

## Iconically Terms of Use

Agreement Last Updated:

**April 24, 2022**

PLEASE READ THIS TERMS OF USE AGREEMENT (THE **"TERMS OF USE"**) CAREFULLY AS IT IS A BINDING AGREEMENT BETWEEN YOU AND ICONICALLY, INC. (**"COMPANY"**) (AND, AS APPLICABLE, ICON (AS DEFINED BELOW)) CONCERNING YOUR ACCESS TO AND USE OF THIS WEBSITE AND ANY OTHER WEBSITES RELATED, LINKED, OR OTHERWISE CONNECTED THERETO (THE **"WEBSITE"**), AND THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE Iconically PROGRAM (AS DESCRIBED BELOW) AND THE WEB PLATFORM THAT FACILITATES IT (TOGETHER WITH THE WEBSITE, THE **"SERVICES"**). BY ACCESSING OR USING THE SERVICES IN ANY WAY, CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY (AND, AS APPLICABLE, ICON), AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. THE TERM **"YOU"** REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. YOU MAY NOT ACCESS OR USE THE APPLICATION IF YOU ARE NOT AT LEAST 18 YEARS OLD; PROVIDED, HOWEVER, MINORS BETWEEN THE AGES OF 13 AND 18 YEARS OLD MAY ACCESS AND USE THE WEBSITE PROVIDED THAT THEY DO SO UNDER THEIR PARENT'S OR LEGAL GUARDIAN'S SUPERVISION AND THAT SUCH PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS OF USE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICES.**

**PLEASE BE AWARE THAT SECTION 16 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

**PLEASE BE AWARE THAT SECTION 2.3 (COMPANY COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS, PUSH NOTIFICATION AND PHYSICAL MAIL.**

Your use of, and participation in, certain Services may be subject to additional terms (**"Supplemental Terms"**) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the **"Agreement."**

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Company will make a new copy of the Terms of Use Agreement available at the Website, and any new Supplemental Terms will be made available from within, or through, the affected Service. We will also update the “Last Updated” date at the top of the Terms of Use Agreement. If we make any material changes, and you have registered with us to create an Account (as defined in Section 3.1 (Registering Your Account) below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Agreement. Any changes to the Agreement will be effective immediately for new users of the Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Registered Users, provided that any material changes shall be effective for Registered Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in Section 3.1 (Registering Your Account) below). Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. **Iconically PROGRAM.** Through the Website and Services, you will have the opportunity to apply to be the mentee (“**Mentee**”) of an icon in a particular field or industry (“**Icon**”). If selected, you will be part of a group of mentees (“**Cohort**”) of a predetermined size (which is set by the Icon in Icon’s sole discretion), to be instructed, trained, advised, and otherwise mentored by the Icon in accordance with these Terms of Use and the terms and requirements set forth by the Icon on such Icon’s landing Cohort landing page (“**Landing Page**”).

**1.1. Application.** All prospective mentees (“**Applicants**”) must submit an application, and either choose the Scholarship option (as described in Section 1.2 below) or pay the applicable application fee (“**Application Fee**”) to the Icon, for participation in Icon’s Cohort as a Iconically. The Application Fee, application criteria, requirements, and medium for each Applicant, and the offerings and rules for each Iconically and Cohort are established solely by the Icon as set forth on such Icon’s Landing Page. By applying to be a Iconically and/or being accepted into a Cohort, you and the Icon are entering into a direct agreement whereby you agree to pay the Application Fee established by the Icon in accordance with the payment terms herein, and the Icon agrees to provide you with all of the privileges and benefits that Icon makes available to mentees in the Cohort (“**Icon Services**”). If selected, there are no additional fees to participate in the Cohort, and you agree to full participation in the program as outlined by the Icon on such Icon’s Landing Page. If you are not selected, subject to Section 1.1(b) below, refunds of the Application Fee may be provided in our discretion, including in the following instances: (1) the Icon has not provided Application Feedback to your application or (2) You violate the terms of the Terms of Service; **provided however, You acknowledge that in some instances the Application Fee is not refundable, which may include your participation in any contests or promotions. See specific terms or Official Rules for additional refund policies.**

