

TERMS OF USE

KOBLE

Last updated: May 4, 2017

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the Koble mobile application or gokoble.com website (collectively, the "Platform") operated by BCONNECT INC ("BConnect", "us", "we", or "our").

Your access to and use of the Platform is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Platform.

By accessing or using the Platform you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Platform.

The Platform and the Services

The Platform is a commerce platform where consumers ("Consumers") can search and contract, and independent self-employed individuals or businesses ("Providers") can offer services through the Koble mobile application or gokoble.com website, including household chores, lessons and tutoring, home improvement, dependent care and other services as allowed by the Platform (the "Services"). The Platform facilitates the contact and the exchange of money relayed to the purchase of such Services between Consumers and Providers. BConnect is not a party of any contract or agreement between Consumers and Providers (collectively "Users", "you", "your"). Users may become Providers of Services in the categories listed on the Platform, but may not offer Services that are different or do not belong in such categories. Users may not use the Platform to provide or hire Excluded Services, or Services that are prohibited by law. We may, at our sole discretion and at any time, terminate any category of Services, or block any User from becoming a Provider of a given Service for any reason.

Privacy Policy

BConnect has established a Privacy Policy that details how User information is collected and used. The Privacy Policy is available through the Koble application and hereby incorporated into these Terms of Use. Your use of the Platform is governed by teyh Privacy Policy.

Prohibited Activities

You may not access or use the Platform for any other purpose other than that for which we make it available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by BConnect. You agree to use the Platform only in accordance with these Terms of Use and in compliance with all federal, state, local or international laws and regulations. In addition, prohibited uses include, without limitation:

- attempting to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform
- attempting to impersonate another user or person or using the username of another user
- criminal or tortious activity
- deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Platform
- deleting the copyright or other proprietary rights notice from any of teh Platform's content
- engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools
- except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Platform, or using or launching any unauthorized script or other software
- harassing, annoying, intimidating or threatening any User, or any BConnect employees
- interfering with, disrupting, or creating an undue burden on the Platform or the networks or services connected to the Platform
- making any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of

sending unsolicited email, or creating user accounts by automated means or under false pretenses

- selling or otherwise transferring your profile
- systematic retrieval of data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from BConnect
- tricking, defrauding or misleading BConnect and other users, especially in any attempt to learn sensitive account information such as passwords
- using any information obtained from the Platform in order to harass, abuse, or harm another person
- using the Platform as part of any effort to compete with BConnect or to provide services as a service bureau
- using the Platform in a manner inconsistent with any and all applicable laws and regulations
- posting content on the Platform or using the BConnect or the Koble name in activities that display, incite, or promote pornography, obscenity, hatred, defamation, libel, slander, threats of any kind, discrimination, offensive behavior, racism, bigotry or violence
- using the Platform for activities of any kind that harm or exploit, or attempt to harm or exploit minors by collecting their personal identifying information or exposing them to content or conduct inappropriate for minors

Payment and handling of transactions

All exchange of money between Users of the Platform will be processed by Stripe. To facilitate payment for the Services, each Consumer is required to use a credit card. Stripe will remit 10% of the payment amount as an access fee to us for use of the Platform (the "Access Fee"), and the remaining 90% of the transaction amount will be made available to the Provider of the Services. In order to retrieve money earned from Services provided and posted on the Platform each Provider is required to register using the Provider's bank account details. You authorize us and Stripe to facilitate the transaction of the Services and the payment remittance of all applicable charges and fees between you and other Users and between you and us. All payments transacted through Stripe shall be subject to the Stripe Connect Account Agreement, located at <https://stripe.com/connect/account-terms>, which includes the Stripe Terms of Service, located at <https://stripe.com/us/terms> (collectively, the "**Stripe Services Agreement**"). By agreeing to this Agreement, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. You agree to provide us accurate

and complete information about you and, if applicable, your business, and you authorize us to share such information and any transaction information related to your use of the payment processing services provided by Stripe.

Refunds

We have no obligation to provide refunds or credits, but may grant them in the case of errors made by us, or in other cases, in our sole discretion. You are responsible for all transaction taxes associated with using the Platform.

Promotional Material

By creating an Account on our Platform, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Platform Content

Our Platform allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Platform, including its legality, reliability, and appropriateness.

By posting Content on or through the Platform, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Platform and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Platform. However, by posting Content using the Platform you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Platform. You agree that this license includes

the right for us to make your Content available to other users of the Platform, who may also use your Content subject to these Terms.

Bconnect has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Platform are the property of BConnect or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

User Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Platform.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Platform or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

BConnect grants to you a limited, non-transferable license to use the Platform in accordance with these Terms. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization.

You may not transfer or sell your User account, password and/or identification to any other party.

You may not use as a username any name that is offensive, vulgar or obscene. You may not use the Platform for any other purposes, including without limitation, to make any false or fraudulent inquiries or submissions. You may only use the Platform to view information presented on the Platform and to make legitimate inquiries or submissions.

You acknowledge and consent that we may, at any time and without notice or warning, in our sole discretion, store and access data about the messages and other interactions that

took place on the Platform between Users, to prevent fraud, identify violation to these Terms of Use or to improve customer experience.

