 2020

Together with its subsidiaries and other affiliates, LitLingo Technologies Inc., a Delaware corporation (“LitLingo”), makes available the “Site” (websites including, without limitation, [www.litlingo.com](http://www.litlingo.com) and all sub-domains), “Software” (software and mobile applications), and all related services (including, without limitation, analysis, review, application of campaigns to User Content, managed services, professional services, support, feedback, and interconnection services (collectively, the “Services”) to help people and businesses communicate effectively and to help ensure safer communications. Access to and use of LitLingo’s existing Site, Software and/or Services, as well as any future Sites, Software and/or Services provided by LitLingo are governed by this Terms of Service and License Agreement (“Terms”).

**PLEASE READ THIS ENTIRE AGREEMENT. IT IS A CONTRACT BETWEEN YOU AND LITLINGO, AND GOVERNS YOUR ACCESS TO AND USE OF THE SITE, SOFTWARE AND/OR SERVICES. THE TERMS CONTAIN AN ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. THIS MEANS YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT OR JURY DECIDE YOUR CASE, AND YOU ARE WAIVING YOUR RIGHT TO PURSUE CLAIMS AS A PLAINTIFF IN A CLASS ACTION OR AS A MEMBER OF ANY COMBINED, CONSOLIDATED OR OTHER REPRESENTATIVE PROCEEDING. PLEASE READ IT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. YOU HAVE A RIGHT TO OPT OUT OF THESE PROVISIONS AS SET FORTH IN SECTION 18 BELOW.**

**SECTIONS 15-16 OF THIS AGREEMENT LIMITS LITLINGO’S LIABILITY AND DISCLAIMS WARRANTIES. IT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.**

As set forth below, these Terms relate to your use of the Site, Software and/or Services as an individual subscriber, including to use a Trial (as defined below) of the Software and/or Services. This agreement is between you, individually, and LitLingo (called an “Individual Subscriber”). As set forth below, Individual Subscribers’ use of the Software and/or Services under these Terms is limited exclusively to their individual use only.

If you are an employee, authorized agent, contractor, faculty member or student of a university, school, government entity or other entity or organization (“Enterprise”) and are accessing or using the Software and/or Services (including to use a Trial) in connection with User Content (defined below) associated with your Enterprise or User Content through Communications Channels provided by your Enterprise, you represent that you have the permission and consent of (i) your Enterprise and (2) any other person who is a party to the User Content used in connection with the Software and/or Services. You further represent and agree that you will not use the Software and/or Services in connection with User Content unless you are a party to the particular User Content involved.

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## 1. Scope of Agreement

Unless you are a party to a Subscription License and Subscription Services Agreement with LitLingo, these Terms govern all aspects of the relationship between you and LitLingo and expressly includes any and all users of the LitLingo Site, Software and Services. Before you can use any of these Services, you must agree to all of the terms and conditions herein. These Terms incorporate by reference documents, including the [LitLingo Privacy Policy](#), which affects your rights, and you should read them carefully. If you do not agree to all of these Terms, including all incorporated agreements and documents, you cannot create and maintain a LitLingo account, and cannot access or use the Site, Software and/or Services. In that event, your only remedy is to immediately stop using the Site, Software and/or Services. By doing so, you represent and confirm that you are at least 18 years of age, that you are legally able to enter into the agreements contained in the Terms, and that you have read, understand, and agree to be bound by the Terms.

## 2. Modification

LitLingo reserves the right, in its sole discretion, to modify this Agreement and any of its terms, and any other documents incorporated by reference herein, at any time or to suspend or terminate the offering of Services provided for herein. If we do, we will notify you of changes by posting them on the Terms pages on the Site and/or by sending you a message through email associated with your account or by any other appropriate means. Amendments will become effective the day they are posted for new users, and thirty (30) days after they are posted on the Site for existing account holders. Any use of the Site, Software and/or Services pursuant to these Terms after the expiration of the thirty (30) day notice period shall constitute your consent to the changes.

