

Wavelength Terms of Service

Last Updated: June 23, 2017

Thank you for your interest in Wavelength, which is operated by ReliaWorks, Inc. ("ReliaWorks"). This page explains the terms by which you may use our online and/or mobile services, website, and software provided on or in connection therewith (collectively, the "Service" or "Wavelength").

By creating a Wavelength account, whether through a mobile device, mobile application or computer, and/or by clicking a button or checking a box marked "I Agree" (or something similar), you agree to be bound by these Terms of Use and our Privacy Policy, which is incorporated by reference into this Agreement and available in the mobile application under the "Settings" section. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Service.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS/ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. **Acceptance of Terms of Use Agreement.** This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Service. This Agreement includes ReliaWorks' (i) Privacy Policy and (ii) terms disclosed and agreed to by you if you purchase or accept additional features, products or services we offer on the Service.
2. **Modifications.** We may, at any time and for any reason make changes to this Agreement. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted in the mobile application under Settings, and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you of the changes by reasonable means, which could include notification through the Services or via email. If you continue to use the Services after the changes become effective, then you shall be deemed to have accepted those changes. If you don't agree to these changes, you must end your relationship with us by ceasing to use the Services and leaving Wavelength.
3. **Eligibility.** You must be at least 18 years of age to create an account on Wavelength and use the Service. By creating an account and using the Service, you represent and warrant that you can form a binding contract with ReliaWorks, you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition, and you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations. If you create an account, you represent and warrant that you have never been convicted of a felony and that you are not required to register as a sex offender with any state, federal or local sex offender registry.
4. **Creating an Account on Wavelength.** In order to use Wavelength, you must have or create a Facebook account and sign in using your Facebook login. If you do so, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile and information about Facebook friends you might share in common with other Wavelength users. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy.
5. **Term and Termination.** This Agreement will remain in full force and effect while you use the Service and/or have a Wavelength account. You may terminate your account at any time, for any reason, by following the instructions in the "Settings" section of the mobile application. ReliaWorks may terminate or suspend your account at any time without notice if ReliaWorks believes that you have breached this Agreement in its sole discretion. Upon such termination or suspension, you will not be entitled to any refund of unused fees for in app purchases. After your account is terminated, this Agreement will terminate, except that the following provisions will still apply: Section 5, Section 9, Section 10(e), Section 15, and Sections 16-19.
6. **Non-commercial Use by Users.** The Service is for personal use only. Users may not use the Service or any content contained in the Service (including, but not limited to, content of other users, designs, text, graphics, images, video, logos, software, and computer code) in connection with any commercial endeavors, such as advertising or soliciting any user to buy or sell any products or services not offered by ReliaWorks. Users of the Service may not use any information obtained from the Service to contact,

advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service for any purpose except with ReliaWorks's express consent (such as for promoted profiles or other advertisements), which ReliaWorks may provide or deny in its sole discretion. ReliaWorks may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service.

7. Account Security. You are responsible for maintaining the confidentiality of your Facebook login credentials you use to sign up for Wavelength, and you are solely responsible for all activities that occur under those credentials. You agree to immediately notify ReliaWorks of any disclosure or unauthorized use of your login credentials at help@HiWavelength.com.

8. Your Interactions with Other Users

- a. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT RELIAWORKS CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS. RELIAWORKS ALSO DOES NOT VERIFY THE STATEMENTS OF ITS USERS. RELIAWORKS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ITS USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS. RELIAWORKS RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.
 - b. ReliaWorks is not responsible for the conduct of any user. As noted in and without limiting any other limitations of liability set forth in this Agreement, in no event shall ReliaWorks, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other users or persons you meet through the Service. You agree to take all necessary precautions in all interactions with other users, particularly if you decide to communicate off the Service or meet in person, or if you decide to send money to another user. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other users. Further, you are solely responsible for your interactions with other users. We reserve the right, but not the obligation, to monitor disputes between you and other users.
9. Proprietary Rights. ReliaWorks owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other proprietary information of ReliaWorks and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service, without first obtaining the prior written consent of ReliaWorks or, if such property is not owned by ReliaWorks, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

10. Content Posted by You in the Service.

- a. You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available (collectively, "post") on the Service or transmit to other users, including text messages, chat, videos, photographs, or profile text, whether publicly posted or privately transmitted (collectively, "Content"). You may not post as part of the Service, or transmit to ReliaWorks or any other user (either on or off the Service), any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that (i) all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, incomplete, misleading or false and (ii) you have the right to post the Content on the Service and grant the licenses set forth below.

