## **Terms of Service Overview**

Below is an overview of our Terms of Service for our “Platform”, which means any website, application, or service we offer. You should read the complete Terms of Service because that document (and not this overview) is our legally binding agreement. *The Terms of Service includes information about your legal rights and covers areas such as limitations of liability, resolution of disputes by mandatory arbitration rather than a judge or jury in a court of law, and a class action waiver.*

Your Relationship with General Influence

* By using our Platform, you are agreeing to our Terms of Service. That is a legally binding agreement between you and General Influence.
* If you break the rules, we may suspend or terminate your account.
* We charge for certain aspects of our Platform, and some of these fees are billed on a regular and recurring basis.

Pods and Members

* You may be charged fees for certain activities, such as sending an e-mail.
* Using our Platform involves meeting real people and doing real things in the real world, which can sometimes lead to unexpected situations. We can’t control what happens in the real world, and we are not responsible for it. You should use common sense and good judgment when interacting with others.

Your Content and Content of Others

* You are responsible for your “Content”, which means any information, material, or other content posted to our Platform. Your Content must comply with our Terms of Service, which includes Usage and Content Policies, and Payment Policies.
* We do not own the Content that you post. However, we do require that you provide us a license to use this Content in order for us to operate, improve, promote, and protect General Influence and our Platform for the benefit of you and others.
* We are not responsible for Content that members post or the communications that members send using our Platform. We generally don’t review Content before it’s posted. If you see Content that violates our Terms of Service, you may report inappropriate Content to us.

Our Platform

* We try hard to make sure that our Platform is always available and working, but we cannot guarantee it will be. Occasionally things may not go exactly as planned. We apologize in advance for any inconvenience.
* We are continually improving our Platform. This means that we may modify or discontinue portions of our Platform.
* By using our Platform, you agree to the limitations of liability and release in our Terms of Service. Except as specified in our Terms of Service, you also agree to resolve any disputes you may have with us through arbitration, and you are waiving your right to seek relief from a judge or jury in a court of law, except as otherwise provided for in the Terms of Service. Claims can only be brought individually, and not as part of a class action.

# **Terms of Service**

Our Terms of Service contain important information about your legal rights. To make it easier to understand, we have provided summaries and tips in these gray boxes. These summaries are not part of the official terms, and it is important for you to read the language in each section carefully.

#### **1. This Agreement**

Summary: You agree to follow some basic rules when using General Influence’s Platform. These rules are described in these Terms of Service, including the related policies and guidelines discussed below. We may change these rules.

1.1 The Agreement. General Influence enables you and other members to arrange an introduction, interview, meeting and event. The terms “General Influence ,” “we,” “us,” and “our” include General Influence, Inc. We use the terms “you” and “your” to mean any person using our Platform, and any organization or person using the Platform on an organization’s behalf. We use the word “Platform” to mean any website, application, or service offered by General Influence, including content we offer and electronic communications we send. We provide our Platform to you subject to these Terms of Service. We use the terms “Terms of Service” and “Agreement” interchangeably to mean this document together with our Usage and Content Policies, Payment Policies, and any other Policies that may apply to you. Your use of the Platform signifies that you agree to this Agreement. If you are using the Platform for an organization, you agree to this Agreement on behalf of that organization, and represent you have authority to bind that organization to the terms contained in this Agreement. If you do not or are unable to agree to this Agreement, do not use our Platform.

Tip: We have included summaries and tips to provide an overview of some legal concepts and answer common questions, but the text of these summaries and tips are for your convenience only and are intended to have no legal effect.

Tip: These Terms of Service are an agreement between you and General Influence and not between you and any other member.

1.2 Revisions to this Agreement. We may modify this Agreement from time to time. When we do, we will provide notice to you by publishing the most current version and revising the date at the top of this page. If we make any material change to this Agreement, we will provide additional notice to you, such as by sending you an email or displaying a prominent notice on our Platform. By continuing to use the Platform after any changes come into effect, you agree to the revised Agreement.

#### **2. Your Account, Membership, Notifications, and Messages**

Summary: You need to be at least 18 years old to use our Platform. General Influence organizers control the Content and membership of certain Pods. However, we may remove any Content you post or terminate your account at any time.

