

## Beacon Tech Inc.

### Terms of Service

These Terms of Service (this “**Agreement**”) set out the terms on which Beacon Tech Inc. (“**Marigold**,” “**we**” or “**us**”) will provide access to and use of certain services available on or through its websites, including [www.marigoldhealth.com](http://www.marigoldhealth.com) and/or software applications or mobile applications (collectively, the “**Service**”) to you, a user of the Service (“**you**” or “**User**”). Users may also be referred to as “members” on the Service. You should read this Agreement carefully. By indicating acceptance of this Agreement or by otherwise using the Service, you are entering into a legally binding agreement with us (and you hereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement). If you do not agree to these terms and conditions, you must not use the Service.

Each of Marigold’s service clients may be subject to one or more separate subscription, pilot or other written agreements with Marigold or with each other (each, a “**Service Agreement**”). This Agreement applies only to use of Marigold’s websites and the Service and in no way affects the terms and conditions of any Service Agreement.

THIS AGREEMENT CREATES A BINDING LEGAL AGREEMENT BETWEEN YOU AND MARIGOLD, AND INCLUDES AN ARBITRATION CLAUSE UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY. PLEASE READ THIS AGREEMENT CAREFULLY.

#### 1. Nature of the Service.

1.1 *General.* The Service allows Users to access certain information or other content (which may include data, text, photos, video or other materials or content) related to peer support groups, mental and behavioral health, substance abuse care or other topics. It may also permit certain Users to create, upload, store and/or transmit to other Users certain information or other content (which may include data, text, photos, video or other materials or content) (collectively, “**User Content**”). Your User Content may also be referred to as “**Your Content**” herein.

1.2 *Children.* The Service is not directed to users under the age of 18. The Service does not knowingly collect personal information from children under the age of 18. If you are under the age of 18, you are not permitted to register as a User or to send personal information to Marigold.

1.3 *Disclaimer.* THE SERVICE DOES NOT GIVE ADVICE PER SE AND IS NOT DESIGNED TO PROVIDE MEDICAL ADVICE OR TREATMENT OR FACILITATE MEDICAL EMERGENCIES. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING YOUR HEALTH. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ WHILE USING THE SERVICE. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT RELY ON ELECTRONIC COMMUNICATIONS OR COMMUNICATION THROUGH THE SERVICE FOR IMMEDIATE, URGENT MEDICAL NEEDS.

1.4 *No Provider-Patient Relationship.* With respect to the Service, Marigold is not a health care or behavior health provider. We are a technology company, and while we help to facilitate the giving of care by working with behavioral health providers (“**Third Party Providers**”), you understand and agree that by using the Service, you are not entering into a health care provider-patient relationship with Marigold. Marigold contracts with these Third Party Providers in order to provide the Service, and you authorize us to share your personal information with such Third Party Providers in connection with our operation of the Service. The Service is not meant to provide complete or exhaustive information about any individual User’s medical condition. You are strongly encouraged to consult with a qualified health care professional for answers to your personal questions.

Any reliance on the material, advice, suggestions or recommendations on the Service is at your own risk, and we specifically disclaim all responsibility for any liability, loss or risk, personal or otherwise, that is incurred as a consequence, directly or indirectly, of the use or application of any of the contents of the Service (including any information obtained from Peer Moderators (see below) or other Users).

1.5 *Peer Moderators.* We may permit certain Users of the Service to serve as peer moderators (such

Users, “**Peer Moderators**”). Peer Moderators may also be referred to as “moderators,” “mods” or “PMs” on the Service. Peer Moderators serve on a voluntary basis and are not paid employees or contractors of or otherwise affiliated with Marigold. Peer Moderators are not Third Party Providers and are not licensed physicians or behavior health specialists. You acknowledge and agree that you should not disclose your full name or any other personal information to any Peer Moderator or other User on the Service. If you serve as a Peer Moderator on the Service, you agree to follow the Peer Moderator Code of Conduct published at [<https://tinyurl.com/marigoldpm>] (the “**Peer Moderator Code of Conduct**”), which is hereby incorporated into this Agreement. We reserve the right to revoke or limit a User’s status as a Peer Moderator at any time and for any reason or no reason, including for a breach of this Agreement or the Peer Moderator Code of Conduct.