- b. You understand and agree that ReliaWorks may, but is not obligated to, monitor or review any Content you post as part of a Service. ReliaWorks may delete any Content, in whole or in part, that in the sole judgment of ReliaWorks violates this Agreement or may harm the reputation of the Service or ReliaWorks.
- c. By posting Content as part of the Service, you grant to ReliaWorks a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute the Content. This license is for the limited purpose of operating, developing, providing, promoting, and improving the Service and researching and developing new ones.
- d. In addition to the types of Content described in Section 10(a) above, the following is a partial list of the kind of Content that is prohibited in the Service. You may not post, upload, display or otherwise make available Content that:
- promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - advocates harassment or intimidation of another person;
 - requests money from, or is intended to defraud, other users of the Service;
 - spams or solicits Wavelength's users;
 - promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
 - promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs, images, audio or video files or links to them;
 - contains video, audio, photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
 - contains restricted or password protected access pages, or hidden pages or images (those not linked to or from another accessible page);
 - provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;
 - provides instructional information about illegal activities such as making or buying illegal weapons or drugs, constructing explosives, violating someone's privacy, or providing, disseminating or creating computer viruses;
 - contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
 - impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
 - provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information);
 - disrupts the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges; and
 - solicits passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission.

ReliaWorks reserves the right, in its sole discretion, to investigate and take any legal action against anyone who violates this provision, including removing the offending communication from the Service and terminating or suspending the account of such violators.

- e. Your use of the Service, including all Content you post through the Service, must comply with all applicable laws and regulations. You agree that ReliaWorks may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Service in the future; or (v) protect the rights, property or personal safety of ReliaWorks or any other person.
- f. You agree that any Content you place on the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Wavelength users).

11. Prohibited Activities. ReliaWorks reserves the right to investigate, suspend and/or terminate your account if you have misused the Service or behaved in a way ReliaWorks regards as inappropriate or unlawful, including actions or communications that occur off the Service but involve users you meet through the Service. The following is a partial list of the type of actions that you may not engage in with respect to the Service. You will not:

- impersonate any person or entity.
- solicit money from any users.
- post any Content that is prohibited by Section 10.
- “stalk” or otherwise harass any person.
- express or imply that any statements you make are endorsed by ReliaWorks without our specific prior written consent.
- use the Service in an illegal manner or to commit an illegal act.
- access the Service in a jurisdiction in which it is illegal or unauthorized.
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- collect usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Service.
- interfere with or disrupt the Service or the servers or networks connected to the Service.
- transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service (either directly or indirectly through use of third party software).
- “frame” or “mirror” any part of the Service, without ReliaWorks’ prior written authorization.
- use meta tags or code or other devices containing any reference to ReliaWorks or the Service (or any trademark, trade name, service mark, logo or slogan of ReliaWorks) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service any software used on or for the Service, or cause others to do so.

- post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner, media or any content or information obtained from the Service other than solely in connection with your use of the Service in accordance with this Agreement.
12. **Customer Service.** ReliaWorks provides assistance and guidance through its customer care representatives. When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.
13. **Modifications to Service.** ReliaWorks reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that ReliaWorks shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Service, ReliaWorks reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Service.
14. **Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement.** You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:
- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - a description of the copyrighted work that you claim has been infringed;
 - a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable ReliaWorks to find the alleged infringing material, such as a user's profile screenshot);
 - your address, telephone number and email address;
 - 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
 - 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.

Notice of claims of copyright infringement should be provided to ReliaWorks' Copyright Agent at copyright@HiWavelength.com or the following address:

Copyright Agent

Shireen Brathwaite

c/o ReliaWorks Legal

PO Box 10368

St. Petersburg, FL 33733

ReliaWorks will terminate the accounts of repeat infringers.