2.1 Eligibility. Our Platform is available to anyone who is at least 18 years old. You represent that you are at least 18. Additional eligibility requirements for a particular portion of our Platform may be set by any member who has the ability to moderate or manage that portion of our Platform. For example, the eligibility requirements for a Pod or event may be set by the organizers of that group.

2.2 Suspension of Your Account. We may modify, suspend or terminate your account or access to the Platform if, in our sole discretion, we determine that you have violated this Agreement, including any of the policies or guidelines that are part of this Agreement, that it is in the best interest of the General Influence community, or to protect our brand or Platform. We also may remove accounts of members who are inactive for an extended period of time.

A member who has the ability to moderate or manage a particular portion of our Platform also has the ability, in his or her sole discretion, to modify, suspend, or terminate your access to that portion of the Platform.

2.3 Account Information and Security. When you register, you provide us with some basic information, including an email address and a password. Keep your email address and other account information current and accurate. Also, you agree to maintain the security and confidentiality of your password (or else we may need to disable your account). You alone are responsible for anything that happens from your failure to maintain that security and confidentiality, such as by sharing your account credentials with others. If someone is using your password, notify us immediately.

2.4 Notices and Messages.

Summary: You’re okay with us providing notices and messages to you through our websites, apps, and contact information. If your contact information is out of date, you may miss out on important notices.

You agree that we will provide notices and messages to you in the following ways: (1) within the Platform, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date. Please review your settings to control and limit messages you receive from us.

2.5 Sharing.

Summary: When you share information on our Platform, others can see, copy and use that information.

Our Platform allows messaging and sharing of information in many ways, such as your profile and job postings. Information and content that you share or post may be seen by other members, visitors or others (including off of the Platform). We are not obligated to publish any information or content on our Platform and can remove it in our sole discretion, with or without notice.

#### **3. Fees, Payments, and Offers**

Summary: We charge for certain features on our Platform. You are responsible for paying for the fees related to your use of these features. These fees are billed on a [[]] basis, and may change in the future.

3.1 Fees Charged by General Influence. Use of some of the features on our Platform is free, and we charge fees for other features. We may in the future implement a new fee, or modify an existing fee, for certain current or future features of our Platform. If we implement a new or modified fee, we will give you advanced notice such as by posting changes on our Platform or sending you an email. You agree to pay those fees and any associated taxes for your continued use of the applicable service. Unless otherwise stated, all fees and all transactions are in U.S. dollars. All fees are exclusive of applicable federal, state, local, or other taxes. Organizer subscriptions are non-transferable.

3.2 Payments to General Influence. Organizers are responsible for paying any and all applicable fees to General Influence on time and through our approved payment methods. Pods and Members who allow their subscriptions or payment obligations to lapse are subject to removal, and their account (along with all of the information and Content associated with or posted to and from that account) may be terminated or transferred to another member. If we terminate, suspend, or remove your account in connection with violation of this Agreement, we are not obligated to refund any fees paid to General Influence. You may only pay fees to General Influence using a valid payment method acceptable to us, as specified via the Platform. You represent and warrant that you are authorized to use the payment method you designate via the Platform. You authorize us (and our designated third-party payment processors) to charge your designated payment method for the total amount of any fees you owe to General Influence, including any applicable taxes and other charges. If the payment method cannot be verified, is invalid, or is otherwise not acceptable to us, your payment may be suspended or cancelled. We reserve the right to correct, or to instruct our payment processors to correct, any errors or mistakes, even if payment has already been requested or received. We also may issue refunds, or instruct our payment processors to issue refunds, in accordance with our Payment Policies.

3.3 Automatic Subscription Renewals. Fees for certain aspects of our Platform may be billed on either a recurring basis or on a one-time basis. If billed on a recurring basis, the fees are payable in advance of the applicable period specified via the Platform with no refunds. We will automatically bill you for each renewal period until cancellation. By purchasing any feature or other aspect of our Platform for which we charge, you authorize us to keep your payment current by charging your credit card account (or any other means of payment used by you) the applicable fee. While you may cancel auto-renewal or cancel your subscription at any time, you won’t be issued a refund except in our sole discretion.