2. Registration. In order to use certain parts of the Service, you may be required or permitted to provide us with your name, age, email address, mailing address, phone number, discharge date, treatment program information create a password and register with us. We may also request additional information from you. You represent and warrant to us that you will provide us with accurate, current and complete information. You are responsible for your registration, and for all use of the Service using any User credentials or passwords issued to you or chosen by you. You will keep all such credentials and passwords confidential.

3. User Content. You retain your rights in Your Content, subject to the rights granted below and our rights in Our Property (as defined below). You hereby grant and agree to grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, transferable license, with the right to sublicense through multiple tiers, to copy, edit, modify, adapt, publish, transmit, distribute, prepare derivative works, perform, display and to otherwise use in any manner, Your Content in connection with operation and promotion of the Service and any other purposes reasonably related to the Service or our business. To the extent reasonably necessary or appropriate to effect or support the license granted by you above, you hereby waive and agree to waive (or if not waivable, agree not to assert) any rights of privacy or publicity, or any moral rights or other similar rights, with respect to Your Content. You agree that we are not responsible for any use or disclosure of Your Content by other Users or any third party who gains access to it through the Service (which may include unintended activities by third parties, such as by hackers).

You represent and warrant that you own all proprietary rights in Your Content or, with respect to any of Your Content you do not own, that you have the full authority and right to create, upload, store and/or transmit Your Content, and to grant the licenses and rights you have granted in this Agreement, and that your creation, uploading, storage and/or transmission of Your Content, and the exercise by us and other Users of the licenses and rights granted by you herein, shall not infringe any third party intellectual property or proprietary rights, nor violate any rights of privacy or publicity.

We do not control User Content, and we are not responsible for its content, accuracy, or reliability. We are under no obligation to edit or control User Content, although we reserve the right to review, and take certain actions with respect to, User Content in accordance with this Agreement, including the Privacy Policy (as defined below). In the event that we deem, in our sole discretion, any User Content to be inconsistent with the terms of this Agreement, the Privacy Policy, or any other rules or policies we may publish from time to time, we may remove such User Content from the Service, including incomplete posts, duplicate posts, or any other User Content we deem, in our sole discretion, to be misleading or otherwise inappropriate.

On termination of your account, or this Agreement, we have no obligation to return any User Content to you, so you should retain copies of all of Your Content.

In addition to and without limiting any other rights herein (including in the Privacy Policy), you also grant us the rights to (i) de-identify Your Content (i.e., to remove your name and other identifying characteristics, consistent with applicable laws and regulations), (ii) use or disclose de-identified data for any purpose, and (iii) share de identified data with third parties.

4. Our Ownership Rights. The Service, including all aspects of Marigold’s websites and software applications and mobile applications (including Our Property), is the property of, and owned by, Marigold or its licensors. All the software, algorithms, functionality, inventions, concepts, text, images, sound, music, videos,

marks, logos, compilations, content and technology used to deliver the Service or otherwise embodied in, displayed through, or provided directly or indirectly (e.g., in emails or other communications from us to you) through or in connection with, the Service are “***Our Property***.” Except as otherwise expressly permitted by this Agreement, any use, copying, making derivative works, transmitting, posting, linking, deep linking, framing, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of Our Property is prohibited. You acknowledge that Our Property has been created, compiled, developed and maintained by us at great expense of time and money such that misappropriation or unauthorized disclosure or use of Our Property by others for commercial gain would unfairly and irreparably harm us in a manner for which damages would not be an adequate remedy, and you consent to our obtaining injunctive relief to restrain any breach or threatened breach of this Agreement, without any requirement to post bond. You may be subject to criminal or civil penalties for violation of this paragraph.