(a) **License to Use Application Materials.** When you apply to be a mentee, you may be asked to submit certain materials as requested by Icon, including, without limitation, written content, audio or video recordings (“**Audition Media**”), business plans, or other original content created by you (collectively, “**Application Materials**”). You hereby grant to Company a fully-transferable, royalty- free, perpetual, sublicensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, exploit and otherwise

use the Application Materials in any and all media whether now known or hereafter devised, including, without limitation, on and in connection with the Services and to advertise, market and promote the Website, Services, and any other products and services of Company. Further, by agreeing to these Terms of Use, You hereby grant to Company and Icon a non-exclusive, fully-transferable, royalty-free, worldwide, sublicenseable, irrevocable, and perpetual license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, exploit and otherwise use the Application Materials and all intellectual property related to the Application Materials.

(b) **Application Feedback.** At Icon’s sole discretion, Icon may provide feedback to certain applicants who are not selected for participation in a Cohort on their Application Materials (“**Application Feedback**”). The Application Feedback is and shall be owned exclusively by Company. As such, the Application Feedback should be kept private, and it should not be shared publicly. The Company hereby grants you a limited license to use the Application Feedback for your own personal, non-commercial purposes subject to these Terms of Use; provided, however, you agree not to distribute, publicly display, or otherwise disclose or publish any such Application Feedback to a third party. **If Icon elects to provide Application Feedback to your Iconically application, you hereby acknowledge and agree that you will not receive a refund of your Application Fee.**

1.2. **Scholarship Application.** Upon initiating an Application, you will have the option to either (1) pay the full Application Fee up front; or, if applicable, (2) choose the scholarship application option (“**Scholarship Application**”) to earn the Application Fee (“**Scholarship**”) sharing publicly a link to the Audition Media to gain votes (“**Upvotes**”). If the Scholarship feature is active, the first specified number of Applicants (“**Scholarship Threshold**”) to gain a specified number of Upvotes (“**Upvote Threshold**”), which Scholarship Threshold and Upvote Threshold shall be established by the Company in its sole discretion, will receive the Scholarship. Once the Scholarship Threshold has been met, the Scholarship Application option will be deactivated. However, any Applicant who has not met the Upvote Threshold prior to such deactivation, your Upvotes will be converted, at a conversion rate determined by Company in its sole discretion, to “coins” or credits (“**Iconically Coins**”) that can be used as credit to offset the Application Fee for future Applications by such Applicant. Scholarship Application shall be deemed an Application and subject to the terms and licenses contained in Section 1.1 of this Agreement. FOR THE AVOIDANCE OF DOUBT, Iconically COINS HAVE NO CASH VALUE AND CANNOT BE REDEEMED FOR CASH OR TRANSFERRED TO OTHER APPLICANTS OR IconicallyS.

1.3. **Ownership of Iconically Projects.** As a mentee, you may create content or intellectual property independent of the Services in connection with your work with Icon and/or your Cohort, including, without limitation, projects, compositions, audio or visual recordings, business plans, materials, or other original creations or developments (“**Projects**”). You agree to enter into a separate written agreement, in a form provided by Icon, with the Icon to determine ownership rights in any Projects you create and share. Until such written agreement is executed, you retain all intellectual property rights in, and are responsible for, the Projects you create and share. You grant Company a fully-transferable, royalty-free, perpetual, sublicenseable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use any Projects you create solely to provide and improve the Services and to advertise, market and promote the Website, Services, and any other products and services of Company. This license includes granting Company the right to authorize Icons to use Projects in connection with their Icon Services.

