

## Managed by Q Terms of Service

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Effective: January 3, 2020

Welcome to Managed by Q! These terms of service (“**Terms**”) cover your access to our online Platform designed for use by office managers, administrators and similar professionals around the globe. **IT IS IMPORTANT THAT YOU READ ALL OF THE TERMS BELOW CAREFULLY** as they explain – in the simplest terms our lawyers would allow – our obligations in making the Platform available for your use and your obligations as a user of the Platform.

### These Terms Apply to You

By using our Platform you are automatically agreeing to be bound by these Terms, the Order described below (see “How Do I Get Started?”) and our Privacy Policy (this last item – available at <https://www.managedbyq.com/privacy> – explains how we collect and use your information). If you are dissatisfied with any of those materials or with us in any way, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM.

These Terms of Service ***will also apply to any Managed by Q mobile application and other forms of our online activity*** that reference these Terms of Service. In such instances, the terms “Platform” and “Services” shall include the applicable mobile application or other Managed by Q online activity whenever those terms are used below.

### What Do We Mean by “Platform”?

When we refer in these Terms to the “**Platform**” we mean our services made available to you through our website (also known as the “**Site**”) or through our mobile application. Underlying the Platform is our proprietary software used to make those services and any associated documentation available to you whenever you login.

### How Do I Get Started?

These Terms apply to all of our subscribers across the board. When you subscribe to the Platform (typically during or immediately following the expiration of your free trial period) you will also agree to a brief “**Order**” that is – unlike these Terms – *specific to your firm*. The Order lays out key, individualized details such as the subscription fees and billing cycle (annual or monthly) applicable to your firm and the start date of your subscription to our service. Once you have acknowledged these Terms and the Order and paid any applicable subscription fees you will have opened an “**Account**” with us.

## **Are These Terms, the Order and our Privacy Policy the Only Agreements that Matter?**

No, there's one more item. Certain of our services – at the moment the Services Marketplace in particular because of the role of third party vendors in that service, and [Staffing Services](#) – have their own Terms of Service (referred to in these Terms as “**Specific Additional Service Terms**”) that apply in addition to these Terms. When you use any such service you will be subject to the applicable Specific Additional Service Terms about which you will be notified. Note that if these Terms are inconsistent with any Specific Additional Service Terms, the Specific Additional Service Terms will control.

## **We May Need to Get in Touch with You from Time to Time**

By accepting these Terms you agree to receive electronically all communications, agreements, documents, notices and disclosures (referred to in these Terms, collectively, as “**Communications**”) that we provide in connection with your Account and your use of the Platform. Communications include but are not limited to:

- agreements and policies, such as these Terms and our Privacy Policy, including updates to the same;
- various disclosures;
- transaction receipts or confirmations;
- communications in relation to delinquent Accounts (which may also be by phone, and may be made by us or by anyone on its behalf, including a third party collection agent);
- Account statements and history; and
- federal and state tax statements.

We will provide these Communications to you by emailing them to you, by emailing you a link or instructions for how to access them on a website or (if permitted by law) by posting them on the Site. Communications are considered received by you within 24 hours of the time they are emailed to you or posted to our Site.

It is important for you to retain copies of Communications because they may not be accessible in your Account at a later date.

## **Certain “Rules of the Road” Apply When You Use Our Platform**

They are as follows:

- Your rights to use the Platform are non-exclusive and non-transferable. You may use the Platform only to support your own internal business, and not in support of any third-party's business or for personal, family or household purposes;
- We may from time to time modify the Platform and add, change, or delete features of the Platform in our sole discretion. We will use commercially reasonable efforts to post information about material changes to the Platform on the Site or via email. If a change to the Platform materially decreases the

features and functionality of the Platform, you may terminate this Agreement without penalty or consequence after providing us with notice of intent to terminate. Your continued use of the Platform after any such changes to the Platform constitutes your acceptance of these changes. We may also limit the geographic locations or jurisdictions where certain Services may be available;