The marks BEACON TECH, MARIGOLD HEALTH, and any associated logos are registered or unregistered trademarks or service marks of Beacon Tech Inc. or its licensors. You may not use them, or any of our other marks or logos, in any manner, including any use that is likely to cause confusion or that disparages or discredits us, without our consent. The Service may also feature the trademarks, service marks, and logos of third parties, and each owner retains all rights in such marks. Any use of such marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

Subject to the terms and conditions herein, we grant you the non-exclusive, limited, revocable right to access and use Our Property solely to the extent necessary for you to use the Service, as permitted by this Agreement, solely for your personal non-commercial use. We reserve all other rights. For clarity and without limiting other obligations herein, Users shall not distribute or otherwise commercialize Our Property or any User Content.

5. Use of the Service. You must comply with all rules and policies about use of the Service in this Agreement and that we publish from time to time. These rules and policies will be available on the Service. Certain features, pages or content within the Service may contain supplemental terms of use, to which you must agree in order to use the relevant features, pages or content.

Subject to the terms and conditions herein, you are permitted to use the Service solely for your own personal noncommercial purposes.

You must not (a) create, upload or transmit Your Content if you do not have the right to do so; (b) create, upload or transmit Your Content or use the Service in any way that would violate any law or the rights of any person; (c) impersonate any person or entity, or forge or manipulate headers to disguise the origin of any of Your Content; (d) except as otherwise expressly permitted by this Agreement, harvest or otherwise collect information about others from the Service; (e) take any action that imposes or may impose an unreasonable or disproportionately large load on the Service or its infrastructure, or bypass any measures we may use to prevent or restrict access to any portion of the Service (or other accounts, networks or services connected thereto); (f) use manual or automated software, devices, or other processes to “crawl,” “scrape” or “spider” any of the Service or otherwise to copy, obtain, propagate, distribute or misappropriate any information or other content from the Service, including any of Our Property or any User Content; (g) distribute or otherwise make available any information or other content obtained through the Service to any third party, except as expressly permitted herein; (h) otherwise interfere in any manner with the use or operation of the Service; (i) abuse the Service’s chat, message board, comments, ratings or review features or sections; or (j) use the Service in the development, directly or indirectly, of any product, software or service that offers any functionality substantially similar to, or competitive with, the Service.

Your Content must not: (i) contain any software viruses, malware, spyware or any other code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; (ii) contain a review or any portion thereof that you were paid to write either directly or indirectly; or (iii) except as otherwise expressly permitted by us in writing, contain any advertising, promotional, solicitation or other commercial material.

We reserve the right (but are under no obligation) to investigate any claim that User Content or use of the Service does not conform to the terms and conditions of this Agreement, and to remove User Content from the Service or

terminate your account for breach of this Agreement.

6. Feedback. If you provide to us (directly or indirectly, and by any means) any comments, feedback, suggestions, ideas, or other submissions related to the Service (collectively “**Feedback**”), the Feedback will be the sole property of Marigold. We will be entitled to use, reproduce, disclose, publish, distribute, and otherwise use in any manner, all Feedback, without restriction and without compensating you in any way. We shall have no obligation to maintain any Feedback in confidence, or to respond to any Feedback.

7. Warranty Disclaimers and Limitations of Liability. THE SERVICE IS PROVIDED “AS IS”, WITH ALL FAULTS. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; (ii) THAT THE SERVICE OR OUR PROPERTY WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND (iii) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR OUR PROPERTY. We may pause or interrupt the Service at any time, and you should expect periodic downtime for updates to the Service. No advice or information, whether oral or written, obtained by you from us or through the Service will create any other warranty.

