

# TERMS OF SERVICE

Last Updated: February 26, 2021

## INTRODUCTION

These Terms of Service (the “**Terms**”) cover your use of and access to (a) <https://www.execweb.com> and its associated domains (the “**Site**”) and (b) our virtual roundtables marketplace platform (the “**Platform**” and, together with the Website and related introductory services, the “**Services**”).

## BINDING AGREEMENT

The Terms form part of a binding contract between you and IntroEQ Inc. (d/b/a Execweb) (“**we**,” “**us**” or “**IntroEQ**”). By using or accessing the Services, you are agreeing to the Terms, our Privacy Policy **[INSERT AS LINK]**, and our Data Processing Addendum **[INSERT AS LINK]** (collectively, this “**Agreement**”).

If you use or access the Services in your capacity as a representative or employee of an organization, you agree to this Agreement on that organization’s behalf and you represent and warrant that you have the authority do so. References to “**you**,” “**your**” or similar terms in this Agreement refer to the individual or organization agreeing to the Terms.

IF YOU DO NOT ACCEPT THIS AGREEMENT, WE DO NOT GRANT YOU ANY LICENSE OR USE RIGHTS HEREUNDER, AND YOU MUST NOT USE OR ACCESS THE SERVICES.

## DESCRIPTION OF OUR SERVICES

IntroEQ is an online marketplace connecting tech executives (“**Executives**”) with relevant peers and third-party vendors (“**Sponsors**”). We serve as an intermediary between Executives and Sponsors. We offer a free platform for Sponsors to provide information about the types of Executives they are interested in and industry job titles and client accounts they would like to reach. Based on this data, IntroEQ recommends relevant tech executives to upcoming roundtables that best match the Sponsor’s criteria (“**Recommended Executives**”). Upon Executive consent, IntroEQ will send the contact information of the Sponsor to the recommended Executive through our event recommendation service (“**Eexecutive**”).

**Recommendation Service**"). More information about our Executive Recommendation Service is provided below in the Section titled "Executive Recommendation Service."

## **ACCESSING THE SERVICES**

### ***Eligibility***

No part of the Services is intended for individuals under the age of 13. You must be at least 13 years old to use and register for IntroEQ (d/b/a Execweb) Services. By accessing or using the Services, you represent and warrant that you are at least 13 years old. If you are between the ages of 13 and 18, you must review this Agreement with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to this Agreement. IF YOU ARE BETWEEN THE AGES OF 13 AND 18 AND YOUR PARENT OR LEGAL GUARDIAN DOES NOT AGREE TO THIS AGREEMENT YOU MUST NOT USE THE SERVICES. IF YOU ARE UNDER THE AGE OF 13 YOU MUST NOT USE THE SERVICES.

### ***Geographic Limitations***

Accessing or using the Services may be prohibited or restricted in certain countries. If you access or use the Services from outside of the United States, you are responsible for complying with the laws and regulations of the country, territory or jurisdiction from which you access or use the Services. By accessing or using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of, as the case may be, any person, organization or country which the United States has (i) identified as a "Specially Designated National," (ii) placed on the Commerce Department's Table of Deny Orders or (iii) specified as the target of a commercial embargo.

## **EXECUTIVE RECOMMENDATION SERVICE**

### ***Fees***

Our Executive Recommendation Service is free for Sponsors. The contact information of the Executive will not be forwarded to Sponsor without your consent.

### ***Bonuses***

IntroEQ will pay host the prevailing market rate to host/moderate a specific roundtable. IntroEQ will also pay host a referral fee if the host refers a tech executive peer who ends up attending the respective roundtable.

# YOUR CONTENT

## ***You Are Responsible for Your Content***

You hereby acknowledge that you or your representatives may send, receive, upload, retrieve, or otherwise transmit or recover, information, images, text, files, materials, content and other data (collectively, “**User Content**”) to or from the Services. You bear the sole and entire responsibility for the accuracy, reliability, usefulness, completeness, and contents, of any and all such User Content, including but not limited to any loss, liabilities or damages that arise or result from User Content.

## ***You Own User Content***

By providing or otherwise making available any User Content to the Services, you hereby represent and warrant that you or your affiliates own or have the necessary rights to send, upload, transmit or otherwise provide the User Content to the Services, and the provision of the User Content to, and use of the User Content by, with, or through the Services will not violate or infringe any third party intellectual property rights, or other rights, including but not limited to privacy, copyright, patent, trademark or trade secret rights, nor will it violate the terms of any agreement between you and a third party, including but not limited to any non-disclosure or confidentiality agreement.