- The Platform may be used and accessed only by your personnel who have a need to access the Platform in order to exercise your firm's rights or comply with your firm's obligations under this Agreement. You shall be fully responsible for use of the Platform by your personnel and their compliance with these Terms; if you register an Account, you agree that you will provide us with true, current, complete and accurate information requested in the Order and from time to time relating to your personnel who will be using the Platform;
- You agree that all information you provide to us through the Platform, including without limitation your firm's Account information, will be accurate and complete in all respects. You agree to promptly notify us of any changes to your information. You are responsible for all uses of the Platform made using your firm's user names and passwords. You agree to notify us immediately if you become aware of any unauthorized use or disclosure by any of your personnel of their email address, user name or password, or any other breach of security regarding the Platform of which you become aware; you agree to hold harmless and release us from any loss or liability whatsoever that you may incur as a result of someone other than your personnel using any usernames, passwords or accounts that had been issued to your personnel, either with or without your knowledge. You also agree to indemnify us for any damages, third party claims or liabilities whatsoever that we may incur as a result of activities that occur on or through your Account, whether or not you were directly or personally responsible;
- With your prior approval, which will not be unreasonably delayed or withheld, we may use your names and logos on our marketing website and in marketing materials;
- You agree not to:
  - Use or allow the use of the Platform to deliver spyware, adware, spam, or other deceptive or fraudulent content and/or malicious code;
  - Use any information or content provided to you through the Platform to create any application, service, software or documentation that is similar to the Platform;
  - Violate any laws or regulations of any applicable jurisdiction in connection with your activities relating to the Platform (including without limitation any privacy laws or any state or federal banking or securities laws), or otherwise use the Platform in any way that is in furtherance of criminal, fraudulent, or other unlawful activity;
  - Interfere with or disrupt the Platform or servers or networks connected to the Platform;

- Violate any codes of conduct, requirements, terms of use, policies or regulations of networks associated with the Platform;
  - Interfere with or attempt to interfere with any other party's use of the Platform;
  - Gain access to or attempt to gain access to any account, computers or networks related to the Platform without authorization; or
  - Forge headers or otherwise manipulate identifiers to disguise the origin of any content or communication transmitted through the Platform; and
- Finally, we reserve the right to prohibit any conduct by your firm or to remove your firm from the Platform if we in good faith believe that any material posted by your firm through the Platform is: (a) in violation of these Terms, or (b) is illegal, potentially harmful to others, otherwise objectionable or that may expose us or any user of the Platform to harm, damage to reputation or liability.

You authorize us to monitor your use of the Platform to ensure your compliance with the foregoing requirements.

### **We Are a Subscription Service**

You agree to pay us the fees set forth in the Order. If the Order so provides, you authorize your credit card or account (via ACH) to be charged by us for the invoiced amount at the time of invoice, which will be the start date of your subscription (as set forth in the Order) and each subsequent invoice date based on whether you have elected an annual or monthly billing cycle. You will be able to view the next billing date applicable to your firm through your account settings. If you are not paying by credit card or via ACH, then (unless the Order otherwise provides) you agree to pay invoiced amounts within ten (10) days of receipt of invoice.

All payments under these Terms and any Order are non-refundable (for avoidance of doubt, even were you to cancel a subscription in advance of the expiration date of the same) and, unless otherwise agreed, shall be made in United States dollars. Past-due payments will be subject to late payment charges of the lesser of: (a) one and one-half percent (1 ½ %) per month, or (b) the maximum rate allowed by law.

If applicable, we will collect sales tax, based on the information you have provided to us. You are responsible for ensuring that the information you have provided us is complete and accurate (such as your location). You shall be responsible for all other applicable taxes, however designated, incurred in connection with your use of the Platform, including but not limited to state and local privilege, excise, VAT, and use taxes and any taxes or amounts in lieu thereof paid or payable by us, but excluding taxes based upon the net income of us.

If a payment becomes seven (7) days or more overdue, we reserve the right to suspend your access to the Platform without liability to you, until payment is made in full. If any payment becomes ten (10) days or more overdue, we may terminate these Terms and your access to the Platform upon notice to you. We have the

right to change payment terms, including by requiring upfront payment for the Platform, in our discretion based on your payment history.