LitLingo also reserves the right at any time to (i) change any information, specifications, features or functions of the Site, Software and/or Services, including any Trial, (ii) suspend or discontinue, temporarily or permanently, any or all of the Software and/or Services or any Trial, including the availability of any feature, database or content, or (iii) impose limits on certain features of the Software or Services or restrict access to parts or all of the Services, including any Trial, in each case with or without prior notice and without any liability to you or any third party. LitLingo will use its commercially reasonable efforts to notify you of material changes to the Services and/or Software that, in LitLingo's reasonable opinion, have the effect of materially and adversely diminishing the functionality of the Software or Services to which you have subscribed.

### 3. Registration and Security

By completing the registration process, you are agreeing to subscribe to the selected Software and/or Services, subject to the terms and conditions of these Terms. If enabled by LitLingo, you may register for an account using certain approved third-party account and log-in credentials (your "Third-Party Site Password"), such as your Google credentials. You agree to provide LitLingo with accurate and complete registration information and to promptly notify LitLingo in the event of any changes to any such information or unauthorized access.

You shall be solely responsible for the security and proper use of all user IDs, passwords (including Third-Party Site Passwords) or other security devices used in connection with the Site, Software and/or the Services, and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed to or used by any other person or entity. You shall immediately inform LitLingo if there is any reason to believe that a user ID, password or any other security device issued by LitLingo has or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way. LitLingo reserves the right (at its sole discretion) to request that you change your password(s) in connection with the Site, Software and/or Services, and you agree to promptly comply with any such request.

You are solely responsible for all activity in connection with access to the Site, Software and/or Services through your account or using your password, and for the security of your computer systems. In no event shall LitLingo be liable to you or to any third party for any loss or damages arising out of or relating to such activity. Notwithstanding the foregoing, you may be liable for the losses of LitLingo or others due to such unauthorized use. Your account is nontransferable except with LitLingo's written permission.

## 4. Messaging, SMS or Text Messages

By creating a LitLingo Account, you agree that LitLingo may send you text (SMS) messages and/or email messages as part of the normal business operation and your use of the Site, Software and/or Services. Such uses include, without limitation, to provide you with information you requested from us, to let you know about features, functions, improvements or changes, or other aspects of your LitLingo Account. These text (SMS) messages and/or email messages may be automated or non-automated, and while LitLingo does not charge you to send or receive such messages, other message and data rates may still apply from your carrier or other provider. You may opt-out of receiving text (SMS) messages and/or email messages from LitLingo at any time by contacting our team at [support@litlingo.com](mailto:support@litlingo.com) though we may still send you messages that are required for the proper functioning of the Site, Software and/or Services. If you do not wish to receive any messages from LitLingo, you must terminate your Account and cease using the Site, Software and/or Services. You acknowledge that opting out of receiving text (SMS) and/or email messages may impact your use of and ability to fully use the Site, Software and/or Services.

## 5. Licenses

If you are an Individual Subscriber: In consideration for your acceptance of these Terms and your payment of all applicable Fees (as defined below), LitLingo grants you a personal, limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Site, Software and/or Services solely for your own individual purposes.

Enterprise Subscribers are required to have a separate agreement with LitLingo. You may not access or use the Site, Software and/or Services as part of an Enterprise Subscriber's Account, except pursuant to the written agreement between LitLingo and your Enterprise. These Terms govern the use of the Site, Software and/or Services for individual use (including Trial), whether or not you use them associated with an Enterprise and/or with User Content used in, stored by, transmitted through or communicated via an Enterprise-provided Communication Channel (e.g., email, chat, messaging, shared word processing system, or ticketing system), which is your sole decision, and LitLingo will not be liable in any way for any claim arising out of or relating to your decision to use the Site, Software and/or Services therewith. You are not authorized to use the Site, Software and/or Services as a means or method to directly or indirectly attempt to, or avoid or circumvent the requirement that Enterprise Subscribers be parties to a separate written agreement and order form with LitLingo. For avoidance of doubt, these Terms do not grant you any right to combine your individual use with any other Individual Subscriber or to directly or indirectly attempt to provide or provide in whole or part the Site, Software and/or Services to an Enterprise.

## 6. Prohibited Conduct

You may access and use the Site, Software and/or Services only in accordance with any instruction manuals, user guides and other documentation as made available by LitLingo from time to time (“Documentation”).