1.4. **Disclaimer.** You acknowledge and agree that Icons may select their Cohort in their sole discretion from the submitted Iconically applications and that, by applying to participate as Iconically, you are not guaranteed participation in the Cohort or Iconically Program. You further acknowledge and agree that, if selected for a Cohort, unless otherwise provided by Icon, your participation in such Cohort as a Iconically is neither a guarantee for one-on-one or in person sessions with the Icon, a contract opportunity with the Icon, nor a promise of opportunity, employment, investment or a business relationship with Icon or any other person or entity. **Company makes no warranties or representations whatsoever with regard to any goods or services provided by the Icon. You acknowledge that Application Feedback provided by the Icon to You is solely the subjective judgement and opinion of the Icon, and that the Icon makes no warranties or representations whatsoever with regard to any goods or services provided to You by the Icon, including, without limitation, as to the objective accuracy or commercial value of such Application Feedback. You will not consider Company, nor will Company be construed as, a party to such transactions, whether or not Company may have facilitated payment or received some form of revenue or other remuneration in connection with the transaction, nor will Company be liable to You for any costs or damages arising out of, either directly or indirectly, you or any other person being involved or related to the transaction.**

1.5. **Video Recordings of Iconically or Cohort Sessions.** By participating in the Iconically Program as a mentee, you agree that any Icon-Mentee Session, whether virtual or live, may be recorded (“**Session Recording**”) and that Company and Icon shall have the right to use your image, in video or still, and of the likeness and sound of your voice, as recorded as part of such Session Recording, on any medium, without payment or any other consideration, to provide and improve the Services and to advertise, market and promote the Website, Services, and any other products and services of Company. Further, you understand and agree that your image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein your likeness appears. Additionally, you waive any right to royalties or other compensation arising or related to the use of your image or recording.

2. **USE OF THE SERVICES AND COMPANY PROPERTIES.** The Services, and the information and content available in the Services (the “**Company Properties**”) are protected by copyright laws throughout the world. Unless otherwise specified by Company in a separate license, your right to use any and all Company Properties is subject to the Agreement. **Any use of or access to the Services by anyone under the age of 13 is prohibited. Minors between the ages of 13 and 18 may only access and use the Services under the supervision of a parent or guardian and such parent or guardian agrees to be bound by these Terms of Use.**

2.1. **Updates.** You understand that Company Properties are evolving. You acknowledge and agree that Company may update Company Properties with or without notifying you. You may need to update third-party software from time to time in order to use Company Properties.

2.2. **Certain Restrictions.** The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Company Properties or any portion of Company Properties, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Company Properties (including images, text, page layout or form) of Company; (c) you shall not use any metatags or other “hidden text” using Company’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Company Properties

except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of Company Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Company Properties. Any future release, update or other addition to Company Properties shall be subject to the Agreement. Company, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any Company Property terminates the licenses granted by Company pursuant to the Agreement.

1.3. **Company Communications.** By entering into this Agreement or using the Company Properties, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Company Properties, updates concerning new and existing features on the Company Properties, communications concerning promotions run by us or our third-party partners, and news concerning the Company and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT “END” TO +1 908 399 2217 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE COMPANY PROPERTIES OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM US (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD “STOPALL” TO +1 908 399 2217 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. HOWEVER, YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE COMPANY PROPERTIES OR RELATED SERVICES.

1.4. **Promotions.** You expressly acknowledge that as part of our Services we may offer sweepstakes, contests, and other similar promotions. You may elect to participate in such promotions, which may include submitting Application Materials. As part of your participation, you must agree to a separate set of Official Rules or similar terms and conditions, which may include you providing additional waivers and releases as well as grant of rights related to your Application Materials different from those set forth in these Terms.

### 3. **REGISTRATION.**

3.1. **Registering Your Account.** In order to access certain features of Company Properties you may be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a user who has registered an account on the Website (“**Account**”).

