

Terms of Service

Please read the Terms of Service which will become effective on February 13, 2023 ("Effective Date").

After the Effective Date, you agree to the updated Terms of Service by continuing to use the Ace Services.

Publication date: February 13, 2023

Effective date: February 13, 2023

These Terms of Service ("Terms"), including any Order Forms, attachments, addenda, amendments, policies and/or exhibits, each of which are incorporated by reference herein (collectively, the "Agreement"), create a binding agreement between you ("Customer") and Yoda Coach, Inc. dba Ace. The Terms cover your use and access to the products, services, software, and websites (collectively, "Services") provided by Ace. Ace and Customer may be individually referred to as a "Party" or collectively as the "Parties."

Our Privacy Policy explains how we collect and use your information when providing our Services. By using our Services, you agree to be bound by these Terms, our Privacy Policy and any additional terms you agree to. If you use our Services for an organization, you agree to these Terms on behalf of your organization. By accepting these Terms through a clickable or similar action through our website, or by accessing, installing, using or otherwise exploiting our Services; you hereby acknowledge, agree and accept the terms and conditions of these Terms. If you do not agree to the terms and conditions of these Terms, you must immediately stop using the Service.

1. Services Description

a. General.

The Service is provided to Customer on Ace's website, including its subdomain(s) and other website(s) provided by Ace from time to time, subject to the terms and conditions of this Agreement. The Service allows the Customer to upload, transfer, publish and distribute images, text, audio and video content ("Content") in order to create a personalized virtual skillboard ("Board"), and share such Content through the Service (as well as third party websites).

Customer has an option of making each Board public ("Public Board"). We make the Content that the Customer shares with other users available through the Service, only to the extent specified by the Customer.

Customer has the right to change publicity/privacy settings of the Board at any time. The use of a Board and/or the corresponding Content is defined by the current settings designated by Customer on the Account. Ace is not responsible for setting a Board to public or private mode, and Customer must personally check and ensure the proper setting of each Board.

Public boards can be viewed by other users of the Service who have a URL link to a Public Board. Public boards embedded into third-party websites may be viewed by anybody. Private Boards can be viewed and used only by those users of the Service who are granted access to the Board by Customer.

When Customer uploads Content to or through the Service, Customer provides to each user of the Service with whom Customer shares a Public Board, a non-exclusive, free license to access, view and use the corresponding Content to the extent specified in the technical settings of the Service.

Ace is not obligated to check Boards created in the Service, and Ace is not responsible for the Content published by any user to a Board. Customer is solely responsible for the Content within a Board. Ace may access your Account, Boards and related data as required to provide the Services; however, Ace has no obligation to access your Account, Boards, Customer Content or any other information related to your Account for any other purposes. Services do not include or consist of any investigation, review, verification, production, compilation, modification, or other similar services for any Account Data or Customer Content. Customer is also responsible and liable for implementing, securing and/or enforcing any terms and conditions that may apply between Customer and users of the Service who are granted access to Customer's Board(s), including terms applicable to Content within a Board. Ace does not guarantee that any current features, future upgrades or other Service offerings will be offered to Customer and reserves the right to make periodic software updates, upgrades, patches, fixes, modifications and/or documentation to the Services in its sole discretion.

b. Beta Services.

Ace may make Beta Services available to Customer from time to time. Customer may voluntarily choose to try such Beta Services at its own risk. Beta Services are (i) intended for evaluation purposes only, (ii) not for

production use, (iii) not fully supported and (iv) may be subject to additional terms and conditions.

2. Account Information/Security

Most components of the Service allow or require creation of an account within the Service ("Account") which will establish Customer's email and password. Customer agrees to keep Account information current, not to share Account credentials and not to give others access to Customer's Account. Customer is solely responsible for safeguarding Account information, including the username, password and any Account activity. Customer agrees to immediately notify Ace of any unauthorized use or breach of security related to the Account, including the password.