3.4 Free Trials. We may offer free trials of subscriptions and other products on our Platform. We will inform you of the length of the free trial, your renewal period, and the date and amount of your first payment. After your free trial ends, your paid subscription will begin and we will automatically bill you for each renewal period until cancellation. You can cancel automatic subscription renewals at any time according to the terms and procedures described above.

3.5 Third Party Payment Processors. An Pod or member that uses the Platform to accept payments from other members, must comply with the terms and conditions of the third party provider of the applicable payment service used to receive the payment. General Influence does not provide those payment services, is not a party to your agreement with the applicable third-party provider, and will not be liable or responsible for your use of those third-party payment services.

3.6 Third Party Transactions. Your Pod or its members may receive offers from third parties, such as discounts, sponsorships, or other benefits. General Influence is not involved in any dealings or payments between you and third parties, and these Terms of Service do not govern such transactions.

#### **4. Your Content and Privacy**

Summary: You are responsible for the Content you post on our Platform. You give us a license to use this Content to operate, improve, promote, and protect General Influence and our Platform. Our Privacy Policy explains how we collect and use information you provide about yourself and the information that may be associated with you, and explains the limited ways we may share this information.

4.1 Your Content. You are solely responsible for your Content. We use the word “Content” to mean any information, material, or other content posted to our Platform or otherwise provide to us (such as feedback, comments, or suggestions shared with us). You agree that you and your Content shall not violate the rights of any third party (such as copyrights, trademarks, contract rights, privacy rights, or publicity rights), this Agreement (including our Usage and Content Policies, and Intellectual Property Policies) or our Trademark Usage Guidelines.

Tip: Blockchain ledgers can see certain transactions made with the Platform. Your Content, such as the name that you provide during registration, may appear in the blockchain ledger.

4.2 Content License from You. We do not claim ownership of your Content. However, to enable us to operate, improve, promote, and protect General Influence and our Platform, and to ensure we do not violate any rights you may have in your Content, you hereby grant General Influence a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and license (including a waiver of any moral rights) to use, host, store, reproduce, modify, publish, publicly display, publicly perform, distribute, and create derivative works of, your Content and to commercialize and exploit the copyright, trademark, publicity, and database rights you have in your Content.

Tip: This license doesn’t give us ownership of any of your Content. It simply gives us and members the right to use it on or related to the Platform. This license continues even if you close your account, because it’s necessary for us to operate the Platform.

4.3 Privacy. General Influence collects registration and other information about you through our Platform. Please refer to our Privacy Policy and Cookie Policy for details on how we collect, use, and disclose this information. These policies do not govern use of information that you provide to third parties, such as other members of General Influence ’s Platform.

Tip: General Influence has no control over how other members may use information that you provide to them, so you should exercise common sense and good judgment when sharing information with others on our Platform.

#### **5. Your Use of Our Platform**

Summary: We require that that you follow our policies and guidelines when using our Platform. We have no responsibility for Content that anyone posts to our Platform.

5.1 Our Policies, Guidelines and Applicable Laws. When you use our Platform, we require that you follow the Usage and Content Policies, Payment Policies, and Trademark Usage Guidelines. You also agree to comply with all applicable laws, rules and regulations, and to not violate or infringe the rights of any third party. If you do not comply, we may modify, suspend or terminate your account or access to the Platform, in our sole discretion.

5.2 Content of Others. General Influence does not control the Content of other members. When we become aware of inappropriate Content on our Platform, we reserve the right to investigate and take appropriate action, but we do not have any obligation to monitor, nor do we take responsibility for, the Content of other members.

5.3 Interactions with Others. General Influence is not a party to any offline arrangements made through our Platform. General Influence does not conduct or require background checks on members, and does not attempt to verify the truth or accuracy of statements made by members. General Influence makes no representations or warranties concerning the conduct or Content of any members or their interactions with you.

Tip: Exercise common sense and good judgment when using our Platform and interacting with other members, both on our Platform and at General Influence events. If you have a concern regarding other members, you can report it to us.

5.4 No Resale. Our Platform contains proprietary and confidential information and is protected by intellectual property laws. Unless we expressly permit it through this Agreement, you agree not to modify, reproduce, sell or charge a fee, offer to sell or charge a fee, make, create derivative works based on, or distribute any part of our Platform, including any data, or Content of others. If you are a developer working with our API, you should review our API license in Section 5.8 for more information on how this impacts you.