### **Canceling Your Subscription**

The term of your access to the Platform begins on the start date and continues thereafter on a month-to-month basis or for a period of one (1) year, depending on whether you have opted for a month-to-month or annual plan (as set forth in the Order). If you have opted for a month-to-month plan, your subscription will automatically renew for a further one-month period immediately following the expiration of the then-current one-month period unless you notify us in writing (email is sufficient) prior to the first day of any such further one-month period that you do not desire to so renew; likewise, if you have opted for an annual plan, your subscription will automatically renew for a further one-year period immediately following the expiration of the then-current one-year period unless you notify us in writing (email is sufficient) prior to the first day of any such further one-year period that you do not desire to so renew.

Either of us may also terminate these Terms and your access to the Platform with immediate effect if the other materially breaches these Terms or any Order and does not cure such material breach within five (5) days following written notice (email is sufficient) to it of the same.

Any provision of these Terms or any Order that by its terms applies after termination shall survive any termination of these Terms and/or your access to the Platform. Upon termination you shall promptly pay all outstanding amounts due to us under these Terms or any Order.

### **We'll Protect Each Other's Confidential Information**

- **"Confidential Information"** means any non-public information or data that is disclosed by one party to the other party pursuant to your subscription to the Platform. Our Confidential Information includes the Software, as well as the structure, organization, design, algorithms, report formats, templates, data models, logic flow, and screen displays associated with the Software. Your Confidential Information includes the content and data you provide us in connection with your use of the Platform and personal information associated with your personnel (referred to herein collectively as **"Subscriber Data"**). Confidential Information does not include information that the receiving party can show: (a) is or becomes publicly known or available without breach of the Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its contemporaneous written records;
- A receiving party agrees: (a) to hold the disclosing party's Confidential Information in confidence; (b) to protect the disclosing party's Confidential Information in the same manner that it protects the confidentiality of its own similar confidential information (but in no event using less than reasonable care); and (c) except as expressly authorized by these Terms or the Privacy Policy, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the disclosing party's Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information as required by law; in such event, the receiving Party shall (if permitted by law) inform the other party prior to any such required disclosure to allow the other party to seek a protective order or other

limitations on such disclosure. Each party shall promptly notify the other party in writing if it becomes aware of a breach of the confidentiality obligations herein;

- We maintain reasonable and industry standard security measures to help protect against the loss, misuse and alteration of your Confidential Information under our control. We require employees to comply with information security safeguards and use firewalls and other intrusion detection and prevention controls to help prevent unauthorized persons from gaining access to your Confidential Information. Additionally, we take reasonable steps to ensure that our third-party business partners, including our hosting partners, provide sufficient protection for Confidential Information. You acknowledge that no method of transmission over the Internet, or method of electronic storage, is 100% secure, and that we cannot guarantee absolute security;
- Each party acknowledges and agrees that any violation of the foregoing confidentiality obligations may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party shall be entitled to preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that disclosing party shall have at law or in equity;
- Our handling of personal information is governed by our Privacy Policy available on the Site. The terms of our Privacy Policy are incorporated by reference into these Terms. You acknowledge that we may retain a copy of your transactional information gathered through the use of the Platform and other information uploaded on your Account. We shall not share personal information with anyone except in the manner provided in our Privacy Policy.

### **We Continue to Own Our Things and You Continue to Own Your Things**

You agree that we and our licensors own all intellectual property rights in and to the Platform, the Software, and the Site, including but not limited to the look and feel, organization, designs, algorithms, templates, data models, logic flow, text, graphics, logos, report formats, and screen displays associated with the Site. You will not reverse engineer, decompile or disassemble the Software, or otherwise attempt to reconstruct or discover the source code for the Software. You further agree not to resell, lease, assign, distribute, time share or otherwise commercially exploit or make the Platform available to any third party for such third party's benefit. We reserve all rights in the Platform and Software not expressly granted to you hereunder.

You agree that we and our licensors' trademarks, brand names and copyright notices will be included on the Platform and associated documentation. You agree not to remove, modify, obscure or hide any trademarks, brand names or any other proprietary rights notices included on the Platform and associated documentation.