Ace does not have any obligation to assist in or otherwise mediate in the event of any dispute between Customer representatives, user or any other third party with respect to ownership or control of any Account, Board(s) or Customer Content. The available information within Ace's written and electronic records regarding the ownership or control of an Account, Board(s), Customer Content and/or Services ordered will be definitive and controlling for purposes of administering the Account. In the event of any such dispute, Ace may take any course of action that it deems appropriate based on the information available, which may include disabling an Account until final agreement by the parties or judgment by a third-party arbitrator or declining to take any course of action.

3. Types of Accounts

Ace offers a variety of user accounts. You can find information about the current available types of accounts offered by Ace on this web page: <https://getace.io/pricing>

- a. **Paid Self-Serve Accounts.** We'll automatically bill your credit card on each periodic renewal subscription term until canceled. Your Paid Account will remain in effect until it's canceled or terminated under these Terms. If you don't pay for your Paid Account on time, including through a declined credit card transaction, we reserve the right to suspend it or reduce your storage to free space levels.
- b. **Company Accounts.** If you join a "Company Account", it is subject to your organization's control, and you must use it in compliance with your organization's terms and policies and any business agreement(s) that your organization has entered into with Ace. Your administrators may be able to access, disclose, restrict, or remove information in or from your corporate Account. They may also be able to restrict or terminate your access to a Company Account at their sole discretion. If you convert an existing Ace

account into part of a Company Account, your administrators may prevent you from later disassociating your account from the Company Account.

4. Payment Terms

- a. **Service Fees.** The price payable by you for subscription and access to the Services shall be the price stated by Ace in the applicable Order Form or as otherwise indicated in our Site (e.g. the price indicated in the “I Accept” button box on Ace’s website shopping cart). All prices are identified in US dollars.
- b. **Autorenewal.** Ace charges it automatically at the end of the then current subscription term unless you notify Ace that you want to cancel or disable your auto-renewal subscription. Ace may revise Service fees by providing you at least thirty (30) days prior written notice. Ace will provide notice of any proposed price increase in such charges no later than thirty (30) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.
- c. **Taxes.** All rates, fees, and charges shall be exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT). Taxes may vary based on jurisdiction and the Services provided. Taxes, access fees, or similar charges will be adjusted on the date in which those increases become effective as mandated by a competent authority. Unless you provide proof of exemption to Ace, Ace will invoice you for all applicable sales, VAT or similar taxes, itemized separately. You are responsible for payment of all taxes, other than any taxes based on Ace’s net income.
- d. **No Refund.** EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, ALL SERVICE FEES ARE NON-REFUNDABLE. SPECIFICALLY, WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS OR ANY FEATURE OR COMPONENT THAT YOU HAVE PAID FOR BUT NOT USED.
- e. **Third Party Processors.** We may use third-party processors for credit card payment processing and billing administration related to any fees payable for the Services. The processing of payments may be subject to the fees, terms, conditions and privacy policies of such payment processors.
- f. **Credit Card Payments.** Some Service orders may require payment via valid credit or debit card at the time of purchase. By providing a valid credit or debit card, Customer is expressly authorizing all Service charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. Recurring charges are billed to the credit or debit card associated with your Account monthly in advance for those Services in the following month. Credit and debit card payments are subject to the approval of the card issuer, and Ace will not be liable in any way if a card issuer refuses to accept a credit or debit card for any reason. Customer is

responsible for any credit card chargeback or similar fees for refused or rejected payments that Ace is entitled to charge under this Agreement. If the payment card associated with Customer's Account is declined or fails for any reason, Ace may send Customer a notice using the contact information associated with Customer's Account. Ace may continue to attempt charging Customer's payment card for outstanding charges and additional fees along with any other rights and remedies available to Ace under this Agreement, at law or in equity.