5.5 No Technical Interference with the Platform. You agree that you will not engage in any activity or post any information or material that interferes with or disrupts, or that is designed to interfere with or disrupt, the Platform or any hardware used in connection with the Platform.

5.6 Platform Modifications. We work hard to continuously improve our Platform. This means that we may modify or discontinue portions or all of our Platform with or without notice and without liability to you or any third party.

5.7 Third Party Sites and Services. The Platform contains links to third party sites, and is integrated with various third party services, applications and sites that may make available to you their content and products. We don’t control these third parties and aren’t responsible for those sites or services or their content or products. These third parties may have their own terms and policies, and your use of them will be governed by those terms and policies.

5.8 API License. General Influence offers an application programing interface, also known as an “API”. Subject to your compliance with this Agreement and the policies and guidelines that are part of this Agreement, including our Trademark Usage Guidelines, General Influence grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the General Influence application programming interface, including data or other Content made available via the General Influence API, (“General Influence API”) solely to facilitate the development of event and group related applications using Platform data and developer tools. We refer to this license in this Agreement as the “API License”. For any application you develop with the General Influence API, you agree to do the following:

* Provide and comply with a publicly accessible privacy policy that describes how you collect, share, use, and retain user information. Your privacy policy must be at least as protective of the personal information of General Influence’s members as is General Influence’s Privacy Policy.
* Don’t cache or store data you receive via the General Influence API for an unreasonable amount of time given the relevance of that data and how it is used on your application.
* Protect any keys used to access the General Influence API and any data you receive via the General Influence API against unauthorized access, use or disclosure, and immediately report security issues to us.
* Clearly indicate in the application that the application uses the General Influence API but is not verified by General Influence.
* Only use the most current version of the General Influence API.
* Only use the General Influence API in accordance with any documentation or other written instructions provided by General Influence, and do not attempt to circumvent any limitations or restrictions.
* Do not introduce any harmful, infringing or unlawful data or material via the General Influence API, including viruses or other malware.
* Don’t make unreasonable commercial uses of the General Influence API such as uses that substantially replicate our Platform or significant aspects of the Platform, or that mislead, confuse, or surprise members.

General Influence reserves all rights not expressly granted under this Agreement. You authorize us to monitor your use of the General Influence API in order to verify your compliance with the terms of this Agreement, and to operate, improve and protect the Platform.

You may terminate this API License by discontinuing use of General Influence’s API. We may terminate the General Influence API at any time for any reason. This API License terminates automatically if (a) you violate any term of this Agreement, (b) we provide a written notice of termination, or (c) we discontinue your access to the General Influence API. All sections restricting your access to and use of any data you receive via the General Influence API will survive any termination of these API License terms.

5.9 Your Messages. Without limiting the prohibitions in this Agreement or any other applicable agreement, you agree that you will not, and you will not enable or authorize any third party, by virtue of the Messages, or use of the Platform, to:

* Create postings without a reasonable and legitimate intent to hire for a bona fide job opportunity or the specific position listed.
* Create postings that intentionally misrepresent the job, hiring company, or poster.
* Fail to clearly disclose in any posting that a position is for an independent contractor or is part-time, piecework, commission-based, or has otherwise nontraditional working conditions or compensation may constitute intentional misrepresentation.
* Create postings for “business opportunities” that require payments or recruitment of others or that resemble franchises, multi-level marketing, club memberships, distributorships, or are entirely or almost entirely commission-based.
* Provide identifiable candidate resume or application data to any other parties.
* “Spam” or otherwise contact applicants for purposes other than related to the specific employment opportunity described in the posting.
* Harass, stalk, or contact any applicant after they have asked not to be contacted.
* Create postings in the United States without possessing valid Federal or State Employer Identification Numbers, if applicable, or create postings in any other location in a manner that would not allow compliance with applicable tax and employment laws.
* Create postings for jobs that require applicants to pay for employment or otherwise bear costs related to employment in violation of applicable law.
* Soliciting employees by intentional misrepresentation.
* Create postings, advertise employment positions, or otherwise engage in recruitment or hiring practices that would be a violation of the law in your state or country, the state or country where the job is to be performed, or the state of California.
* Engage in solicitations, communications or transactions that violate any applicable laws or regulations related to the prohibition of employment discrimination, or that violate applicable laws governing legal eligibility to work.
* Engage in illegal or fraudulent conduct.
* Except as expressly authorized by General Influence in writing, use any automated means or form of scraping or data extraction to access, modify, download, query or otherwise collect information from the Properties.
* Except as expressly authorized by General Influence in writing, copy, modify or create derivative works of the Platform or any related technology.
* Create postings that contain malware, spyware or any other malicious code or otherwise interfere with the operation of the Platform or any device or system or breach or circumvent any security measure of General Influence or a third party.