3.2. **Registration Data.** In registering an account on the Website, you agree to (a) provide true,

accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old (or if you are between the ages of thirteen (13) and eighteen (18), you are using the Services under the supervision of a parent or legal guardian who is at least eighteen (18) years old; (ii) of legal age to form a binding contract, or if you are between the ages of thirteen (13) and eighteen (18), you are using the Services under the supervision of a parent or legal guardian who is of legal age to form a binding contract and is agreeing to these Terms of Use on your behalf; and (iii) not a person barred from using Company Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of Company Properties by minors. You may not share your Account or password with anyone, and you agree to (y) notify Company immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your Account and refuse any and all current or future use of Company Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform at any given time. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use Company Properties if you have been previously removed by Company, or if you have been previously banned from any of Company Properties.

1.3. **Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

#### 4. **RESPONSIBILITY FOR CONTENT.**

3.3. **Types of Content.** You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through Company Properties (collectively, “**Content**”), including Company Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Company, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through Company Properties, including, without limitation, the Application Materials (“**Your Content**”), and that you and other Registered Users of Company Properties, and not Company, are similarly responsible for all Content that you and they Make Available through Company Properties (“**User Content**”).

3.4. **No Obligation to Pre-Screen Content.** You acknowledge that Company has no obligation to pre-screen Content (including, but not limited to, User Content), although Company reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Company

pre-screens, refuses or removes any Content, you acknowledge that Company will do so for Company's benefit, not yours. Without limiting the foregoing, Company shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

1.3. **Storage.** Unless expressly agreed to by Company in writing elsewhere, Company has no obligation to store any of Your Content that you Make Available on Company Properties. Company has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of Company Properties. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Company retains the right to create reasonable limits on Company's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by Company in its sole discretion.

## 5. **OWNERSHIP.**

3.5. **Company Properties.** Except with respect to Your Content and User Content, you agree that Company and its suppliers own all rights, title and interest in Company Properties (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Company software). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Company Properties.

1.1. **Trademarks.** All related graphics, logos, service marks and trade names used on or in connection with any Company Properties or in connection with the Services are the trademarks of Company and may not be used without permission in connection with your, or any third- party, products or services. Other trademarks, service marks and trade names that may appear on or in Company Properties are the property of their respective owners.

3.6. **Application Materials.** Neither Company nor Icon claims ownership in any of Your Application Materials, but You grant Company and Icon a license to use the Application Materials pursuant to Section 1.1(a). You are free to use your Application Materials as You wish notwithstanding Section 1.1(a). If at any point, You have assigned your rights to a music publisher or other third party, You must obtain the consent of such music publisher or third party to grant the license provided for in Section 1.1(a) and hereby agree to indemnify Company and Icon in connection with any claims by such music publisher or other third party in connection with the use of the Application Materials as permitted hereunder. If You are under contract with a record label, You are solely responsible for ensuring that the Application Materials You submit and the grant of license You agree to in these Terms of Use are in compliance with any contractual obligations You may have. You further agree that (i) You are not a member of any union or guild and that your Application Materials, and all uses thereof as permitted hereunder, are not subject to any union or guild collective bargaining agreements, and (ii) Company and Icon shall have no union or guild obligations with respect thereto, including without limitation, obligations to make any payments to You or to any union, guild, or any pension, health, welfare or similar plans in connection with its use. In the event You become a member of a talent union or guild, or otherwise the use of the Application Materials as permitted hereunder becomes subject to union or guild payment obligations, You must promptly notify Company and Icon.

3.7. **Your Content.** Company does not claim ownership of Your Content. However, when you as



a Registered User post or publish Your Content on or in Company Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content. You further represent and warrant that Company's use of Your Content as contemplated hereunder will not infringe upon the rights of any third party.

1.5. **License to Your Content.** Without limiting any of Company's other rights hereunder in and to Your Content (including with respect to the Application Materials as set forth above), you hereby grant Company a fully paid, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing Company Properties to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of Company Properties or within your Cohort chat channel. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Company, are responsible for all of Your Content that you Make Available on or in Company Properties. Any Content posted by you may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by Company in its sole discretion. You may not post or submit for print services a photograph of another person without that person's permission.

