

VERADY, INC. (“THE COMPANY”, “WE” OR “US”) TERMS OF SERVICE

Last Updated: December 20, 2019

THESE TERMS OF SERVICE (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND THE COMPANY. THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITES LOCATED AT [HTTPS://VERADY.COM](https://verady.com) AND [HTTPS://LEDGIBLE.IO](https://ledgible.io), AS WELL AS ALL ASSOCIATED SITES LINKED TO [HTTPS://VERADY.COM](https://verady.com) AND [HTTPS://LEDGIBLE.IO](https://ledgible.io) BY THE COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "SITE"). COLLECTIVELY, THE SITE, CONTENT, MATERIALS (AS DEFINED BELOW) AND SERVICES AVAILABLE THROUGH THIS SITE ARE REFERRED TO AS THE “SERVICE”. BY MARKING THE CHECKBOX BELOW AND CLICKING “I ACCEPT” AND/OR USING THE SERVICE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SERVICE.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

Changes.

The Company may make changes to the content and Service at any time. If you have a paid Membership with us, in the event we change the price for the Service which you have previously agreed to pay or if we substantially change the Service you are paying for, we will notify you of such changes. If you do not agree with such change and you communicate this to us in accordance with the notification, we will not automatically renew your subscription even if you previously agreed to automatic renewal for payment. By using the Service after the Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Service.

In addition, certain features of the Service may be subject to additional terms of use, which shall be provided to you at the moment you choose to use such features. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such features. In the event that any of the additional terms of use governing such area conflict with these Terms, the additional terms will govern.

If You have entered into a separate executed agreement for services with Company (a “Contract”), such Contract shall supersede these Terms. In the event of any conflict between these Terms and the Contract, the Contract will prevail. In cases where the Contract does not address specific provisions included in these Terms, these Terms will apply, supplementing the Contract.

Privacy Policy.

Please review the Company Privacy Policy, which is available at <https://verady.com/privacy-policy.pdf> (the “[Privacy Policy](#)”) which explains how we use information that you submit to the Company.

General Use.

By using the Service, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a “Minor”), that you are using the Service with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Service and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless the Company if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Service at any time or in any manner or submit any information to the Company or the Site.

The Company provides content through the Service that is copyrighted and/or trademarked work of the Company or the Company's third-party licensors and suppliers or other users of the Service (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, the Company hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Service solely for your personal use. Except for the foregoing license, you have no other rights in the Service or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Service or Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

Using the Service.

You can simply view the Site and not use any Service on the Site. You need not register with the Company to simply visit and view the Site.

However, in order to access certain password-restricted areas of the Service (such as to access and use Ledge) and to use certain Materials offered on and through the Service, you must register with the Company.

Password Restricted Areas of the Service.

If you desire to register for an account with the Company, you must submit the following information through the account registration page on the Site: username, email, and a created password. Once you have submitted your account registration information, the Company administrator shall have the right to approve or reject the requested registration, in the Company administrator's sole discretion.

You are responsible for maintaining the confidentiality of your password, and you are responsible for all activities that occur using your password. You agree not to share your password, let others access or use your password or do anything else that might jeopardize the security of your password. You agree to notify the Company if your password is lost, stolen, if you are aware of any unauthorized use of your password or if you know of any other breach of security in relation to the Service.

All the information that you provide when registering for an account and otherwise through the Service must be accurate, complete and up to date. You may change, correct or remove any information from your account by either logging into your account directly and making the desired changes or contacting the Company using the contact information at the end of these Terms requesting that we make the change.

Memberships and Cancellations.

By registering for an account with the Company, you become a "Member" with access to certain password-restricted areas of the Service and to use certain Materials offered on and through the Service (a "Membership"). Each Membership and the rights and privileges provided to a Member is personal and non-transferable. The Company reserves the right to change prices for Memberships at any time, and does not provide price protection or refunds in the event of promotions or price decreases.

You may pay for your Membership fee only with credit and debit card payments unless otherwise agreed to by the Company (collectively, "Payment Method"). We will charge your Payment Method for your first Membership fee on the date that we process your order for your Membership. Once your Payment Method is charged the first Membership fee, you will receive a confirmation e-mail notifying you of your ability to access those Membership-only portions of, and Materials on, the Service.