#### **6. Release**

Summary: You agree not to hold us responsible for anything that happens related to transactions with third parties, member interactions, or in connection with a General Influence activity. You also agree not to hold Pod organizers responsible for their negligence in connection with their Content, or General Influence activity.

You agree to release us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries, sponsors, and other third-party partners (referred to in this Agreement as “General Influence Parties”) from claims, demands, and damages (direct and consequential) of every kind and nature, known and unknown, now and in the future (referred to in this Agreement as “Claims”), arising out of or in any way connected with any transaction with a third party, your interactions with other members, or in connection with a General Influence group or a General Influence event. You also agree to release organizers from Claims based on an organizer’s negligence arising out of or in any way connected with their Content, a General Influence group, or a General Influence event. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver. You waive and relinquish all rights and benefits that you have or may have under Section 1542 of the California Civil Code or any similar provision of statutory or non-statutory law of any other jurisdiction to the fullest extent permitted by law.

#### **7. Indemnification**

Summary: You agree to reimburse us if we get sued in connection with your use of our Platform.

You agree to indemnify, defend and hold all General Influence Parties harmless from any Claims, made by any third party due to or arising out of (a) your violations of this Agreement, (b) your use, misuse, or abuse of our Platform, (c) your Content, (d) your violation of any law, statute, ordinance or regulation or the rights of a third party, or (e) your participation or conduct in a General Influence group or a General Influence event that violates this Agreement. You agree to promptly notify us of any third party Claims, cooperate with all General Influence Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You agree not to settle any Claim without our prior written consent.

#### **8. Warranty Disclaimer and Limitation of Liability**

Summary: Our Platform is provided to you “as is” and we make no warranties of any kind with respect to our Platform. Our liability in connection with the Platform is limited to the fees you paid to us in the 12 months preceding the claim or $100, whichever is greater.

8.1 Warranty Disclaimer. Our Platform is provided to you “as is” and on an “as available” basis. We disclaim all warranties and conditions of any kind, including but not limited to statutory warranties, and the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We also disclaim any warranties regarding (a) the reliability, timeliness, accuracy, and performance of our Platform, (b) any information, advice, services, or goods obtained through or advertised on our Platform or by us, as well as for any information or advice received through any links to other websites or resources provided through our Platform, (c) the results that may be obtained from the Platform, and (d) the correction of any errors in the Platform, (e) any material or data obtained through the use of our Platform, and (f) dealings with or as the result of the presence of marketing partners or other third parties on or located through our Platform. **To the extent allowed under law, in addition to disclaiming all implied warranties and other warranties as provided in this Agreement, we disclaim all warranties, including but not limited to any warranty (a) about the accuracy of any candidate information (including but not limited to candidate applications, candidate identities, recommendations, connections, and references); (b) concerning information on which a posting targeting categories are based (e.g. member profile information); (c) concerning the rate at which inventory for your postings becomes available; or (d) concerning the results of your candidate campaigns and other uses of the Platform.**

8.2 Limitation of Liability. You agree that in no event shall any General Influence Parties be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if any General Influence Parties have been advised of the possibility of such damages) arising out of or in connection with (a) our Platform or this Agreement or the inability to use our Platform (however arising, including our negligence), (b) statements or conduct of or transactions with any member or third party on the Platform, (c) your use of our Platform or transportation to or from General Influence events, attendance at General Influence events, participation in or exclusion from General Influence groups or General Influence events and the actions of you or others at General Influence events, or (d) any other matter relating to the Platform. Our liability to you or any third parties in any circumstance is limited to the greater of $100 or the amount of fees, if any, you paid to us in the 12 months prior to the action that may give rise to liability. The limitations set forth above in this Section 8 will not limit or exclude liability for our gross negligence, fraud, or intentional, malicious, or reckless misconduct.