You grant us a royalty-free, worldwide, transferable, and perpetual license to use or incorporate into the Platform any suggestions, ideas, enhancement requests, or feedback provided by you relating to the

Platform. Any intellectual property rights associated with such ideas, enhancement requests or feedback shall be owned solely by us.

We agree that you retain ownership of all your Subscriber Data (as defined above). You agree to provide Subscriber Data that is accurate, complete, proper and complies with these Terms and any Order. By submitting Subscriber Data, you: (i) represent and warrant that the Subscriber Data is original to you or that you otherwise have the unrestricted right to provide such Subscriber Data, and (ii) agree that we may use such Subscriber Data on a royalty-free basis in order to provide the Services and as otherwise expressly permitted by the Agreement. Notwithstanding anything to the contrary in these Terms or any Order, we may derive and compile from your Subscriber Data and your usage of the Platform anonymized, aggregated and/or analytical information, so long as such information does not reveal any information about you or any Order or any individual. Such information may be used for our business purposes, including, but not limited to, improving our operations, products and the Platform and to create new products.

- You agree not to:
  - provide any Subscriber Data that is untruthful, illegal, misleading, defamatory, indecent, obscene, inappropriate, threatening, harassing, bigoted, abusive, degrading, infringing of any third party proprietary rights, invasive of personal privacy, or otherwise offensive or objectionable;
  - supply any Subscriber Data that includes any virus, worm or other harmful code or software; or
  - create a false identity, impersonate any person, or misrepresent your affiliation with any other person or entity including us.

### **Links to Third Party Sites May be Available Through Our Platform**

You may when using our Platform be directed to websites maintained by other third party service providers.

You acknowledge that such sites and services are completely independent of us and as we have no control over them, we accept no liability in respect of your use, ability or inability to use them or any of the content of such sites. You acknowledge that any use of the products and services offered by such third party services providers (e.g., for the purposes of payment processing, direct deposit services, payroll tax return preparation, filing and government remittances) will be at your sole risk. You acknowledge that use of such third party service providers and their websites and services is, except where prohibited or modified by applicable law, subject to the terms, conditions and policies established by the third party service providers. You hold us harmless and hereby release us from any liability whatsoever whether arising out of contract, tort or otherwise for and from any claims (defined below) arising out of your use of, or inability to use, the products and services of third party service providers whether or not such use is ancillary to your use of our Platform. The availability of such third party services in connection with the Platform does not constitute an

endorsement, warranty, or representation as to the fitness, suitability, merchantability, title, non-infringement, quality, or accuracy of the third party provider or its products or services.

### **In Using the Platform You're Making Certain Acknowledgements**

Those acknowledgements are as follows:

- Subscriber Data: (i) is owned by you, or you have the full right to provide the Subscriber Data to us; (ii) does not infringe or misappropriate any copyright, trademark, trade secret or other intellectual property right; (iii) does not violate any person's right of privacy or publicity; and (iv) does not contain any unlawful, obscene, defamatory or libelous material. Your use of Subscriber Data in connection with the Platform is not in breach of any covenant or obligation of confidentiality that you have to any other person or entity. You are solely responsible for your Subscriber Data, and acknowledge that we have no responsibility or intent to review or monitor any your Subscriber Data;
- You shall be solely responsible for your use of the Platform and agree that the Platform is strictly a tool to be used in conjunction with good and reasonable business judgment by competent personnel. We cannot control and have no duty to take any action regarding how you may interpret and use the Platform or what actions you may take as a result of having been exposed to the Platform, and you hereby release us from all liability for your having acquired or not acquired content or other information through the Platform;
- The Platform may contain features, functionality and information that are provided through or by third-party content, software, web sites and/or systems (referred to in these Terms as "**Third-Party Materials**"). Your use and access of these features and functionality are subject to the terms published or otherwise made available by the third-party providers of Third-Party Materials. We have no responsibility for any Third-Party Materials; and
- We do not warrant that the Platform will operate without interruption or error-free, or that the Platform will be totally secure. To the extent that data is being transmitted over the Internet, you acknowledge that we have no control over the functioning of the Internet, and we make no representations or warranties of any kind regarding the performance of the Internet. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OR ANY ORDER, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING. YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM AND THE SERVICES AVAILABLE TO YOU THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS, WHERE IS" BASIS.