IMPORTANT NOTICE: THE COMPANY WILL AUTOMATICALLY RENEW YOUR MEMBERSHIP ON EACH MONTHLY (UNLESS YOU SIGNED UP FOR AN ANNUAL MEMBERSHIP, IN WHICH CASE EACH YEARLY) ANNIVERSARY OF THAT DATE THAT THE COMPANY FIRST CHARGES YOUR PAYMENT METHOD FOR THE FIRST MEMBERSHIP FEE AND, AS AUTHORIZED BY YOU DURING THE MEMBERSHIP SIGN-UP PROCESS, THE COMPANY WILL CHARGE YOUR PAYMENT METHOD WITH THE APPLICABLE MEMBERSHIP FEE AND ANY SALES OR SIMILAR TAXES THAT MAY BE IMPOSED ON YOUR MEMBERSHIP FEE PAYMENT (UNLESS YOU CANCEL PRIOR TO THE ANNIVERSARY DATE). YOU MAY CANCEL YOUR MEMBERSHIP AT ANY TIME BY CONTACTING THE COMPANY AT SUPPORT@VERADY.COM PROVIDED THAT ANY MEMBERSHIP FEES CHARGED PRIOR TO THE EFFECTIVE DATE OF CANCELLATION WILL NOT BE REFUNDED, IN WHOLE OR IN PART, SUBJECT TO APPLICABLE LAW. THE COMPANY REQUIRES A REASONABLE AMOUNT OF TIME TO PROCESS YOUR MEMBERSHIP CANCELLATION REQUEST. IF YOU CANCEL YOUR MEMBERSHIP, YOUR ACCESS TO AND USE OF THE SERVICE WILL BE SHUT OFF ONCE YOUR THEN CURRENT PRE-PAID MONTH EXPIRES.

AUTOMATIC RENEWAL TERMS: To facilitate continuity of service to you each paid Membership contains automatic renewal terms. You agree that you will be charged the fee you agreed to (depending on your particular membership agreement) for the length of time you agreed to, and that your subscription will automatically renew on those same terms until you cancel at any time by emailing support@verady.com; you authorize the Company to charge your Payment Method now and upon each renewal; a cancellation will be effective on the next renewal date of your subscription following your notice of cancellation; and you have read and agreed to our Terms of Service and Privacy Policy.

CANCELLATION TERMS: YOU MAY CANCEL YOUR MEMBERSHIP AT ANY TIME BY EMAILING SUPPORT@VERADY.COM FOR ASSISTANCE, EXCEPT THAT YOU WILL BE CHARGED MEMBERSHIP FEES UNTIL THE EXPIRATION OF YOUR THEN-CURRENT MEMBERSHIP TERM AND MEMBERSHIP FEES WILL NOT BE REFUNDED, IN WHOLE OR IN PART, SUBJECT TO APPLICABLE LAW. YOU WILL NOT BE ELIGIBLE FOR A PRO-RATED REFUND OF ANY PORTION OF THE MEMBERSHIP FEES PAID FOR ANY UNUSED DAYS OF THE THEN-CURRENT MEMBERSHIP TERM. THE COMPANY REQUIRES A REASONABLE AMOUNT OF TIME TO PROCESS YOUR MEMBERSHIP CANCELLATION REQUEST. IF YOU CANCEL YOUR MEMBERSHIP, YOU WILL ENJOY YOUR MEMBERSHIP BENEFITS UNTIL THE EXPIRATION OF THE THEN-CURRENT MEMBERSHIP TERM FOR WHICH YOU HAVE PAID, AND YOUR MEMBERSHIP BENEFITS WILL EXPIRE AT THE END OF THE THEN-CURRENT MEMBERSHIP TERM.

The Company reserves the right to modify pricing at any time (but not the price in effect for your then-current Membership term), upon advance notice to you. If you have not cancelled your Membership or turned off the auto-renew function within the specified time after receiving notice of a price change, your Membership will auto-renew at the price indicated in your notice.

Purchases.

If applicable, you agree to pay all fees or charges to your account based on the Company's fees, charges, and billing terms in effect as shown on the pricing page. If you do not pay on time or if the Company cannot charge your Payment Method for any reason, the Company reserves the right to either suspend or terminate your access to the Service and account and terminate these Terms. You are expressly agreeing that the Company is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of this Service and the fees will be billed to the payment method designated on your initial registration with the Service, and thereafter at regular intervals for the remainder of the term of these Terms. If you cancel your account at any time and signed up for an annual commitment, we will prorate your refund based on the monthly (non-discounted) rate for the months you were subscribed to the Service. If you have a balance due on any account, you agree that the Company may charge such unpaid fees to your Payment Method or otherwise bill you for such unpaid fees.

Electronic Communications.

By using the Service, you consent to receiving electronic communications from the Company. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Service provided on or through the Site. These electronic communications are part of your relationship with the Company. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Links to Third-Party Sites.