3.8. **Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any chat channels, forums, comments, or any other area on Company Properties, you hereby expressly permit Company to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

3.9. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, wiki, forum, or similar pages ("**Feedback**") is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable 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, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Company Properties and/or Company's business.

3.10. **Contributions.** To the extent you contribute in any way, including, but not limited to, by providing input, ideas, or feedback, ("**Contributions**") to an Icon's or another Iconically's Project, unless otherwise agreed in writing between you and such other party, you agree that such Icon or Iconically retains ownership of and all intellectual property rights in such Project. To the extent necessary to effectuate such ownership, unless otherwise agreed in writing between you and

such other party, you hereby assign, convey and transfer to such Icon or Iconically your entire right, title and interest in and to any and all Contributions and all intellectual property and proprietary rights therein that you have or may in the future acquire.

6. **USER CONDUCT.** As a condition of use, you agree not to use Company Properties for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) Make Available any Content on or through Company Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Company's prior written consent; (v) impersonates any person or entity, including any employee or representative of Company; (vi) interferes with or attempt to interfere with the proper functioning of Company Properties or uses Company Properties in any way not expressly permitted by this Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against Company Properties, including but not limited to violating or attempting to violate any security features of Company Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in Company Properties, introducing viruses, worms, or similar harmful code into Company Properties, or interfering or attempting to interfere with use of Company Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" Company Properties.

#### 4. **INTERACTIONS WITH OTHER USERS.**

4.1. **User Responsibility.** You are solely responsible for your interactions with other Registered Users and any other parties with whom you interact, including Icons and other Mentees, whether or not they are members of your Cohort; provided, however, that Company reserves the right, but has no obligation, to intercede in such disputes. You agree that Company will not be responsible for any liability incurred as the result of such interactions.

4.2. **Content Provided by Other Users.** Company Properties may contain User Content provided by other Registered Users, Icons, and Mentees. Company is not responsible for and does not control User Content. Company has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to, User Content. You use all User Content and interact with other Registered Users at your own risk.

#### 5. **FEES AND PAYMENT TERMS.**

5.1. **Payment.** All payments for the Application Fee must be made through the Services. Company's fee for each application is deducted from the Application Fee paid by you, with the remainder remitted to the Icon. You must provide Company with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or account of our accepted third-party payment provider(s) (e.g., PayPal) ("**Payment Provider**"), or purchase order information, as a condition to signing up for the Services. Your Payment Provider agreement governs your use of the designated credit card or payment provider account, and you must refer to that agreement, not this Agreement, to determine your rights and liabilities. By providing Company with your credit card number or payment provider account and associated payment information, you agree that

Company is authorized to immediately invoice your Account for all fees and charges due and payable to Company hereunder and that no additional notice or consent is required. You agree to immediately notify Company of any change in your billing address or the credit card or payment provider account used for payment hereunder. Fees may vary based on your location and other factors, and Company and Icons reserve the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services.

1.2. **Third Party Service Provider.** The Company currently uses Stripe, Inc. and its affiliates as the third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services) (a **“Third Party Service Provider”**). You agree to be bound by the applicable Third Party Service Provider’s Privacy Policy and Terms of Service and hereby consent and authorize the Company and such Third Party Service Provider to share any information and payment instructions you provide with one or more Third Party Service Provider(s) to the minimum extent required to complete your transactions. Company reserves the right to change Third Party Service Providers at any time without notice to you.

5.2. **Withholding Taxes.** You agree to make all payments of fees to Company free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Company will be your sole responsibility, and you will provide Company with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

5.3. **Advertising Revenue.** Company reserves the right to display Third-Party Ads before, after, or in conjunction with User Content posted on the Services, and you acknowledge and agree that Company has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by Company as a result of such advertising).