### **You Will be Required to Indemnify Us if Your Use of the Service Gives Rise to a Claim Against Us**

You, at your expense, will indemnify, defend and hold us and our officers, directors, members, managers, owners, employees, and affiliates harmless from and against all liability, damages, injuries, losses, costs and

expenses (including attorney's fees) arising out of or relating to your use of the Platform, including but not limited to liability, damages, injuries, losses, costs and expenses arising from any claims relating to: (a) your or your agents' breach of any representations, warranties or covenants under these Terms or any Order, (b) your or your agents' failure to comply with applicable laws and regulations or (c) any Subscriber Data. We shall provide you with reasonably prompt written notice of any third-party claim covered by the foregoing indemnity.

### **Our Liability to You is Limited**

- a. should there be a failure of or error, omission, defect, deficiency, delay causing downtime, or inability ON YOUR PART to access the Services for any length of time, including as a result of the permanent termination of services, YOU acknowledge and agree that YOUR only remedy is to discontinue ACCESSING THE PLATFORM AND using the Services. OUR LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR BY STATUTE OR OTHERWISE) TO YOU IN ANY MANNER RELATED TO THESE TERMS, THE ORDER OR THE PLATFORM, SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID OR PAYABLE BY YOU TO US HEREUNDER WITH RESPECT TO THE PLATFORM DURING THE SIX (6) MONTHS PRIOR TO THE DATE THAT THE RELEVANT CAUSE OF ACTION ACCRUED.
- b. IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE LOSSES, DAMAGES OR EXPENSES WHETHER ARISING IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, OR THE COST OF RECREATING LOST DATA), EVEN IF WE HAVE BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. YOU AGREE THAT WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE, OR INJURY BASED ON INFORMATION DIRECTLY OR INDIRECTLY OBTAINED THROUGH THE PLATFORM.
- c. THE EXCLUSIONS OF DAMAGES AND LIMITATIONS OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR BREACH OF CONFIDENTIALITY OBLIGATIONS OR TO INDEMNIFICATION OBLIGATIONS.
- d. No action, regardless of form, arising out of or related to these Terms or any Order may be brought by you more than one (1) year following the event with gave rise to the cause of action.
- e. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and our compensation for the Services reflects such allocation. These limitations of liability will apply notwithstanding any failure of essential purpose of any limited remedy.

### **Certain Conditions Are Specific to the Services Marketplace**

In addition to the provisions of any Specific Additional Service Terms (as defined above) relating to the Services Marketplace:

Certain of the Services – namely those under our Services Marketplace – are provided by third party vendors (each, a “**Third Party Provider**”) unaffiliated with us (“**Third Party Services**”). Third Party Services are only available to subscribers in certain geographical areas; accordingly, depending on where you are located, Third Party Services may not be available to you. You agree to hold harmless and release us from any liability relating to your use of such Third Party Services. Your access to and conditions of use of such Third Party Services may be limited in accordance with the terms of use published by such Third Party Provider.

If you use Third Party Services, you agree that you do so at your own risk. Unless expressly stated to the contrary, we do not pre-qualify, review, or endorse Third Party Providers and we provide no representation or warranty as to the background, reputation, character, qualifications, skills, insurance, work product, services, advice, recommendations or quality of the Third Party Providers. If you use a Third Party Provider you acknowledge that you are doing so at your own risk and that we will not be party to any disputes between you and a Third Party Provider; you hereby release and hold us harmless from any claims arising from your use of the Third Party Provider.