LITLINGO RESERVES THE RIGHT, IN ITS SOLE DISCRETION TO IMPOSE LIMITS ON THE NUMBER OF COMMUNICATIONS AND THE NUMBER OF COMMUNICATIONS CHANNELS YOU MAY ACCESS IN A 24-HOUR OR 30-DAY PERIOD FOR INDIVIDUAL SUBSCRIBERS (the “Communications Limits”). Such Communications Limits shall be posted on the LitLingo website (<https://www.litlingo.com>) or applicable third-party integration website or store, if any.

In addition, you may not:

- a. acquire, access, analyze, use, store, copy, transmit User Content in violation of law or without any and all required notice or consent.
- b. copy, modify or create derivative works based on the Site, Services, Software or Documentation, or any portion(s) of any of the foregoing (individually and collectively, “LitLingo IP”);
- c. distribute, transmit, publish or otherwise disseminate any LitLingo IP;
- d. download or store any LitLingo IP except to the extent explicitly permitted on the Site;
- e. transfer to any third party any of your rights under these Terms;
- f. access or use the Services, Software or LitLingo IP for the benefit of any third party;
- g. access content or data not intended for you, log onto a server or account that you are not authorized to access, or otherwise violate or attempt to violate any security or authentication feature or measures of the Site, Software and/or Services;
- h. attempt to access or derive the source code or architecture of any Software;
- i. attempt to probe, scan or test the vulnerability of the Site, Services and/or Software, or any associated system or network, or to breach any security or authentication feature or measures of the Site, Software and/or Services (except with LitLingo’s express permission in connection with your participation in one of LitLingo’s security testing programs), and if you are blocked by LitLingo from accessing the Site, Software and/or Services (including by blocking your IP address), you will not implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address);
- j. interfere or attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting malicious software or computer code (“Malicious Code”) to the Site or Services, load testing, overloading, “flooding,” “spamming,” “mail bombing,” “crashing,” or loading or attempting to load non-composed language;
- k. email or otherwise transmit any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains any Malicious Code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person or entity; (v) constitutes unsolicited or unauthorized materials; or (vi) is otherwise objectionable;

- l. automate access to the Site or the Services, including, without limitation, through the use of APIs, bots, scrapers or other similar devices;
- m. export or re-export any LitLingo IP;
- n. use or access any Services, Software or LitLingo IP in order to build, market or sell a competitive product, service or solution or attempt to do so;
- o. violate any applicable law or regulations in connection with your use of the Site, Software and/or Services;
- p. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including, without limitation, an Enterprise Subscriber; or
- q. permit any third party to do any of the foregoing, or attempt to do any of the foregoing, or conspire with any third party to attempt to or do any of the foregoing.

LitLingo may offer certain Software, including certain interfaces, for download from the Site (“Ancillary Software”). Subject to the other terms and conditions of these Terms, you may install and use Ancillary Software on computers owned, leased or otherwise controlled by you, solely in conjunction with your authorized use of the Software and/or Services. Upon expiration or termination of these Terms for any reason, you shall cease any further use of the Ancillary Software and shall promptly destroy all copies thereof in your possession.

Certain Services or Software (including Ancillary Software) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Services or Software (“Specific Terms”). In such cases, the applicable Specific Terms will be made available to you and your access to and use of the relevant Services or Software will be contingent upon your acceptance of and compliance with such Specific Terms.

Certain Services or Software (including Ancillary Software) may contain or otherwise make use of software, code or related materials from third parties, including “open source” or “freeware” software (“Third Party Components”). Certain Third-Party Components may be subject to separate license terms that accompany such Third-Party Components that, to the extent they conflict these Terms, supersede the terms contained herein. For your convenience, LitLingo will make available a list of Third-Party Components upon request.

## 7. Fees, Payment, and Trial Memberships

If you have registered to use certain Services and/or Software on a trial basis, then you may use such Services and Software only for noncommercial evaluation purposes during the applicable trial period.

Your access to or use of the Software and/or Services shall be contingent upon your payment of all applicable fees as described on the Site or Software at the time (“Fees”).