MARIGOLD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICE (INCLUDING PEER MODERATORS). YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE. MARIGOLD HEREBY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USERS OF THE SERVICE (INCLUDING PEER MODERATORS) OR THIRD PARTIES.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM US ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY, EVEN IF WE HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF \$10.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. Cloud Services and Third-Party Services. Without limitation of the disclaimers and limitations of liability set forth in Section 7, you acknowledge and agree as follows: (a) we provide the Service using cloud computing services of one or more third party cloud providers (collectively, the “**Cloud Providers**”); (b) the price at which we could afford to offer the Service would vary if we provided the Service other than using such cloud services; and (c) we shall not be responsible or liable to you for any act, omission or failure of any Cloud Provider.

The Service may depend upon, interact with or enable access to third parties’ information, other content, services or websites (each, a “**Third-Party Service**”), which may in each case be accompanied by separate terms of use. Use of each Third Party Service may require that you accept additional terms of use. You must comply with the applicable terms of use when using the Third Party Service and the Service. We do not endorse, and hereby disclaim all liability or responsibility to you or any other person for, any Third-Party Services.

9. Indemnity. You will indemnify us, and our licensors, providers and agents, against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorneys’ fees (“**Liabilities**”) arising out

of or related to your breach of this Agreement or your use of the Service (but excluding any Liabilities to the extent caused by our negligence or willful misconduct). We reserve the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to indemnify us. You will cooperate with us with respect to such defense and settlement.

10. Our Privacy Policy. We operate the Service under the Privacy Policy published at [www.marigoldhealth.com/pp](http://www.marigoldhealth.com/pp) (the “**Privacy Policy**”), which is hereby incorporated into this Agreement. Each party shall comply with the Privacy Policy.

11. Digital Millennium Copyright Act. We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material hosted by the Service you may contact our Designated Agent at the following address:

Designated Agent  
Beacon Tech Inc.  
2 Ave de Lafayette Boston, MA 02111  
Phone: (339) 674-7498  
Email: [hello@marigoldhealth.com](mailto:hello@marigoldhealth.com)

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of the material that you claim is infringing and where it is located on the Service; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

#### *Counter Notices*

If material that you have posted to the Service has been removed or disabled, you may file a counter notice pursuant to 17 U.S.C. §512 (g). To be effective, the counter notice must be a written communication sent to the designated agent address listed above that includes the following: (i) a physical or electronic signature of the subscriber; (ii) 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 to it was disabled; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the United States, for any judicial district in which Marigold may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

#### *Repeat Infringers*

It is our policy to terminate in appropriate circumstances the accounts of Users that are repeat infringers or repeatedly violate this Agreement.

12. Suspension and Termination. You may terminate this Agreement at any time by closing your account and ceasing to use the Service. We reserve the right to suspend your account and/or access to the Service at any time if we believe you are in breach of this Agreement. We reserve the right to terminate this Agreement or your status as a Peer Moderator, or to cease to offer the Service, at any time on written notice to you (including by email to registered Users or posting on our website or mobile applications), for any reason or no reason.

If your account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Service, (c) that the license and rights provided by us under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of Your Content, and (e) that we shall not be liable to you, or any third party, for compensation, reimbursement, or damages in connection with your use of the Service or for termination of access to your account.

Sections 1.2-1.4, 3, 4, 6-9, and 12-20, any accrued obligations and remedies hereunder, and any other provisions that by their nature should reasonably survive, shall survive the termination or expiration of this Agreement.

13. Modification of Service and Agreement. We reserve the right to modify the Service at any time, without notice to you. We may also from time to time amend this Agreement prospectively. If we do so, we will notify you by email (for registered Users) and posting on our website or mobile applications. You agree that your continued use of the Service constitutes your agreement to the amended Agreement. If you do not agree to any amended Agreement that we publish, you must terminate your account and cease using the Service. Except as set forth above, this Agreement may be amended or modified only by an express writing signed by Marigold.