15. **Disclaimers.**

- a. You acknowledge and agree that neither ReliaWorks nor its affiliates and third party partners are responsible for and shall not have any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of (i) any incorrect or inaccurate Content posted in the Service, whether caused by users or any of the equipment or programming associated with or utilized in the Service; (ii) the timeliness, deletion or removal, incorrect delivery or failure to store any Content or communications; (iii) the conduct, whether online or offline, of any user; (iv) any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or user communications; or (v) any problems, failure or technical malfunction of any telephone

network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to users or to any other person's computer or device related to or resulting from participating or downloading materials in connection with the Internet and/or in connection with the Service. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELIAWORKS PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. RELIAWORKS DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED.

- b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE.
 - c. 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.
 - i. From time to time, ReliaWorks may make third party opinions, advice, statements, offers, or other third party information or content available through the Service. All third party content is the responsibility of the respective authors of such content. RELIAWORKS DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT PROVIDED THROUGH THE SERVICE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS IN THE SERVICE. UNDER NO CIRCUMSTANCES WILL RELIAWORKS OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED IN THE SERVICE, OR TRANSMITTED TO OR BY ANY USERS. ReliaWorks is not involved in any dealings or payments between you and third parties, and these Terms of Service do not govern such transactions.
16. Links. The Service may contain, and the Service or third parties may provide, advertisements and promotions offered by third parties and links to other web sites or resources. You acknowledge and agree that ReliaWorks is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found in or through the Service are solely between you and such third party. You further acknowledge and agree that ReliaWorks shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.
17. Limitation on Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL RELIAWORKS, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES FOR LOSS, CORRUPTION OR BREACHES OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND

PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF RELIAWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, RELIAWORKS'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO RELIAWORKS FOR THE SERVICE WHILE YOU HAVE AN ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

18. Arbitration and Governing Law.

- a. Except for users residing within the European Union, Norway and elsewhere where prohibited by applicable law:
 - The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against ReliaWorks in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against ReliaWorks any class action, class arbitration, or other representative action or proceeding.
 - By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and ReliaWorks (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Our Arbitration Procedures are described below:
 - **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY. For any dispute with Company, you agree to first contact us at legal@HiWavelength.com and attempt to resolve the dispute with us informally. In the unlikely event that Company has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Francisco County, California, unless you and Company agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve

you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Company from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

- **Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.
 - Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against ReliaWorks (except for small-claims court actions) may be commenced only in the federal or state courts located in San Francisco County, California. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
 - This Agreement, and any dispute between you and ReliaWorks, shall be governed by the laws of the state of California without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.
- b. For users residing in the European Union, Norway or elsewhere where this arbitration agreement is prohibited by law, the laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Services. All claims arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal or state courts of San Francisco County, California, USA, and you and ReliaWorks consent to personal jurisdiction in those courts.
19. Indemnity by You. You agree to indemnify and hold ReliaWorks, its subsidiaries, and affiliates, and its and their officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any postings or Content you post in the Service, and the violation of any law or regulation by you. ReliaWorks reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with ReliaWorks in connection therewith.
20. Notice. ReliaWorks may provide you with notices, including those regarding changes to this Agreement, using any reasonable means, which may include email, SMS, MMS, text message or postings in the Service. Such notices may not be received if you violate this Agreement by accessing the Service in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.
21. Entire Agreement; Other. This Agreement, with the Privacy Policy and any specific guidelines or rules that are separately posted for particular services or offers in the Service, contains the entire agreement between you and ReliaWorks regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of ReliaWorks to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your Wavelength account is non-transferable and all of your rights to your profile or contents within your Wavelength account terminate upon your death. No agency, partnership,

joint venture or employment is created as a result of this Agreement and you may not make any representations or bind ReliaWorks in any manner.

22. **Service Location.** The Service is controlled and operated from facilities in the United States. ReliaWorks makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.
23. **Mobile Applications.** We may make available software to access the Service via a mobile device ("Mobile Applications"). To use any Mobile Applications you must have a mobile device that is compatible with the Mobile Applications. ReliaWorks does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. ReliaWorks hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one ReliaWorks user account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Applications; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications' features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (v) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that ReliaWorks may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and ReliaWorks or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. ReliaWorks reserves all rights not expressly granted under this Agreement. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

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