Upon registering for Software or Services, you may be required to designate a valid payment method. You hereby authorize LitLingo to charge to your designated account all Fees relating to the Services you

select, and you agree to pay all such Fees in accordance with the applicable payment method terms and conditions.

LitLingo reserves the right to revise its Fees, including by increasing or adding new Fees, at any time on ten (10) days' notice. Such notice may be sent to you by email to your most recently provided email address or posted on the Site or by any other manner chosen by LitLingo in its commercially reasonable discretion. You will be deemed to have received any such notice that is posted on the Site on the day it was posted. Your use of the Services after the ten (10) day notice period constitutes your acceptance of the new or revised Fees. If you do not agree to the revised Fees, you may cancel your subscription by contacting support at [support@litlingo.com](mailto:support@litlingo.com) or by sending us correspondence to the mailing address at the conclusion of these Terms.

### **Continuous membership**

To ensure uninterrupted service, any subscriptions to the Site, Software and/or Services are renewed automatically. You hereby authorize LitLingo to charge subscription Fees for the renewal period to the payment method on file. All subscriptions are renewed at the subscription level(s) and Fees in effect at the time the then-current subscription term ends. You may cancel the subscription at any time by following the "View cancellation instructions" link below.

### **Free trial**

LitLingo may offer a free trial membership from time to time with regard to certain Software or Services (a "Trial"). By accessing or using the Site, Software and/or Services, you agree to the terms of any such Trial and further agree to any changes LitLingo may make to such Trial as described in the section titled "Modification." If you cancel the Software or Services before the end of the trial period, all your rights to any remaining free trial period will be waived, and you will not be eligible to participate in any further Trials, except as allowed by LitLingo in its sole discretion.

## **8. Termination and Refund Policy**

This Agreement shall continue until you cancel your subscription or until terminated by LitLingo. You may cancel your subscription at any time. If you cancel after your subscription renewal date, you will not receive a refund for any amounts that have been charged. Your cancellation will be effective at the end of your then-current subscription period, subject to applicable law, and you may use the Services until your cancellation is effective (unless your access is suspended or terminated as set forth below).

LitLingo may deny you access to all or any part of the Services or terminate your account with or without prior notice if you engage in any conduct or activities that LitLingo determines, in its sole discretion, violate these Terms or the rights of LitLingo or any third party, or is otherwise inappropriate. Without limitation, LitLingo may deny you access to the Services, or terminate these Terms and your account, if you violate the Communication Limits referenced in the section titled "License."

Upon termination of your account(s) for any reason, your right to use the Site (including any of its content), Software or Services will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and miscellaneous provisions.

Except as may be expressly set forth herein, all Fees paid or accrued in connection with any Services are non-refundable, and LitLingo will not prorate any Fees paid for a subscription that is terminated before the end of its term.

## 9. Access to Services

You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to or access the Site or otherwise use the Services, including, without limitation, modems, hardware, software, internet service and telecommunications capacity. You shall be solely responsible for ensuring that such equipment and ancillary services are compatible with the Services and Software.

## 10. Mobile Services

The Site, Software and/or Services may include products and services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Site from a mobile device, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that LitLingo may communicate with you regarding LitLingo and other entities by electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your mobile telephone number.

## 11. User Content

You are solely responsible for all text, documents, information or other content or information uploaded, entered, accessed, interconnected or otherwise transmitted or used by you in connection with your use of the Software and/or Services ("User Content") regardless of the Communications Channel. User Content is without regard the Communications Channel used or deployed. LitLingo has the right, but not the obligation to monitor any User Content and shall have no liability to you or any other person



or entity with respect thereto, including, without limitation, liability with respect to any information (including your confidential information) contained in or apparent from any User Content. You warrant, represent, covenant and agree that you have not accessed, acquired, stored, transmitted or otherwise used User Content in violation of law and that you have provided all required notices and have obtained all required consents in connection therewith. You further warrant, represent, covenant and agree that you own or have a valid and enforceable license to use all User Content, and that no User Content infringes, misappropriates or violates the rights (including, without limitation, any copyrights or other intellectual property rights) of any person or entity or any applicable law, rule or regulation of any government authority of competent jurisdiction. LitLingo is not responsible for the loss, corruption or other changes to User Content. Without limiting the foregoing, any feature(s) of the Software and/or Services that may permit you to temporarily save or otherwise store User Content is offered for your convenience only and LitLingo does not guarantee that the User Content will be retrievable. You are solely responsible for saving, storing and otherwise maintaining User Content including by maintaining backup copies of your User Content on appropriate independent systems that do not rely on the Software and/or Services.