#### **9. Dispute Resolution**

Summary: If you have a dispute with General Influence, you agree to try to work it out directly with us first. If we can’t work it out, with limited exceptions, you must submit any dispute with us to a neutral arbitrator instead of taking the claim to a court of law. Claims can only be brought individually, and not as part of a class action. General Influence has no obligation to get involved with any disputes you have with other members, although we may try to facilitate a resolution.

9.1 Informal Resolution. Before making any claim, you and General Influence agree to try to resolve any disputes through good faith discussions. We use the term “claim” in this Section 9 to mean any dispute, claim or controversy arising out of or relating to your use of our Platform or this Agreement, including your participation in General Influence events. You or General Influence may initiate this process by sending written notice according to Section 11.2 describing the dispute and your proposed resolution. In the event that we cannot resolve the issue within 30 business days of receipt of the initial notice, you or General Influence may bring a claim in accordance with Section 9.2.

9.2 Arbitration Agreement. Except as set forth in Section 9.5, you agree to submit any claim to JAMS, Inc., or its successor, (“JAMS”) for final and binding arbitration. In arbitration certain rights that you or we would have in court may not be available, such as discovery or appeal. You and General Influence are each expressly waiving any right to trial by judge or jury in a court of law. This agreement to arbitrate shall apply regardless of whether the claim arises during or after any termination of this Agreement or your relationship with General Influence.

9.3 Arbitration Time for Filing. Any claim subject to arbitration must be filed within one year after the date the party asserting the claim first knows or should know of the act, omission or default giving rise to the claim, or the shortest time period permitted by applicable law.

9.4 Arbitration Procedures. Either party may commence arbitration by filing a written demand for arbitration with JAMS, with a copy to the other party according to the notice procedures in Section 11.2. The arbitration will be conducted in accordance with [JAMS Streamlined Arbitration Rules and Procedures](https://www.jamsadr.com/rules-streamlined-arbitration/) and any other applicable rules that JAMS requires (“JAMS Rules”) in effect as of the demand for arbitration. You agree that the U.S. Federal Arbitration Act and federal arbitration law govern the interpretation and enforcement of these arbitration provisions. Any arbitration hearings will take place in New York County, New York or elsewhere as required by JAMS Rules. Your responsibility to pay any filing, administrative and arbitrator fees will be solely as set forth in the JAMS Rules. The parties will cooperate with JAMS and each other in scheduling the arbitration proceedings, and in selecting one arbitrator from the appropriate JAMS list with substantial experience in resolving intellectual property and contract disputes. The arbitrator shall follow this Agreement and, to the extent permitted by JAMS Rules, can award costs, fees and expenses, including attorneys’ fees to the prevailing party, except that the arbitrator shall not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

9.5 Exceptions. You or General Influence may assert claims, if they qualify, in small claims court in New York County, New York or any U.S. county where you live or work. You or General Influence may seek injunctive relief from a court of competent jurisdiction in New York County, New York as necessary to protect the intellectual property rights of you or General Influence pending the completion of arbitration. General Influence may take action in court or arbitration to collect any fees or recover damages for, or to seek injunctive relief relating to, Platform operations, or unauthorized use of our Platform or intellectual property. Nothing in this Section 9 shall diminish General Influence’s right to modify, suspend or terminate your account or access to our Platform under Section 2.2.

9.6 Arbitration Opt Out. You may decline to resolve disputes through arbitration by emailing us within 30 days of the date you first agree to this Agreement. Your email must include your full name, residential address, the email address registered to your General Influence account, and a clear statement that you want to opt out of arbitration. If you opt out according to this process, then Sections 9.2, 9.3, and 9.4 of this Agreement do not apply to you. This opt-out does not affect any other sections of this Agreement, such as Sections 9.5 (Exceptions), 9.7 (Class Action Waiver), 11.5 (Governing Law), 11.6 (Judicial Forum), and 11.7 (Time for Filing).