9. **INDEMNIFICATION.** You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a **“Company Party”** and collectively, the **“Company Parties”**), as well as Icon, harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following:

(a) Your Content; (b) your use of, or inability to use, any Company Property; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. This provision does not require you to indemnify any of the Company Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to Company Properties.

## 1. **DISCLAIMER OF WARRANTIES AND CONDITIONS.**

1.1. **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF COMPANY PROPERTIES IS AT YOUR SOLE RISK, AND COMPANY PROPERTIES ARE PROVIDED ON AN **“AS IS”** AND **“AS AVAILABLE”** BASIS, WITH ALL FAULTS.

COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE.

(a) COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) COMPANY PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF COMPANY PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF COMPANY PROPERTIES WILL BE ACCURATE OR RELIABLE.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH COMPANY PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS COMPANY PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES, IconS, OR THE Icon SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM IconS, COMPANY OR THROUGH COMPANY PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

1.2. **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

1.2. **No Liability for Conduct of Other Users.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF COMPANY PROPERTIES. YOU UNDERSTAND THAT COMPANY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF COMPANY PROPERTIES. COMPANY MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, IconS AND OTHER IconicallyS, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. COMPANY MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH COMPANY PROPERTIES.

1.3. **Third-Party Materials.** As a part of Company Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Company to monitor such materials and that you access these materials at your own risk.

## 11. **LIMITATION OF LIABILITY.**

5.4. **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR

PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF COMPANY PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE COMPANY PROPERTIES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH COMPANY PROPERTIES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON COMPANY PROPERTIES; OR (e) ANY OTHER MATTER RELATED TO COMPANY PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

1.2. **Cap on Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO COMPANY BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (b) \$100; OR (c) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

5.5. **User Content.** EXCEPT FOR COMPANY'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE COMPANY'S PRIVACY POLICY, COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

5.6. **Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

5.7. **Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

12. **PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. It is Company's policy to terminate membership privileges of any Registered User who repeatedly infringes copyright upon prompt notification to Company by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on Company Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on Company

Properties of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Company's Copyright Agent for notice of claims of copyright infringement is as follows: Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims under the DMCA.

13. **MONITORING AND ENFORCEMENT.** Company reserves the right to: (a) remove or refuse to post any of your Content for any or no reason in our sole discretion; (b) take any action with respect to any of your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Company Properties or the public, or could create liability for the Company; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Company Properties; and/or (e) terminate or suspend your access to all or part of the Company Properties for any or no reason, including without limitation, any violation of this Agreement.

If Company becomes aware of any possible violations by you of the Agreement, Company reserves the right to investigate such violations. If, as a result of the investigation, Company believes that criminal activity has occurred, Company reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Company is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Company Properties, including Your Content, in Company's possession in connection with your use of Company Properties, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Company, its Registered Users or the public, and all enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate.

## 2. **TERM AND TERMINATION.**

2.1. **Term.** The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Company Properties, unless terminated earlier in accordance with the Agreement.

2.2. **Prior Use.** Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used Company Properties or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any Company Properties, unless earlier terminated in accordance with the Agreement.

2.3. **Termination of Services by Company.** If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Agreement, or if Company is required to do so by law (e.g., where the provision of the Website or the Services

is, or becomes, unlawful), Company has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Company's sole discretion and that Company shall not be liable to you or any third party for any termination of your Account.

1.4. **Termination of Services by You.** If you want to terminate the Services provided by Company, you may do so by (a) notifying Company at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Company's address set forth below.

2.4. **Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

2.5. **No Subsequent Registration.** If your registration(s) with, or ability to access, Company Properties or any other Company community, is discontinued by Company due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with, apply to, or access Company Properties or any Company community or Cohort through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Company Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, Company reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

15. **INTERNATIONAL USERS.** Company Properties can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Company intends to announce such Services or Content in your country. Company Properties are controlled and offered by Company from its facilities in the United States of America. Company makes no representations that Company Properties are appropriate or available for use in other locations. Those who access or use Company Properties from other countries do so at their own volition and are responsible for compliance with local law.