The following provisions apply generally to Third Party Services unless the Specific Additional Service Terms relating to the same provide otherwise:

- you will be allowed to cancel any recurring Third Party Services at any time by providing thirty (30) days advance written notice (email is sufficient); this thirty-day notice period will be waived if you order replacement services of the same or greater value through our Platform; in the case of “one-off” (rather than recurring) services, you may cancel the same at any time up to twenty-four (24) hours prior to the scheduled start time for the applicable services (with the understanding that you will remain responsible for the fees relating to any one-off services that are cancelled on less than twenty-four (24) hours’ notice);
- we reserve the right to modify fees relating to Third Party Services upon thirty (30) days advance written notice to you; all fees relating to Third Party Services shall be paid and delivered through the Platform only, and in no event directly to any Third Party Provider or otherwise outside of the Platform (with two (2) possible exceptions: (a) payment outside of the Platform may be authorized by us for a particular circumstance from time to time or (b) if a prior relationship with one of our Third Party Providers exists;
- payments in respect of Third Party Services will be due and payable (by credit card or ACH payments or otherwise as agreed) on the dates agreed at the time you order such Third Party Services (based invoices emailed by us to your firm). In all events, we will charge any and all outstanding payments relating to Third Party Services that remain unpaid for a period of sixty (60) days after the date of the invoice, to the credit card you provide at the time of the applicable order, and you hereby agree to such charge.

**And Finally . . .**

- a. We are and intend to be independent contractors with respect to your subscription to and use of the Platform. We each agree that neither of us, our respective employees or our contractors shall be considered as having an employee status with the other party. No form of joint employer, joint venture, partnership, or similar relationship between us is intended or hereby created. There are no intended third-party beneficiaries under these Terms or any Order.
- b. Neither of us will be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond its reasonable control, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, acts of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather or other act of God, failure of telecommunication or internet service providers.
- c. These Terms, together with the Privacy Policy and the Order, constitute the entire understanding of the parties with respect to their subject matter, and supersede all prior or contemporaneous written and oral communications, understandings or agreements with respect to their subject matter. No waiver of any provision of these Terms, the Privacy Policy or any Order, or of any rights or obligations of either of us hereunder, will be effective unless in writing and signed by the party waiving compliance. The failure by either of us to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right.
- d. You will have no right to assign these Terms or any Order or any of your obligations hereunder or thereunder. We may assign these Terms and any Order and any of our rights hereunder or thereunder to third parties upon notice to you of any such assignment.
- e. Every provision of these Terms and any Order is intended to be severable. If any section of these Terms or any Order is found to be invalid or unenforceable, then such section will be deemed amended and interpreted, if possible, in a way that renders it enforceable. If such an interpretation is not possible, then the section will be deemed removed from these Terms or such Order, as applicable, and the rest of these Terms and such Order will remain in full force and effect.
- f. You agree to comply with all relevant export laws and regulations, including, but not limited to, the U.S. Export Administration Regulations and Executive Orders ("**Export Controls**"). You warrant that you are not a person, company or destination restricted or prohibited by Export Controls ("**Restricted Person**"). You will not, directly or indirectly, export, re-export, divert, or transfer the Software or Platform, any portion thereof or any materials, items or technology relating to our business or related technical data or any direct product thereof to any Restricted Person.
- g. These Terms may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.
- h. The intentional action of finalizing your subscription (through the check-out process on the Platform) shall be evidence of consent to be legally bound by these Terms and each Order, as

applicable. Each of us is solely responsible for reviewing and understanding all of the terms and conditions set forth in these Terms and the Order.

- i. Except as otherwise set out herein, these Terms and each Order shall in all respects be governed by and interpreted, construed and enforced in accordance with the internal laws of the State of New York as applied to agreements entered into and to be performed entirely within the State of New York, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction. These Terms and each Order and any actions whatsoever taken by you in connection with these Terms or such Order or with any Services or Software, will be deemed to have been performed in the State of New York. The parties hereto irrevocably submit and agree to the exclusive jurisdiction and venue of the Federal and state courts located in New York County, New York.
  
- j. You waive all rights to a trial by jury in connection with any legal proceeding or dispute against us. You further agree that any dispute or proceeding which you may bring against us shall be conducted on an individual basis and not a class-wide basis and that any such proceeding or dispute shall not be consolidated with any other dispute or proceeding which might arise between us and any other user. In furtherance of the foregoing, class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.