- g. Billing Statements. Unless otherwise stated at the time of purchase or on the billing statement, payment is due in full, without deduction or set-off, within thirty (30) days of the date on the billing statement. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month; or (ii) the highest rate allowed by Law. Ace's acceptance of late or partial payments (regardless of how they are marked or designated, including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly) will not waive, limit, or prejudice in any way Ace's rights to collect any amount due. Ace may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.
- h. Disputes. If a Customer reasonably and in good faith disputes any portion of Ace's charges, including credit card charges, it must provide written notice to Ace within thirty (30) days of the billing date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the billing statement will not excuse Customer's obligation to timely pay the undisputed portion of the billing statement. Upon resolution, Customer must pay any unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future charges. Customer will be reimbursed any such outstanding billing credits at the expiration or termination of this Agreement.
- i. You can make any purchases through an authorized partner or reseller of Ace ("Reseller"). Instead of paying us, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller. We may suspend or terminate your rights to use Ace if we do not receive the corresponding payment from the Reseller.
- j. If you are entitled to a refund under these Terms, then unless we otherwise specify, we will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to you.
- k. Resellers are not authorized to modify these Terms or make any promises or commitments on our behalf, and we are not bound by any obligations to you other than as set forth in these Terms.
- l. The amount paid or payable by the Reseller to us for your use of the applicable Cloud Product under these Terms will be deemed the amount actually paid or payable by you to us under these Terms for purposes of calculating the liability cap

5. Security Measures

In order to protect both the personal information and the general information that we receive from you through your use of Vectroly, we have implemented various security measures. For example, when you enter sensitive information on our online forms, we encrypt that information using secure socket layer technology (SSL). We also follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it.

Please keep in mind, however, that whenever you give out personal information online there is a risk that third parties may intercept and use that information. While Ace strives to protect your personal information and privacy, we cannot guarantee the security of any information you disclose online. By using Ace, you expressly acknowledge and agree that we do not guarantee the security of any data provided to or received by us through your use of the Ace and that any personal information, general information, or other data or information received from you through your use of Ace is provided to us at your own risk, which you expressly assume.

6. Your Responsibilities

You are responsible for your conduct. Your Content and you must comply with this Agreement.

We may review your conduct and Content for compliance with this Agreement. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services.

You may use our Services only as permitted by applicable law, including export control laws and regulations. Finally, to use our Services, you must be at least 13, or in some cases, even older. If you live in France, Germany, or the Netherlands, you must be at least 16. Please check your local law for the age of digital consent. If you don't meet these age requirements, you may not use the Services.

7. Use Policy

Customer may use the Services only in compliance with this Agreement, applicable Law, and the Use Policy referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its users comply with the Use Policies.

Unless otherwise permitted by Ace in writing, Customer will not, and will not allow its users, to use the Services to:

- a. sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity;

- b. modify, adapt or create derivative works of the Software or any associated documentation;
- c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
- d. use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use;
- e. create any competing Software or Services;
- f. remove any copyright or other proprietary or confidential notices on any Software or Services.
- g. falsifying, deleting or disabling of any copyright information, including references to the authors, legal acknowledgment of copyright, and other similar notes or reports, as well as indications of the source or the origin of the Content or other content protected by copyright;
- h. upload, publish, send, create or distribute Content, which is illegal, fraudulent, harmful, threatening, insulting, vulgar, obscene, hateful, inciteful of illegal acts, interfere with private life of individuals, endangers children and/or underage persons, racist, or controversial for ethical or any other reasons;
- i. copy, upload, download, transfer or share Content that plagiarizes or infringes on any third-party intellectual property rights;
- j. collect, receive, transfer, store or disseminate any personally identifiable information of any person without consent from title holder or in violation of applicable law;
- k. interfere with the use or operation of Ace's products and services to others;
- l. use third-party applications or other means to improve/automate Service capabilities (ex. bots, bugs, fraud, cheating);
- m. pose as a member of the Service's support team or any support group (administrators, moderators, consultants), either former or current;
- n. use software errors (bugs) in the Service and transfer of information about them to third parties, except for Ace;
- o. use the Service and/or related services for fraudulent activities, including but not limited to fraudulent internal financial operations;
- p. reproducing, duplicating, copying, white-labeling, selling or reselling or exploiting the Services for any commercial purposes;
- q. posting or uploading of software that may disrupt the Service or damage other people's computers;

For Customers and/or specific users found to be violating this Use Policy, we will attempt to notify you but reserve the right to immediately and without prior notice deny user access to the Service in part or as whole. If it is not possible to determine the nature and the scope of violations, we hereby reserve the right to take the final decision.