You retain all right, title, and interest in and to your User Content. By uploading or entering any User Content, you give LitLingo (and those it works with) a nonexclusive, worldwide, royalty-free and fully-paid, transferable and sublicensable, perpetual, and irrevocable license to copy, store and use your User Content in connection with the provision of the Software and the Services, to improve the algorithms underlying the Software and the Services or to develop new products, features, or functionality.

## 12. Data collection and Privacy

LitLingo does not collect personally identifiable information from you except as described in its Privacy Policy. The Privacy Policy is an integral part of these Terms and is expressly incorporated by reference, and by entering into these Terms you agree to (i) all of the terms of the Privacy Policy, and (ii) LitLingo's use of data as described in the Privacy Policy is not an actionable breach of your privacy or publicity rights.

LitLingo may from time to time update or revise the Privacy Policy. If LitLingo updates or revises the Privacy Policy, LitLingo will notify you either by email to your most recently provided email address, by posting the updated or revised Privacy Policy on the Site or by any other manner chosen by LitLingo in its commercially reasonable discretion. Your use of the Site, Software and/or Services following any such update or revision constitutes your agreement to be bound by and comply with the Privacy Policy as updated or revised.

In addition, LitLingo may engage third parties to conduct risk control and fraud detection/prevention activities. As part of such engagements, if you initiate a transaction on the Site or through the Software or Services, LitLingo may give such third parties access to your pertinent credit card and other personal information. Such third parties may only use such personal information for purposes of performing risk control and fraud detection/prevention activities for us. However, they may also convert such personal information into hashed or encoded representations of such information to be used for statistical and/or

fraud prevention purposes. By initiating any such transaction, you hereby consent to the foregoing disclosure and use of your information for this express purpose.

## 13. Ownership

All intellectual property rights in and to the User Content are and shall remain your property, and LitLingo shall acquire no right of ownership with respect to your User Content.

All intellectual property rights in and to the Software, Site and Services and other LitLingo IP are and shall remain the sole property of LitLingo and its affiliates and licensors, as applicable, and you shall acquire no right of ownership or use with respect to any Software or other LitLingo IP except as specified in these Terms. Without limiting the foregoing, you acknowledge that the Software and the Service and the inventions, know-how and methodology embodied therein are proprietary to, and contain valuable trade secrets of, LitLingo and its affiliates and licensors, as applicable, and that the Software constitutes Confidential Information of LitLingo.

## 14. Indemnity

You shall indemnify, release and hold harmless LitLingo and its parents, subsidiaries, affiliates, licensors and suppliers, and each of their respective officers, directors, employees and agents, from and against any loss, liability (including settlements, judgments, fines and penalties) and costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any claim or demand made by any third party due to or arising out of your access to the Site, use of the Services or Software, violation of these Terms, or infringement of any intellectual property or other right of any person or entity. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## 15. Warranty Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LITLINGO, ITS LICENSORS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE SITE, SERVICES, AND SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, OR REGARDING SECURITY, QUIET ENJOYMENT, RELIABILITY, TIMELINESS AND PERFORMANCE. YOU AGREE THAT YOUR USE OF THE SITE, SERVICES AND SOFTWARE ARE AT YOUR OWN SOLE RISK

AND THAT THE SITE, SERVICES AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, LITLINGO AND ITS LICENSORS AND ITS SUPPLIERS DO NOT WARRANT THAT THE OPERATION OF THE SITE, SERVICES AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR-FREE.