## ***Our License to User Content***

When you upload or provide User Content to the Services, you grant IntroEQ (including our third party hosting providers acting on our behalf) a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, create derivative works of (such as those resulting from translations, adaptations or other changes we make so that the User Content works better with the Services), communicate, publish, publicly display, publicly perform and distribute the User Content for the limited purposes of allowing us to provide, improve, promote and protect the Services. This paragraph does not affect any rights you may have under applicable data protection laws.

# PROHIBITED USES

## ***Legal Use***

You represent and warrant that your use of the Services is not contrary to law, including, without limitation, applicable privacy laws, export or import controls and sanctions. You may not use the Services where prohibited by law.

## ***Unowned or Unlicensed Content***

You represent and warrant that you own all rights to your User Content or otherwise have (and will continue to have) all rights and permissions to legally use, share, display, transfer and license your User Content via the Services and in the manner required by this Agreement. If we use your User Content in the ways described in this Agreement, you represent and warrant that such use will not infringe or violate the rights of any third party, including without limitation any copyrights, trademarks, privacy rights, publicity rights, contract rights, trade secrets or any other intellectual property or proprietary rights. Other content on the Services may be protected by others' intellectual property, trade secret or other rights. You shall not copy, upload, download or share content unless you have the right to do so.

## ***Interfering with the Services***

You agree not to interfere with or disrupt the Services or servers, networks or devices connected to the Services, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You shall not inject content or code or otherwise alter or interfere with the way any of the Services are rendered or displayed in a user's browser or device. In addition, you agree not to:

- (1) probe, scan or test the vulnerability of any system or network;
- (2) breach or otherwise bypass any security or authentication measures;
- (3) access, tamper with or use non-public areas or parts of the Services, or shared areas of the Services that IntroEQ has not invited you to access;
- (4) take apart, decompile or reverse engineer any part of the Services in an effort to access things such as source code or algorithms;
- (5) access, search or create accounts for the Services by any means (for example, scraping, spidering or crawling) other than our publicly supported interfaces; and
- (6) take action that imposes an unreasonable load on our infrastructure or that of our third party providers (where IntroEQ reserves the right to determine what is reasonable or unreasonable).

## ***Spamming and Phishing***

You agree not to use our Services to send spam, emails that violate The CAN-SPAM Act or other laws, emails to people who have not explicitly consented (where such consent is required) or other unsolicited communications (bulk or otherwise), promotions or advertisements. We reserve the right to determine what constitutes spam.

You also agree not to send altered, deceptive or false source-identifying information (including any misleading or incorrect names, email addresses or subject lines), including, without limitation, phishing or spoofing.

### ***Deceptive, Fraudulent and Criminal Behavior***

When using or accessing the Services, you agree not to:

- (1) act in a way that is false, fraudulent, inaccurate or deceiving;
- (2) impersonate another person, company or entity;
- (3) engage in misleading or unethical marketing or advertising;
- (4) use unauthorized credit cards, debit cards or other unauthorized payment devices on the Sites;
- (5) infringe or misappropriate anyone's copyright, trademark or other intellectual property rights or to violate anyone's privacy or publicity rights.
- (6) threaten, harass or abuse any individuals;
- (7) incite violence;
- (8) publish sexually explicit or obscene material;
- (9) condone or promote self-harm;
- (10) condone or promote violence against any person or group based on race, ethnicity, nationality, religion, gender, gender identity, sexual preference, age or disability; or
- (11) violate any laws through your use of the Sites, including, without limitation, all local laws regarding online conduct and acceptable content.

### ***Consequences of Prohibited Use***

If we conclude, at our sole discretion, that you have misused the Services, we may take action against your account. We do our best to ensure fair outcomes, but in all cases, we reserve their right to remove any content or suspend or terminate your access to the Services without any refund of any amounts paid for the Services, without liability or notice to you, at any time and for any reason (except where prohibited by applicable law).

You may report violations of these guidelines directly to IntroEQ by emailing [support@execweb.com](mailto:support@execweb.com).

## **THIRD PARTY SERVICES, SITES AND CONTENT**

### ***Third Party Services***

The Services are integrated with various third party services and applications (collectively, “**Third Party Services**”) that may allow you to access their content and products. Examples of Third Party Services include social media platforms, eCommerce payment processors and other integration partners and service providers. These Third Party Services may have their own terms and policies, and your use of them will be governed by those terms and policies. We do not control Third Party Services, and we are not liable for the actions of any Third Party Services or for any transaction you may enter into with them. Your security when using Third Party Services is your responsibility. You also agree that we may, at any time and in our sole discretion, and without any notice to you, suspend, disable access to or remove any Third Party Services. We are not liable to you for any such suspension, disabling or removal, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses you may experience as a result (except where prohibited by applicable law).