9.7 Class Action Waiver. You agree to resolve disputes with General Influence on an individual basis. You agree not to bring a claim as a plaintiff or a class member in a class, consolidated or representative action. You are expressly waiving any right to participate in class actions, class arbitrations, private attorney general actions and consolidation with other arbitrations.

#### **10. Intellectual Property**

Summary: If you use General Influence’s trademark be sure to follow our Trademark Usage Guidelines. Also, don’t infringe on anyone’s intellectual property. If you believe your intellectual property is being infringed somewhere on the General Influence Platform, please follow the procedures in our Intellectual Property Dispute Policies.

10.1 Intellectual Property of General Influence. General Influence trademarks, logos, service marks, and service names are the intellectual property of General Influence. Our Trademark Usage Guidelines explain how you may and may not use them. Our Platform, including our material on the Platform, are also our or our licensors’ intellectual property. Except as described in the Trademark Usage Guidelines and as otherwise permitted by law, you agree not to use our intellectual property without our prior written consent.

10.2 Intellectual Property of Others. General Influence respects the intellectual property of others, and we expect our members to do the same. We may, in appropriate circumstances and in our discretion, remove or disable access to material that infringes on the intellectual property rights of others. We may also restrict or terminate access to our Platform to those who we believe to be repeat infringers. If you believe your intellectual property rights have been violated, please review our Intellectual Property Dispute Policies.

#### **11. Other Stuff**

Summary: This section contains terms we have added for miscellaneous purposes. Please continue to read this section carefully.

11.1 Notices. Except as otherwise stated in this Agreement or as expressly required by law, any notice to us shall be given by certified postal mail to General Influence, Inc., Attn: [[]], or by email to [[]]. Any notice to you shall be given to the most current email address in your account.

11.2 Entire Agreement. This Agreement, including the Usage and Content Policies, Group Policies, Organizer and Leadership Standards, Member Restrictions, Payment Policies, and Trademark Usage Guidelines, constitutes the entire agreement between you and General Influence, superseding any prior agreements between you and General Influence on such subject matter.

11.3 No Agency. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and General Influence is intended or created by this Agreement. A member of the General Influence Platform is not General Influence's representative or agent, and may not enter into an agreement on General Influence’s behalf.

11.4 Governing Law. This Agreement and the relationship between you and General Influence shall be governed by the laws of the State of New York without regard to its conflict of laws provisions, except as set forth in Section 9.

11.5 Judicial Forum. If our agreement to arbitrate is found not to apply to you or your claim, or if you opt out of arbitration pursuant to Section 9.6, you and General Influence agree that any judicial proceedings (other than small claims actions) must be brought exclusively in the federal or state courts located in New York County, New York, and you and General Influence agree to venue and personal jurisdiction in those courts.

11.6 Time for Filing. Any claim not subject to arbitration must be commenced within one year after the date the party asserting the claim first knows or should know of the act, omission or default giving rise to the claim, or the shortest time period permitted by applicable law.

11.7 Assignment. This Agreement is not assignable, transferable or sublicensable by you except with General Influence’s prior written consent, but may be assigned or transferred by us to any affiliate or subsidiary, or in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of General Influence’s assets, or similar transaction.

11.8 No Waiver. A party’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive any right to act with respect to subsequent or similar breaches.

11.9 Severance. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and General Influence nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

11.10 Termination. If we terminate your account or access to our Platform, this Agreement terminates with respect to the member account that has been terminated. However, certain provisions of this Agreement that by their nature survive termination shall survive termination, including those terms listed below in Section 11.13 (Survival).

11.11 Survival. Sections 3 (Fees, Payments, and Offers), 4.2 (Content License from You), 4.3 (Privacy), 6 (Release), 7 (Indemnification), 8 (Warranty Disclaimer and Limitation of Liability), 9 (Dispute Resolution), 11.10 (Termination), 11 (Other Stuff) of this Agreement, and any other provisions necessary to give effect to these provisions, shall survive any termination or expiration of this Agreement.

11.12 Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The information in the “Welcome” section, “Terms of Service Overview” section, and in the “Tips” and “Summary” sections is also for convenience only and has no legal or contractual effect.

11.13 Violations. Please report any violations of this Agreement by a member or third party by sending an email to us.