14. Applicable Law. You and we each agree that all disputes or other matters arising from or relating to this Agreement, or the use or operation of the Service, will be governed by the substantive laws of the Commonwealth of Massachusetts, U.S.A., without regard to its or any other jurisdiction's conflicts of laws principles that would apply another law. Any action or proceeding by you relating to any claim arising from or relating to the Service or this Agreement must commence within the shorter of the applicable statute of limitations or one year after the cause of action has accrued. The United Nations Convention for the International Sale of Goods is hereby disclaimed.

15. Arbitration. We will attempt to resolve disputes with Users to their satisfaction. If, however, a matter arises that cannot be resolved promptly between you and us, you agree that any disputes arising out of or relating to the Service or this Agreement (including the validity and scope of the agreement to arbitrate and any disputes with other users of the Service) shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") under the Federal Arbitration Act, and shall be conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA (for information on the AAA and its rules, see [adr.org](http://adr.org)). You agree that the arbitration shall be held in Boston, Massachusetts, unless the AAA or the arbitrator shall determine that venue in such city is unreasonably burdensome, in which case the AAA or the arbitrator shall select a venue that is not unreasonably burdensome to both you and us. You agree that, if the AAA shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, a substitute administrator or arbitrator shall be appointed by the court. The arbitrator may render early or summary disposition of some or all issues, after the parties have had a reasonable opportunity to make submissions on these issues. At our option, this provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets (collectively, "**IP Claims**"). In addition, you or we may elect to bring an individual claim in a small claims court, but we do not hereby agree to any personal jurisdiction that is otherwise lacking.

You agree that any arbitration shall not permit claims on a class, mass, representative, or private attorney general basis. You further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. **YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS, MASS, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION AGAINST US.**

If any part of this Arbitration clause is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this section shall remain in effect, with the exception that if the preceding paragraph is deemed invalid, then this entire section shall be deemed invalid and the arbitration clause shall be void.

16. Jurisdiction. With respect to any IP Claims that are not subject to arbitration under the above provision, you hereby consent to non-exclusive jurisdiction and venue in any federal or state court located within the Commonwealth of Massachusetts, U.S.A., with respect to any suit, claim or cause of action arising from or relating to the Service or this Agreement, and you shall not bring any such suit, claim or cause of action except in a court located within the Commonwealth of Massachusetts, U.S.A.

17. Force Majeure. In no event will we be liable for any failure to comply with this Agreement to the extent that such failure arises from factors outside our reasonable control. Without limitation of the foregoing, in the absence of our gross negligence or willful misconduct we will not be liable for any damages arising from the acts of hackers or similar bad actors interfering with the Service or using or disclosing any of Your Content.

18. Compliance with Laws. You will comply with all laws and regulations applicable to your activities under or in connection with this Agreement, including without limitation United States export control laws, regulations and executive orders.

19. Geography. We provide the Service from the United States and for use only by persons located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20. Miscellaneous Provisions. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by us of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein. No waiver will be binding on us unless made in an express writing signed by us. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between us and you regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Your registration, this Agreement and your rights and obligations hereunder are not assignable, or otherwise transferable or delegable, by you to any third party without our prior written consent in our sole discretion. Any purported assignment, transfer or delegation without such consent will be null and void. We may assign or otherwise transfer or delegate this Agreement (including any rights or obligations hereunder), including to any purchaser of our business, from time-to-time in our sole discretion. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. This Agreement may be executed electronically, and your electronic assent or use of the Service shall constitute execution of this Agreement. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes. As used herein and unless the intent is expressly otherwise in a specific instance, the terms "include," "includes" or "including" shall not be limiting and "or" shall not be exclusive. Any section headings herein are for convenience only and do not form a part of, and will not be used in the interpretation of, the substantive provisions of this Agreement. You agree that email to your email address on record will constitute formal notice under this Agreement. There shall be no third-party beneficiaries to this Agreement.

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