### ***Third Party Sites***

The Services may contain links to third party sites. When you access third party sites, you do so at your own risk. We do not control and are not liable for any part of those sites or any actions of such third parties.

### ***Third Party Content***

The Services may contain content: (1) that is offensive or objectionable; (2) that contains errors; (3) that violates intellectual property, trade secret, privacy, publicity or other rights or the good name of you or third parties; (4) that is harmful to your or others' computers or networks; (5) that is unlawful or illegal; or (6) the downloading, copying or use of which is subject to additional terms and policies of third parties or is protected by intellectual property, trade secret, privacy or other laws. IntroEQ does not necessarily endorse such third party content or believe that such content is accurate, useful, lawful or non-harmful. We are not a publisher of, and we are not liable for, any third party content uploaded, posted, published or otherwise made available via the Services by you or anyone else. You are responsible for taking precautions to protect yourself, and your computer or network, from third party content accessed via the Services.

# INTROEQ'S INTELLECTUAL PROPERTY

## *The Services*

IntroEQ owns and hereby retains all proprietary rights in the Services. The Services are protected by copyright, trademark and other US and foreign laws. Except as explicitly provided herein, this Agreement does not grant you any right, title or interest in the Services, our trademarks, logos or other brand features or intellectual property or trade secrets or others' content in the Services. You agree not to change, translate or otherwise create derivative works of the Services or others' content.

## *Our Rights*

You acknowledge that all information and content appearing on or through the Services, including documents, copy, text, images, logos, design elements, graphics, as well as the arrangement and composition thereof, are the sole property of IntroEQ or its third-party licensors. IntroEQ reserves all rights in the Services that are not expressly granted to you in this Agreement. You shall not reproduce, distribute, modify, retransmit, or publish any copyrighted, trademarked, patented or otherwise protected material without the express written consent of the applicable owner or licensor.

## *Limited License*

We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Services solely in accordance with this Agreement. Except as explicitly provided herein, you obtain no rights under this Agreement from us or our licensors to the Services, including any related intellectual property rights.

## *Software*

At any time, IntroEQ may, in its sole discretion, provide to you certain software that may be either accessible, useable, or downloaded from, by, or through the Services. In the event you access or download software from the Services, the software, including any files or images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed to you by IntroEQ or a third party software provider (a "**Software Provider**"). In the event that the Software is proprietary to IntroEQ under no circumstances will title to the software be transferred to you by IntroEQ. IntroEQ retains full and complete title to the Software, and all intellectual property rights therein. Should IntroEQ make available for access or download, a Software Provider's software through the Services, your access or download and use of such third party Software shall be subject to the terms of use set forth by the relevant Software Provider, and any applicable license agreement in connection with such Software Provider. IntroEQ does not grant you the right to redistribute, sell, decompile, reverse

engineer, disassemble, or otherwise reduce the Software to a human-perceivable form, unless such right is specifically granted herein.

### ***IntroEQ Can Use Your Feedback***

To the extent that you give us feedback, comments, or suggestions concerning the Services (collectively, “**Feedback**”), you acknowledge and agree that all Feedback is IntroEQ’s sole and exclusive property. You agree to irrevocably assign and transfer to us, and hereby do assign and transfer to us all of your right, title, and interest in and to the Feedback, including all intellectual property rights therein. To the extent that the foregoing assignment is ineffective for whatever reason, you agree to grant and hereby grant to IntroEQ a non-exclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us in acquiring, perfecting and maintaining our intellectual property rights in and other legal protections for the Feedback.

## **RESERVATION OF RIGHTS**

We reserve the following rights, which we may exercise at any time and in our sole discretion, and without liability or notice to you (except where prohibited by applicable law):

- (1) we may change parts or all of the Services and their functionality;
- (2) we may suspend or discontinue parts or all of the Services;
- (3) we may terminate, suspend, restrict or disable your access to or use of parts or all of the Services;
- (4) we may terminate, suspend, restrict or disable access to the Services; and
- (5) we may change our eligibility criteria to use the Services (and if such eligibility criteria changes are prohibited by law where you live, we may revoke your right to use the Services in that jurisdiction).