## 16. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SOFTWARE AND/OR SERVICES, INCLUDING THE ACQUISITION, TRANSFER, REVIEW, ANALYSIS, INTERCONNECTION OR STORAGE AND USE OF USER CONTENT, REMAINS WITH YOU. IN NO EVENT SHALL LITLINGO BE LIABLE WITH RESPECT TO THE SITE, SERVICES AND/ OR SOFTWARE FOR (I) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES YOU HAVE ACTUALLY PAID TO LITLINGO DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY OR IF NO SUCH FEES WERE PAID \$100; (II) ANY LOST PROFITS, LOST OR DAMAGED OR INACCESSIBLE USER CONTENT OR OTHER DATA, OR FAILURE TO MEET ANY DUTY, INCLUDING WITHOUT LIMITATION GOOD FAITH AND REASONABLE CARE; OR (III) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OR FORESEEABILITY.

YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL AND MATERIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN LITLINGO AND YOU. YOU UNDERSTAND THAT THE SITE, SERVICES AND SOFTWARE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

CERTAIN STATES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "WARRANTY DISCLAIMERS" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

## 17. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to any choice of law, conflicts of law or other principles that would result in the applicable

of the laws or regulations of any other jurisdiction. Subject to the section titled “ARBITRATION AND CLASS ACTION WAIVER,” any legal action or proceeding arising out of or relating to these Terms or to the relationship between you and LitLingo shall be instituted in a state court in Travis County, Texas or the United States District Court for the Western District of Texas. You and LitLingo agree to submit to the jurisdiction of, and agree that venue is proper in, such courts in any legal action or proceeding for any dispute that is not subject to binding arbitration, and agree to waive all objections to personal jurisdiction, venue or to inconvenient forum in such courts.

## 18. Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

18.1 Definition of “Disputes” That Are Subject to Binding Arbitration. The provisions set forth in this Section govern the process for resolving all “Disputes” between you and LitLingo. For purpose of this Section, the term “Dispute” means any dispute, claim, or controversy between you and LitLingo, regardless of when it accrued, that refers to, relates to or in any way involves your use of the Site, Software and/or Services, or to the relationship between you and LitLingo, regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or on any other legal or equitable theory. “Dispute” also includes a dispute between you and LitLingo regarding the validity, enforceability or scope of this “ARBITRATION AND CLASS ACTION WAIVER” section and you expressly agree that any Dispute regarding the enforceability, validity or scope of this “ARBITRATION AND CLASS ACTION WAIVER” section will be resolved exclusively by the arbitrator and not a court (with the exception of the enforceability of the Class Action Waiver clause below). The term “Dispute” is to be given the broadest possible meaning that will be enforced, encompasses all Disputes regardless of when they accrued and is therefore expressly intended to be retroactive. If you have a Dispute with LitLingo or any of its officers, directors, employees and/or agents that cannot be resolved through negotiation within the time frame set forth in the “Pre-Arbitration Dispute Resolution” process described below, then you and LitLingo agree to seek resolution of the Dispute only through final and binding arbitration of that Dispute in accordance with the terms of this Section. Accordingly, by entering into these Terms, you are expressly agreeing to arbitrate all Disputes and are affirmatively waiving your right to litigate any Dispute in court, except for those matters listed below in the “Exclusions from Arbitration” section. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

18.2 Pre-Arbitration Dispute Resolution. LitLingo is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer’s satisfaction by emailing customer support at [support@litlingo.com](mailto:support@litlingo.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to LitLingo should be sent to LitLingo Legal Department: 1401 Lavaca St Ste 567 Austin, TX 78701. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If LitLingo and you do not resolve the claim within forty-five (45) calendar days after the Notice is received, you or LitLingo may commence an arbitration proceeding as set forth below. During the arbitration, the amount of any settlement offer made by LitLingo or you shall not be

disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or LitLingo is entitled.