The Service may be linked to other web sites that are not the Company sites (collectively, "Third-Party Sites"). Certain areas of the Service may allow you to interact with such Third-Party Sites and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than the Company, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site's privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of such Third-Party Sites. The Company is providing links to the Third-Party Sites to you as a convenience, and the Company does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT THE COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the Company's endorsement or recommendation.

Unauthorized Activities.

When using the Service, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Service.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

- Alter the opinions or comments posted by others on this Service.
- Post anything clearly false or misleading.
- Post anything unrelated to our business, products or services.
- Post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. The Company reserves the right to terminate access to and/or use of the Service with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to the Service or to any other user of this Service. **The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at The Company's discretion, The Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Service or on the Internet.**

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of the Service by any person using your user name and/or password violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

Proprietary Rights.

Unless otherwise specified in these Terms, all information and screens appearing on this Service, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of the Company, Copyright © 2016 Verady, Inc. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The software that is provided to you through the Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if You are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Disclaimer of Warranties.

Your use of the Service is at your own risk. The Materials have not been verified or authenticated in whole or in part by the Company, and they may include inaccuracies or typographical or other errors. The Company does not warrant the accuracy of timeliness of the Materials contained in this Service. The Company has no liability for any errors or omissions in the Materials, whether provided by the Company, our licensors or suppliers or other users.

THE COMPANY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICE, THE SERVICE, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IN THE SERVICE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY

STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND MATERIALS AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS SITE IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” AND “WHERE-IS” BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Limitation of Liability.

THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL COMPANY’S LIABILITY EXCEED THE GREATER OF \$100 AND THE AMOUNTS YOU PAY THE COMPANY FOR USE OF, OR IN CONNECTION WITH, THE SERVICE.

Local Laws; Export Control.

The Company controls and operates the Service from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use the Service outside the United States of America, you are responsible for following applicable local laws.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to the Company, whether by letter, email, telephone, or otherwise (collectively, “Feedback”), suggesting or recommending changes to the Service, or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and the Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Dispute Resolution and Arbitration; Class Action Waiver.

Please read the following (this “Provision”) carefully. It affects your rights.

Most customer concerns can be resolved quickly and to a customer’s satisfaction by contacting us at support@verady.com. This Provision facilitates the prompt and efficient resolution of any disputes that may arise between you and the Company. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and the Company shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may

otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into these Terms constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Provision, "the Company" means Verady, Inc. and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and the Company regarding, arising out of or relating to any aspect of your relationship with the Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable cause of action or claim for relief, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as the Company's licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give the Company an opportunity to resolve the Dispute. You must commence this process by mailing written notification to Verady Inc., 75 5th St NW STE 2195, Atlanta, GA 30308. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If the Company does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or the Company may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) **YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS** (the "Opt-Out Deadline"). You may opt out of this Provision by mailing written notification to Verady Inc., 75 5th St NW STE 2195, Atlanta, GA 30308. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with the Company through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with the Company. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or the Company may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA

rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative action procedures or rules apply to the arbitration.

Because the Service and these Terms concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or the Company may initiate arbitration in either Atlanta, Georgia or the federal judicial district that includes your billing address.

Payment of Arbitration Fees and Costs – The Company will pay all arbitration filing fees and AAA or JAMS hearing fees and any arbitrator’s hearing fees, costs and expenses upon your written request to the arbitrator given at or before the first evidentiary hearing in the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with the Company as provided in the section above titled “Pre-Arbitration Claim Resolution” and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney’s fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both you and the Company specifically agree to do so in writing following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you.** Neither you, nor any other user of the Service can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into these Terms you and the Company are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and the Company might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full

force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of your service with the Company or its affiliates. Notwithstanding any provision in these Terms to the contrary, we agree that if the Company makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require the Company to adhere to the present language in this Provision if a dispute between us arises.

Language.

The Parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

General.

The Company prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by the Company, may result in immediate termination of your access to the Service without prior notice to you. The Federal Arbitration Act, Georgia state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or the Service will be heard in the courts located in Fulton County in the State of Georgia. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. The Company's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and the Company and supersede all prior or contemporaneous negotiations, discussions or agreements between you and the Company about the Service. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

California Consumer Notice.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Service is provided by Verady, Inc., 75 5th St NW STE 2195, Atlanta, GA 30308. If you have purchased anything from or through the Service, a description of what you have purchased and relevant pricing information are posted as part of the ordering process for the Service (please consult your individual purchase confirmation e-mail for the charges you incurred). If you have a question or complaint regarding the Service, please contact Customer Service at info@verady.com. You may also contact us by writing Verady, Inc., 75 5th St NW STE 2195, Atlanta, GA 30308. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Contact Us.

If you have any questions about these Terms or otherwise need to contact the Company for any reason, you can reach us at info@verady.com.