Any future release, update or other addition to the Services shall be subject to this Agreement. IntroEQ reserves all rights not explicitly granted in this Agreement.

## **TERM AND TERMINATION**



This Agreement will remain in effect until terminated by either you or us. You may cease using our Services at any time. You understand and agree that IntroEQ may, in its sole discretion and at any time, terminate your account and access to the Services, for any reason. IntroEQ may also, in its sole discretion and at any time, discontinue any part of the Services or limit or restrict your access thereto, for any reason. In the event that IntroEQ deems you to be in violation of this Agreement, you understand and agree that IntroEQ may take any one or more of the foregoing actions without prior notice to you. If IntroEQ has not deemed you to be in violation of this Agreement, IntroEQ shall provide you with two (2) weeks prior written notice before taking such actions.

## **PRIVACY**

### ***Privacy Policy***

Our Privacy Policy [\[INSERT AS LINK\]](#) forms part of this Agreement. By using the Services, you agree to the terms specified in the Privacy Policy.

### ***Data Processing Addendum***

Our Data Processing Addendum [\[INSERT AS LINK\]](#) forms part of this Agreement. The Data Processing Addendum applies to citizens of countries within the European Union and other countries within the European Economic Area. By using the Services, you agree to the terms specified in the Data Processing Addendum.

### ***Compliance with Privacy Laws***

You agree that you are solely responsible, when using or accessing the Services, for complying with applicable data protection, security and privacy laws and regulations (including, where applicable, the EU General Data Protection Regulation and the EU e-Privacy Directive/Regulation, as defined in the Data Processing Addendum), including any notice and consent requirements. This paragraph is applicable, without limitation, to (1) the collection and processing by you of any personal data and (2) your use of the Services to send marketing and other electronic communications to individuals.

## **DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE**

### ***Reporting Claims of Copyright Infringement***

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible the Services infringe your copyright, you may request removal of those materials (or removal

access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the “**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- (1) Your physical or electronic signature.
- (2) Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- (3) Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- (4) Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- (5) A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- (6) A statement that the information in the written notice is accurate.
- (7) A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Attn: Copyright Compliance Department  
IntroEQ Inc.  
28-07 Jackson Avenue, Floor 5  
Long Island City, NY 11101  
copyright@introeq.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## ***Counter Notification Procedures***

If you believe that material you posted on the Services was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a

**“Counter-Notice”**) by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- (1) Your physical or electronic signature.
- (2) An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- (3) Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- (4) A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- (5) A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Services may be found) and that you will accept service from the person (or an agent of that person) who provided us with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### *Repeat Infringers*

It is our policy in appropriate circumstances to disable or terminate the accounts of users who repeatedly infringe copyright laws.

## **SURVIVAL**

All sections of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, *Your Content, IntroEQ's Intellectual Property, Digital Millennium Copyright Act Notice, Warranty Disclaimers, Limitation of Liability, Indemnification, Dispute Resolution and Additional Terms.*

## DISCLAIMER OF WARRANTY

THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CONTENT WE PROVIDE, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER INTROEQ NOR ANY OF ITS EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "**INTROEQ PARTIES**") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (1) THE SERVICES; (2) OUR CONTENT; (3) USER CONTENT; OR (4) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO INTROEQ OR VIA THE SERVICE. IN ADDITION, THE INTROEQ PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE INTROEQ PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE INTROEQ PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) PRESENTED ON THE SERVICES IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE INTROEQ PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE INTROEQ PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THIS AGREEMENT.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

THE INTROEQ PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

## LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL THE INTROEQ PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (1) THE SERVICE; (2) OUR CONTENT OR THAT OF THIRD PARTIES; (3) USER CONTENT; (4) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (5) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE INTROEQ PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (6) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (7) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (8) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. SUCH LOSS OR DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE INTROEQ PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE INTROEQ PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE INTROEQ PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED THE TOTAL AMOUNT PAID BY YOU IN THE LAST CALENDAR YEAR TO INTROEQ PURSUANT TO THIS AGREEMENT.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF INTROEQ'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE INTROEQ PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EVENT OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE INTROEQ PARTIES.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED,

AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

INTROEQ IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

## **INDEMNIFICATION**

You agree to defend (at IntroEQ's request), indemnify and hold harmless IntroEQ, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your content or your access to or use of the Service; (ii) your breach or alleged breach of this Agreement; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by IntroEQ in the defense of any claim. IntroEQ reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of IntroEQ.