Ace may act immediately and without notice to suspend or limit the Services if Ace reasonably suspects fraudulent or illegal activity in the Customer's Account, violation of this Use Policy, or use of the Services that could interfere with the functioning of the Ace's products and services, provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. Ace will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full.

If Customer finds any Content on this site, which is considered undesirable or which otherwise violate this Agreement, Customer may report it to us by email to support@getace.io

8. Ownership/Intellectual Property

a. Limited License.

Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, Ace grants to Customer and its users, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by Ace to the Customer as part of the Services to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

b. What Ace Owns.

The Service is and shall at all times remain solely the proprietary intellectual property of Ace and its licensors, protected by all U.S. and foreign copyright, proprietary and other intellectual property laws. Except for the rights expressly granted herein, Ace and its licensors retain all right, title and interest, including all intellectual property rights, in the Service, including without limitation, underlying software, source code, data, design, modules, organization, format, algorithm, documentation, and other technology and any modification, derivative works of or improvements thereto. Even if the terms "purchase" and "sale" are used, Customer does not receive ownership rights in the Service and has only those use rights in this Agreement. Ace retains all rights not explicitly granted herein. Trademarks, logos and the like used in connection with Service are the trademarks of their respective owners.

c. Feedback/Aggregated Data Rights.

Notwithstanding anything to the contrary herein, Customer agrees that Ace may collect feedback, recommendations and aggregated data related to Customer, Users and the Service ("Service Data"). Ace may use Service Data

to develop, improve, support, and operate its products and services during and after the Term of this Agreement. This Section does not give Ace the right to identify Customer or any User as the source of any Service Data without prior written consent. Customer grants to Ace a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use or incorporate into any Ace product, offering or service any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its Users relating to the Service.

d. What Customer Owns.

Customer retains all rights to its Confidential Information and Content, except that Customer agrees that Ace may use and access Customer's Confidential Information and Content for the purpose of providing the Services and related support to Customer. Ace disclaims all ownership and other rights as to Customer Content, except any limited rights granted by Customer to provide the Services.

e. No Ownership Transfer.

Neither party will acquire any ownership rights or other intellectual property rights in any property of the other party, whether in existence before or developed during the course of this Agreement as related to the Services, of whatever nature.

9. Terms

a. Initial Term.

The Term will begin on the date of online click-acceptance of these Terms or Effective Date.

10. Termination

a. For Cause.

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party if the other Party: i) breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a

change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

b. Discontinue Services.

We may decide to discontinue the Services in response to unforeseen circumstances beyond Ace's control or to comply with a legal requirement. If we do so, we'll give you reasonable prior notice so that you can export Your Stuff from our systems. If we discontinue Services in this way before the end of any fixed or minimum term you have paid us for, we'll refund the portion of the fees you have pre-paid but haven't received Services for.

c. For Convenience.

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part for convenience by giving thirty (30) days prior written notice to the other Party if the other Party; provided, however, that, unless required by applicable law, any pre-paid fees shall not be refunded for annual Paid Accounts.

11. Effect of Termination.

Termination shall not affect any payment obligations incurred prior to the effective date of termination, including all sums remaining unpaid for the Services for the remainder of the then-current subscription Term plus related Taxes and fees. If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety for cause, Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and Ace will provide Customer a pro-rata refund of all any prepaid and unused fees or charges paid by Customer for terminated Services.

12. Confidentiality

During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination or expiry of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

13. Indemnification

a. Indemnification by You.

You shall indemnify, hold harmless, and defend Ace, its Affiliates, clients, agents, officers, licensors, distributors and/or any authorized representatives, and the officers, directors and employees of each (jointly, the "Ace's Indemnitees") from and against any and all third party liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements costs and expenses (including any and all reasonable attorneys' fees) which may be suffered, made or incurred by any of such Ace's Indemnitees arising out of or relating to: (i) any breach of any warranties, representations and/or Agreements made by you hereunder (to the extent not arising substantially from any breach hereof by Ace); (ii) any third party claim arising out of or in relation to any Service or use thereof in combination with your business platform, including without limitation, any claim that any Service or use thereof violates, infringes, or misappropriates any proprietary or intellectual property right of any third party, including without limitation, any privacy right of any person, or violates any applicable law; and (iii) any representation, warranty or guarantee made by you with respect to any of

the Service that is inconsistent with or in addition to those made in these Terms.

b. Indemnification by Ace.