18.3 Agreement to Arbitrate. You and LitLingo agree that with the exception of the express provisions in the section titled “Exceptions to Arbitration Agreement” and questions as to the revocability, validity or enforceability of the section titled “No Class Actions, Consolidated or Representative Proceedings, below, any Dispute as defined above shall be settled by final and binding arbitration (the “Arbitration Agreement”) by JAMS pursuant to its Streamlined Arbitration rules and Procedures and the JAMS Consumer Minimum Standards which are available on JAMS’ website: [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 1-800-352-5267 and requesting a copy. Note that with the exception of the No Class Actions, Consolidated or Representative Proceeding section as set forth below, any issue raised regarding the enforceability, applicability or scope of this Arbitration Agreement is a “Dispute” as defined above and therefore must be resolved by the arbitrator and not a court. Either party may initiate arbitration under JAMS by filling out a form entitled Demand for Arbitration and filing that form with JAMS pursuant to the instructions on their website. The Demand for Arbitration form is available online at [www.jamsadr.com](http://www.jamsadr.com). Click “ADR Services,” then “ADR Forms” to obtain a copy, although the location of forms may be changed or modified by JAMS without notice.

18.4 Exceptions to Arbitration Agreement. You and LitLingo agree that the only claims that are exempt from the final and binding arbitration are: (i) claims related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; and (ii) matters that fall within the jurisdiction of the applicable small claims court.

18.5 Arbitration Rules and Governing Law. This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 14, including its procedural rules. To the extent that any provision of the Federal Arbitration Act conflicts in any way with any Texas substantive or procedural law, the provisions of the Federal Arbitration Act will control. The arbitration will be administered by JAMS in accordance with its Streamlined Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards and/or other JAMS arbitration rules determined to be applicable by JAMS (the “JAMS Rules”) then in effect, except as modified below. The JAMS Rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 1-800-352-5267.

18.6 Modification to JAMS Rules. You and LitLingo agree that the JAMS Rules shall be modified as follows:

a. Arbitration Hearing/Location. In order to make the arbitration most convenient to you, LitLingo agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in Travis County, Texas; (c) in any other location to which you and LitLingo both agree; (d) via phone or video conference; or (e) solely on the submission of documents. Any Demand for Arbitration in which the claimant demands \$15,000 or less shall be a desk arbitration and conducted solely based on the submission of documents to the arbitrator and shall not be entitled to a formal hearing.

b. Attorney’s Fees and Costs. If you are the claimant and you are able to demonstrate that paying the JAMS filing fee creates a hardship for you, then LitLingo agrees to reimburse you for

the cost of filing. LitLingo further agrees to reimburse you for the balance of any initial filing fee required by JAMS in excess of \$200 for claims of \$10,000 or less, regardless of hardship. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the JAMS Rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, LitLingo agrees that it will not seek, and hereby waives all rights it may have under applicable law or the JAMS Rules, to recover attorneys' fees and expenses if it prevails in arbitration.

18.7 Arbitrator's Decision. The arbitrator is required to follow applicable law in rendering his or her decision. The arbitrator is authorized to award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim when such relief is allowed by law. The arbitrator's award shall be a reasoned opinion, shall be in writing and shall state the factual and legal basis upon which it is decided with particularity. The arbitrator is not empowered to award any damages prohibited by the parties in these Terms.

18.8 Confidentiality. You and LitLingo agree that all proceedings before the arbitrator are to be confidential. This confidentiality provision governs all aspects of the arbitration including documents exchanged and submitted, all testimony, all briefing and all communications made between us or between either of us and the arbitrator. The only exception to this paragraph is court filings necessary to confirm an arbitration order.

18.9 Jury Trial Waiver. You and LitLingo acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

18.10 No Class Actions, Consolidated Actions or Representative Proceedings. You and LitLingo acknowledge and agree that each is each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative or collective proceeding as to all Disputes. Further, unless you and LitLingo both agree otherwise in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any consolidated, class or representative proceeding. The arbitrator may award relief (including monetary, injunctive and declaratory relief, only in favor of the individual party seeking relief, and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Notwithstanding any other provision of these Terms or the JAMS Rules, disputes regarding the revocability, validity or enforceability of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

18.11 Right to Opt-Out of Binding Arbitration and Class Action Waiver. If You do not wish to be bound by the binding arbitration and class action waiver in this Arbitration Agreement, You must send written notice addressed to the LitLingo Legal Department (Arbitration) within thirty (30) days of the date you accept these Terms, unless a longer period is required by applicable law. Your written notification must include: (i) your name (ii) your address, (iii) any unique LitLingo Account Identification such as your user ID and (iv) a clear statement that you do not desire to resolve disputes with LitLingo through arbitration. You must send your notification either by physical mail to:

**ATTN: LitLingo Legal/Arbitration**  
**Address 1401 Lavaca St Ste 567 Austin, TX 78701**

18.12 Severability. Except for the class action waiver, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect. If the class action waiver is found to be illegal or unenforceable, then the entirety of this Section shall be severed from the Agreement.