## **ALTERNATIVE DISPUTE RESOLUTION**

### ***Applicability***

This section applies only to our users who are: (1) US citizens, (2) non-US citizens who are not EU residents and (3) EU residents who bring any claim against IntroEQ in the US.

## ***Informal Resolution***

You agree to attempt to resolve any claims directly with IntroEQ prior to filing such claims or initiating a formal proceeding with any court, governmental agency or other third party. To work with IntroEQ directly, please email [support@introeq.com](mailto:support@introeq.com) with a description of your claim. We will try to resolve the dispute directly via email, phone or other methods. If we cannot resolve the claim or dispute within thirty (30) days of our receipt of your first email, you or IntroEQ may then bring a formal proceeding.

## ***Arbitration Agreement***

You agree that any controversy, claim or dispute arising out of or relating to this Agreement, or the breach thereof, will be resolved by final and binding arbitration under the rules of the American Arbitration Association in an arbitration proceeding conducted in New York, New York. Except as otherwise provided in this Agreement, both you and IntroEQ waive any right to adjudicate any dispute in any other court or forum, except that a party may seek interim relief before the start of arbitration in a state or federal court sitting in New York, New York, to protect its confidential information. Both you and IntroEQ shall abide by any decision in the arbitration and any court having jurisdiction may enforce it. Both you and IntroEQ submit to the jurisdiction of the federal and state courts sitting in New York, New York to compel arbitration or to confirm an arbitration award. The prevailing party shall be entitled to reimbursement of attorney fees and costs. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. IntroEQ's performance under this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall abridge IntroEQ's rights to comply with any governmental, court and law enforcement requests or requirements relating to your use of the Website or Services or information provided to or gathered by IntroEQ with respect to such use.

## ***No Class Actions***

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES 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 THESE TERMS OF SERVICE, YOU AND INTROEQ 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.

## **TIME LIMITATION ON CLAIMS**

You agree that any claim you may have arising out of or related to your relationship with IntroEQ must be filed within one (1) year after you first know, or reasonably should have known of the act, omission or default giving rise to the claim; otherwise, your claim is permanently barred. If applicable law prohibits a one (1) year limitation, any claim must be asserted within the shortest time period permitted by applicable law.

## **ADDITIONAL TERMS**

### ***Entire Agreement***

This Agreement, which includes the Terms, the Privacy Policy and the Data Processing Addendum, constitutes the sole and entire agreement between you and IntroEQ regarding the Services and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

### ***Third Party Rights***

This Agreement does not confer any third-party beneficiary rights.

### ***Assignment***

You will not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of IntroEQ. Any purported assignment or delegation by you without the appropriate prior written consent of IntroEQ will be null and void. IntroEQ may assign this Agreement or any rights hereunder without your consent. Neither the course of conduct between the parties nor trade practice will act to modify this Agreement.

### ***Waiver and Severability***

No waiver by IntroEQ of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of IntroEQ to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to



the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## ***Modifications***

We may modify this Agreement from time to time, and will always post the most current version on our site. If a modification meaningfully reduces your rights, we will notify you (by, for example, sending you an email or displaying a prominent notice within the Services). The notice will designate the date on which the modifications become effective. Modifications will never apply retroactively. By continuing to use or access the Services after any modifications come into effect, you agree to be bound by the modified Agreement, including any price changes. If you disagree with our changes, then you should stop using the Services and cancel all Paid Services.

## ***Events Beyond IntroEQ's Control***

We are not in breach of this Agreement or liable to you if there is any total or partial failure of performance of the Services resulting from any act, circumstance, event or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state or regulation, war, civil commotion, terrorism, insurrection, inability to communicate with third parties for whatever reason, failure of any computer dealing or necessary system, failure or delay in transmission of communications, failure of any internet service provider, strike, industrial action or lock-out or any other reason beyond our reasonable control.

## ***Governing Law; Venue***

If there is any dispute arising out of the Website or Services, by using the Website and/or Services, you expressly agree that any such dispute shall be governed by the laws of the State of New York, without giving effect to its conflict of laws principles and excluding that body of law known as the United Nations Convention on Contracts for the Sale of Goods. You acknowledge and agree that any violation of this Agreement may cause IntroEQ irreparable harm, and therefore agree that IntroEQ will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that IntroEQ may have for a breach of this Agreement.

## ***Translation***

This Agreement was originally written in English. We may translate this Agreement into other languages. In the event of a conflict between a translated version and the English version, the English version will control except where prohibited by applicable law.