Ace will indemnify you against all claims and proceedings brought by anyone other than a Customer Related Party (as defined below) against Customer and its Related Parties (collectively "Claims") where the third party expressly asserts that the Service (i) infringes such third party's trademark or copyright arising under the laws of the United States, or (ii) Ace misappropriated such third party's trade secrets in the development of the Service. "Related Parties" means Affiliates, successors, assigns, members, shareholders, officers, directors and agents of Ace or Customer, as applicable. If Ace believes the Service, or any part thereof, may be the subject of an infringement or a misappropriation claim as to which this Section applies, then Ace may, in its discretion and at its sole expense: (1) procure for Customer the right to continue using such Service or any applicable part thereof, (2) modify or replace the Service so as to make it non-infringing, or (3) terminate this Agreement and refund to Customer any unused prepaid fees for periods following the termination date. This Section states Ace's sole liability to, and Customer's exclusive remedy for intellectual property infringement claims of any kind in connection with the Service.

c. Indemnification Procedure.

As a material condition of the indemnification provided herein, promptly after a party seeking indemnification obtains knowledge of the existence or commencement of a Claim, the party to be indemnified will notify the other party of the Claim in writing; provided however, that the indemnifying party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by this failure to give notice. The indemnifying party will assume the sole control of defense and settlement of the Claim with counsel reasonably satisfactory to the indemnified party at the indemnifying party's risk and expense; provided, however, the indemnified party (i) may join in the defense and settlement of the Claim and employ counsel at its own expense, and (ii) will reasonably cooperate with the indemnifying party in the defense and settlement of the Claim. The indemnifying party may not settle any Claim without the indemnified party's written consent unless the settlement: (1) includes a release of all covered Claims pending against the indemnified party; (2) contains no admission of liability or wrongdoing by the indemnified party; and (3) imposes no obligations upon the indemnified party other than an obligation to stop using any infringing items.

d. Indemnification Exclusions.

Ace shall not have any indemnification obligation pursuant to this Agreement to the extent a claim is based on: (i) use of any version of the Service other than the then-current, unaltered version, if infringement would have been avoided by use of a current, unaltered version thereof that has been made available to Customer; (ii) use of the Service in violation of this Agreement or in combination with a third-party service contributing to the claim; (iii) unauthorized modifications to the Service made by Customer; (iv) where Customer continues to use the Service after being notified of allegedly infringing activity or being informed of modifications that would have avoided the alleged infringement; or (v) Customer Content.

e. Entire Liability.

This Section states the entire liability of the indemnifying party, and the indemnified party's exclusive remedy with respect to any Claim.

14. Representations & Warranties

a. Your Representations and Warranties.

You hereby represent and warrant that: (i) you agree and oblige to comply with all applicable laws, rules and regulations applicable to the use of the Service; and (ii) you will not use the Service to infringe any intellectual property rights of any third party.

b. Ace's Representations and Warranties.

Ace will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. Customer will use of the Services in compliance with all applicable Laws and this Agreement.

15. Disclaimer of Warranties

To the fullest extent permissible under applicable law, the Services are provided to you "as is" and "as available", with all faults, without warranty of any kind, without performance assurances or guarantees of any kind, and your use is at your sole risk. The entire risk of satisfactory quality and performance resides with you.

Ace, AND ITS AFFILIATES, CLIENTS, AGENTS, OFFICERS, LICENSORS AND/OR DISTRIBUTORS DO NOT WARRANT THAT THE SERVICE WILL MEET

CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE OPERATION OF THE SERVICE WILL OPERATE IN COMBINATION WITH NON-Ace PROGRAMS USED BY CUSTOMER, THAT THE FEATURES OR FUNCTIONALITIES OF THE SERVICE WILL BE AVAILABLE AT ANY TIME IN THE FUTURE OR THAT ALL ERRORS IN THE SERVICE OR DOCUMENTATION WILL BE CORRECTED. Ace SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT CUSTOMER'S PROPOSED USE OF THE SERVICE COMPLIES WITH APPLICABLE LAWS IN CUSTOMER'S JURISDICTION(S). THE WARRANTIES ABOVE ARE THE EXCLUSIVE WARRANTIES REGARDING THE SERVICES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES BY Ace, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No oral or written advice provided by Ace, its Affiliates, clients, agents, officers, licensors, distributors and/or any authorized representative, shall create any implied warranty.

16. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Ace, ITS AFFILIATES, CLIENTS, AGENTS, OFFICERS, LICENSORS, DISTRIBUTORS AND/OR ANY AUTHORIZED REPRESENTATIVE, BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSSES, COSTS OR EXPENSES OF ANY KIND RESULTING FROM POSSESSION, ACCESS, USE OR MALFUNCTION OF THE SERVICE, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS, BUSINESS, LOSS OF USE OR LACK OF AVAILABILITY OF COMPUTER RESOURCES, LOST OR CORRUPT DATA, RE-PROCUREMENT AMOUNT, ANTICIPATED SAVINGS, WASTED EXPENDITURE, OR OTHER COMMERCIAL OR ECONOMIC LOSS; OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AGGRAVATED, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT Ace, ITS AFFILIATES, CLIENTS, LICENSORS AND/OR DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF THIS SECTION, Ace'S AFFILIATES, LICENSORS AND DISTRIBUTORS ARE THIRD PARTY BENEFICIARIES TO THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND THEY MAY ENFORCE THESE TERMS AGAINST YOU. THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT Ace OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE LIMITED BY APPLICABLE LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO DIRECT, PROVABLE DAMAGES IN AN AMOUNT THAT WILL NOT EXCEED THE GREATER OF USD\$20 OR 100%

OF ANY AMOUNT YOU'VE PAID UNDER YOUR CURRENT SERVICE PLAN WITH Ace IN THE PAST TWELVE (12) MONTHS.

This Agreement provides you specific legal rights, and you may have other rights that may vary depending on your geographic location. Legislation of some states/countries does not allow certain limitations of liability, and henceforth this limitation of liability shall apply to the fullest extent permitted by law in your applicable jurisdiction.

The limitations of liability contained in this Section (Limitation of Liability) will survive termination or expiration of this Agreement and apply in any and all circumstances (except as expressly set forth above).

17. Disputes

a. General.

In the event of any dispute or claim arising out of or relating to the Agreement (a "Dispute"), each Party will appoint a duly authorized representative which will confer with the other Party before either Party brings legal action, to make a reasonable and good faith effort to settle or otherwise resolve such Dispute.

b. Mediation.

In the event of any dispute arising out of or in connection with the present Agreement, the parties agree in the first instance to discuss and consider referring the dispute to non-binding mediation under the International Chamber of Commerce Mediation Rules. The language of the mediation shall be the English language.

c. Pretrial Procedure.

In the event of any dispute arising out of or in connection with these Terms, a pretrial dispute resolution procedure is obligatory for you. Your claim should be sent to Ace's notice address. It should include a specific list of alleged violations on behalf of Ace, account login, contact information and your signature. Failure to comply with the form or content of the claim leads to the failure to comply with the pretrial dispute resolution procedure. The claim review and response period is 30 (thirty) business days from its receipt.

d. Waiver of Jury Trial.

The parties herein waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes be resolved by a competent judge.

e. NO CLASS ACTIONS.

You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

f. Attorneys' Fees.

The prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees, expenses and costs in connection with such action.

18. General Provisions

a. Amendment.

These Terms may be amended, edited or otherwise modified by Ace, at its sole and final discretion, provided that you will receive a notice of any material amendments thereof via the website, Service or email at least thirty (30) days before changes enter into effect. If you continue to use the Service or access the Services after changes have been posted or they otherwise become effective, you will have provided your express acceptance thereof and you will be obliged to abide by them.

b. Binding Agreement.

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors. This Agreement supersedes all prior agreements arrangements and understandings between the parties hereto and constitutes the entire agreement between the parties relating to the subject matter hereof. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of these Terms shall remain in full force. A party's failure to exercise or enforce

any right or provision of this Agreement shall not constitute a waiver of such right or provision.

c. Force Majeure.