18.13 Modifications to this Arbitration Agreement. If LitLingo changes this Section after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice within thirty (30) days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of LitLingo’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and LitLingo in accordance with the provisions of the “ARBITRATION AND CLASS ACTION WAIVER” section that was in effect of the as of the date you last accepted these Terms.

18.14 Survival. The arbitration agreement contained in this Section will survive the termination of these Terms and will continue to apply even if you subsequently stop using the LitLingo Services and/or your LitLingo Account is terminated.

## 19. Links to Third Party Sites

Any links on the Site to third party websites are provided for your convenience only. If you choose to access third party websites or obtain products or services from third parties, you do so entirely at your own risk and such access is between you and such third party. LitLingo does not warrant or make any representation regarding the legality, accuracy or authenticity of content presented by such websites or any products or services offered by third parties and shall have no liability for any loss or damages arising from the access or use of such websites, products or services.

## 20. Feedback

By sending LitLingo any feedback, comments, questions, or suggestions concerning the Software or Services, including without limitation information regarding the accuracy of LitLingo’s analysis, marking, designation or application of campaigns, (collectively, “Feedback”) you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, sublicense or otherwise exploit the Feedback, and (iv) irrevocably

waive, and cause to be waived, against LitLingo and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your LitLingo Account or termination of the use of the Software or Services.

## 21. General provisions

*Entire Agreement.* If you and LitLingo have executed a separate Subscription Software License and Subscription Services Agreement applicable to your access to and use of the Site, Software and/or Services, then the terms and conditions of such Subscription Agreement shall prevail to the extent of any conflict with the terms and conditions of these Terms. In all other cases, these Terms constitute the entire agreement between LitLingo and you with respect to its subject matter, and supersedes all prior communications and proposals, whether electronic, oral or written, between LitLingo and you. No waiver or modification of any of the provisions of these Terms shall be binding unless in writing and signed by a duly authorized representative of each party.

*Assignment.* This Agreement and the rights and obligations herein are personal to you, and you may not assign or otherwise transfer these Terms or any of your rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of LitLingo. LitLingo may freely assign these Terms, including, without limitation, in connection with a merger, acquisition, bankruptcy, reorganization, or sale of some or all of our assets or stock.

*Construction.* If any one or more of the provisions of these Terms are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision(s) shall be replaced by a valid, legal and enforceable provision or provisions that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision(s).

*Waiver.* The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. A waiver by either party of any term or condition of these Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

*Force Majeure.* If LitLingo is unable to perform any obligation under these Terms because of any matter beyond its reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of LitLingo), epidemic, pandemic, acts of local or central government or other competent authorities, problems with telecommunications providers, hostile network attacks or other events beyond LitLingo's reasonable control (each, a "Force Majeure Event"), LitLingo will have no liability to you for such failure to perform; provided, however, that LitLingo shall resume performance promptly upon removal of the circumstances constituting the Force Majeure Event. If any Force Majeure Event continues for more than sixty (60) days, either LitLingo or you may terminate these Terms by delivery of written notice to the other party. You will remain responsible for all Fees incurred through the last day the Services were available.



*Third party beneficiaries.* You agree that, except as may be specifically provided herein, there shall be no third-party beneficiaries to these Terms.

*Section Headings.* Section titles in these Terms are for convenience only and have no legal or contractual effect.

## 22. Notice for California Users

Under California Civil Code Section 1789.3, users of the Site, Software and/or Services from California 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 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact LitLingo at the below address or email.

## 23. Contact Us

If you have any questions about these Terms of the LitLingo Platform, please contact us by sending an email to [legal@litlingo.com](mailto:legal@litlingo.com) or by writing to LitLingo Technologies Inc., 1401 Lavaca St Ste 567 Austin, TX 78701.