13. **DISPUTE RESOLUTION.** Please read the following arbitration agreement in this section ("Arbitration Agreement") carefully. It requires U.S. users to arbitrate disputes with Company and limits the manner in which you can seek relief from us.

13.1. **Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Company, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify; and (b) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

13.2. **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and



enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Company will pay them for you. In addition, Company will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**1.3. Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

**13.3. Waiver of Jury Trial.** YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1 (Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**13.4. Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. IF

a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of Delaware. All other disputes, claims, or requests for relief shall be arbitrated.

1.6. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: support@protege.app, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Company username (if any), the email address you used to set up your Company account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

13.5. **Severability.** Except as provided in Section 16.5 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

13.6. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Company.

13.7. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Company at the following address: 212 N Sangamon St, Chicago, IL 60607.

17. **THIRD-PARTY SERVICES.** Company Properties may contain links to third-party websites, content, applications, and/or advertisements ("**Third-Party Content**"). When you click on a link to Third-Party Content, we will not warn you that you have left Company Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Content are not under the control of Company. Company is not responsible for any Third-Party Content. Company provides these Third-Party Content only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Content, or any product or service provided in connection therewith. You use all links in Third-Party Content at your own risk. When you leave our Website, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

### 3. **GENERAL PROVISIONS.**

3.1. **Electronic Communications.** The communications between you and Company may take place via electronic means, whether you visit Company Properties or send Company e-mails, or whether Company posts notices on Company Properties or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that

such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“**E-Sign**”).

1.2. **Relationship Between the Parties.** You and Company agree and declare that this Agreement creates an independent contractor relationship, and it is the parties' express intent that their relationship be interpreted and held to be that of independent contractor for all purposes. Neither this Agreement nor your performance under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Company and you. Company and you agree that you will receive no Company-sponsored benefits from Company where benefits include, but are not limited to, paid vacation, sick leave, medical insurance and 401k participation. If you are reclassified by a state or federal agency or court as Company's employee, you will become a reclassified employee and will receive no benefits from Company, except those mandated by state or federal law, even if by the terms of Company's benefit plans or programs of Company in effect at the time of such reclassification, you would otherwise be eligible for such benefits. You acknowledge it is your sole responsibility for complying with all federal, state and local tax filing and payment obligations that pertain to any remuneration paid to Icons or as processed by Company in connection with this Agreement, including your sole responsibility for all tax withholding, Social Security, Worker's Compensation Insurance, FICA, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pensions, and other obligations or benefits. You acknowledge that Company is not rendering legal, tax, or investment advice, nor is Company a fiduciary of you. Accordingly, you acknowledge that you may seek advice from an appropriate professional to comply with any and all applicable federal, state, and local laws or ordinances.

3.2. **Release.** You hereby release Company Parties, each Icon and each of their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Company Properties and/or in connection with any Icon Services, including but not limited to, any interactions with or conduct of other Users, Icons or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of Company Properties. You further release Company Parties, each Icon and each of their successors from any and all copyright and other intellectual property claims that in any way relate to the Application Materials you submit and/or Projects you work on with the Icon, and agree that under no circumstances shall You have any right to maintain a misappropriation or infringement cause of action against any Company Party, the Icon and/or any of their successors that directly or indirectly relates to the Application Materials you submit and/or Projects you work on with the Icon. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Company Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder.

3.3. **Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

3.4. **Force Majeure.** Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

1.6. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Company Properties, please contact us at: support@protege.app. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

3.5. **Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in the State of Delaware.

3.6. **Governing Law.** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

3.7. **Notice.** Where Company requires that you provide an e-mail address, you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address: 212 N Sangamon St, Chicago, IL 60607. Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

3.8. **Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

3.9. **Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

3.10. **Export Control.** You may not use, export, import, or transfer Company Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Company Properties, and any other applicable laws. In particular, but without limitation, Company Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Company Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Company Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export

control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Company products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

1.13. **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

3.11. **Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.