Ace's performance of any part of this Agreement will be excused to the extent that it is unable to perform due to natural disasters, terrorism, riots, insurrection, war, extraordinary governmental action.

d. Headings, Interpretation.

The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa.

e. Equitable remedies.

You hereby acknowledge and agree that if the terms of these Terms are not specifically enforced, Ace will be irreparably damaged, and therefore you agree that Ace shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of the terms of these Terms, in addition to any other available remedies.

f. Third party links and services.

Ace may enter into agreements with certain authorized third-party providers in order to promote, market and support its Services. If you purchase any part of our Services through our network of business partners, Ace confirms that it is responsible for providing the Services to Customer under these Terms. Moreover, Ace shall not be liable for: (i) the actions or conflicting representations made by its business partners; (ii) any additional obligations that our business partners have to our Subscribers; or (iii) any products or services that our business partners may supply to Customer under any separate terms or agreements, which shall govern such provision. The provision of such links does not imply any endorsement of such third-party websites (or their products and services). We do not always review the information, pricing, availability or fitness for use of such products and services and they will not necessarily be available or error free or serve your purposes, and any use thereof is at your sole risk. Any linked websites are ruled by their privacy policies, terms and conditions and legal disclaimers. You agree to read those documents, which will rule any interaction or use of such third-party products and services.

g. Survival.

The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order will survive expiration or termination of this Agreement or the Order, including without limitation, payment obligations, warranty disclaimers, indemnities, limitations of liability, and miscellaneous.

h. GDPR.

By clicking the "I Accept" button or otherwise accepting these Terms through a clickable action or similar action, you hereby acknowledge, agree and accept to the terms set forth in our Privacy Policy. Please read our Privacy Policy for more details. If Ace process personal data of yours that is subject General Data Protection Regulation (GDPR) legislation, Ace will comply with the then-current requirements under GDPR.

i. Personal Data.

You hereby acknowledge that, during the term of these Terms, your use of the Services will conform to the rules, privacy laws and regulations that might be enacted and/or enforceable in your jurisdiction, respecting to the collection, use and disclosure of the "personal information" of any end user, employee, client or customer of yours, that is, information about an identifiable individual, but that does not include the name, title or business address or telephone number of an organization. You agree that any and all information concerning any user, person or client, collected by way of use of Service is to be kept confidential. You understand and agree that any disclosure thereupon must be in compliance with your then-in-effect privacy policy and applicable privacy laws. For more information, please review our Privacy Policy.

j. Severability.

In the event that any provision hereof or part thereof is found invalid or unenforceable, the remainder of these Terms shall remain valid and in force. Without limiting the foregoing, it is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

k. Time Limitations on Claims.

Except for actions for nonpayment or liability arising from Section 13 (Indemnification), no claim, suit, action or proceeding relating to this

Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

l. Assignment.

Customer may not assign the Agreement or any portion thereof without Ace's prior written consent (which such consent may not be unreasonably withheld or delayed); provided, however, that Customer may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

m. Relationship.

No relationship of partnership, joint venture, employment, franchise or agency is hereby created between the parties.

n. Publicity/Marketing.

The Site may allow you to subscribe to our newsletter service, which may be provided by us or through an authorized third party. Through our newsletters, you may receive information according to your Subscriber preferences. As our Subscriber, you will receive a conspicuous communication indicating subscription therefor and you will be able to select the amount and type of emails received by you. If you wish to unsubscribe, you will find 'unsubscribe' and similar links on our CEMs, and also in your account preferences. Ace may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement in connection with its business deals, press releases, and marketing and/or promotional materials.

o. Governing Law; Venue.

This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods.

The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in San Francisco, California and both parties submit to the personal jurisdiction of those courts.

p. General Announcements/Legal Notices.

Ace may send announcements of general interests by email or by posting on its website or through Customer's Account, such as notices of new features or upcoming events. Notices to Customer will be sent to Customer's designated contact information and Customer will immediately notify Ace if Customer's contact information changes. Ace will provide Customer with legal notices by email, mail, or courier to the address provided by Customer. All legal notices to Ace must be in writing and mailed to support@Ace.team.