Terms Applicable to Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play to access the Platform. You acknowledge that this Agreement is concluded between you and BConnect only, and not with Apple Inc. or Google, Inc. (each an “App Distributor”), and BConnect, not an App Distributor, is solely responsible for the Koble application and the content thereof. (1) SCOPE OF LICENSE: The license granted to you for the Koble application is limited to a non-transferable license to use the Koble application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service. (2) MAINTENANCE AND SUPPORT: BConnect is solely responsible for providing any maintenance and support services with respect to the Koble application, as specified in this Agreement, or as required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Koble application. (3) WARRANTY: BConnect is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Koble application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Koble application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the Koble application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be BConnect’s sole responsibility. (4) PRODUCT CLAIMS: You acknowledge that BConnect, not an App Distributor, is responsible for addressing any claims of yours or any third party relating to the Koble application or your possession and/or use of the Koble application, including, but not limited to: (i) product liability claims; (ii) any claim that the Koble application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. (5) INTELLECTUAL PROPERTY RIGHTS: You acknowledge that, in the event of any third party claim that the Koble application or your possession and use of the Koble application infringes a third party’s intellectual property rights, the App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. (6) LEGAL COMPLIANCE: You represent and warrant that (i) you are not located in a country that is subject to a U.S.

government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties. (7) **THIRD PARTY TERMS OF AGREEMENT:** You must comply with applicable third party terms of agreement when using the Koble application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the BConnect application. (8) **THIRD PARTY BENEFICIARY:** BConnect and you acknowledge and agree that the App Distributors, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

BConnect Involvement

BConnect does not provide any Services or take part in any aspect of the relationship between Users, including without limitation the negotiation, exchange of information, accuracy of information provided, payment, verification of identity, as well as the scheduling, quality control, completion, acceptance, and suitability of Services, or any other aspect concerning the interaction between Users of the Platform.

All representations and warranties for the Services remain the responsibility of the Users and shall not carry over to BConnect at any time or for any reason.

BConnect does not perform a systematic background check on Users. However, BConnect may, at its sole discretion perform a background check of any User through a third party background check that may include, with limitation, an ID check, a sex offenders registry check, county, state, federal and national criminal records check, and domestic and international terrorist watch list check. You consent and authorize BConnect to collect, use and disclose your personally identifiable information to third parties for the purpose of conducting background checks.

BConnect cannot confirm that each User is who they claim to be and therefore, BConnect cannot and does not assume any responsibility for the accuracy or reliability identity or background check information or any information provided through the Platform. Each User should exercise common sense and caution to protect their personal safety and property, as in any situation which includes the interaction with strangers or unfamiliar persons.

Location monitoring

As a User, you hereby consent to the collection by us of the latitude and longitude location ("**Location Coordinates**") of the Device on which the Koble App is running in order to display Services available in your area, or to enable any other functionality of the Platform. We do not collect or store location information with the purpose of monitoring User behavior.

Tax Liability

BConnect will not be responsible or liable for reporting, withholding, nor assisting Users with any tax personal or business tax obligations.

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Platform infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to legal@gokoble.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Platform on your copyright.

BCONNECT WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR NEGLIGENCE OR FAILURE TO COMPLY WITH THE AFOREMENTIONED REQUIREMENTS.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Platform where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at legal@gokoble.com

Intellectual Property

The Platform and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of BCONNECT INC and its licensors. The Platform is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of BCONNECT INC.

Links To Other Web Sites

Our Platform may contain links to third party web sites or services that are not owned or controlled by BCONNECT INC

BCONNECT INC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that BCONNECT INC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Provider Representations and Warranties

By providing Services as a Provider on the Platform, you represent, warrant, and agree that: (i) you are solely responsible for obtaining the necessary licenses and/or certifications as required by law with relation to the performance of the Services; (ii) you are solely responsible for maintaining adequate workers' compensation or any other form of workers' insurance or protection as required by law; (iii) you are solely responsible for any and all liability that results from or is alleged as a result of your provision of Services, including, but not limited to personal injuries, death and property damages; (iv) you will comply with all applicable laws, rules and regulations while providing Services, and you will be solely responsible for any violations of such provisions; (v) you are solely responsible for timely filing and paying all applicable federal, state and local taxes based on your provision of Services and any payments received by you

You further represent, warrant, and agree that you are solely responsible and liable for any claims resulting from a Service you performed for a Consumer.

Termination

We may terminate, restrict or suspend your account and bar access to the Platform immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Platform.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless BConnect and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Platform, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Platform.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE PLATFORM IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR COURSE OF PERFORMANCE.

BCONNECT ITS SUBSIDIARIES, AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT A) THE PLATFORM WILL FUNCTION UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; B) ANY ERRORS OR DEFECTS WILL BE CORRECTED; C) THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; D) THE RESULTS OF USING THE PLATFORM WILL MEET YOUR REQUIREMENTS; E) THE PLATFORM IS FREE OF ERRORS, MISTAKES OR INACCURACIES OF CONTENT.

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

LIMITATION OF LIABILITY

IN NO EVENT WILL BCONNECT, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE WITH RESPECT TO (I) THE QUALITY OR FITNESS OF ANY SERVICE POSTED ON, HIRED OR PROVIDED THROUGH THE PLATFORM, (II). ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (IV) ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM OR THE SERVICES.

THE AGGREGATE LIABILITY OF BCONNECT, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE PLATFORM OR OTHERWISE UNDER THESE TERMS OF USE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IS LIMITED TO \$100.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS OF USE. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS OF USE. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

No Partnership

No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Moonlighting in any respect whatsoever. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. Moonlighting may assign, convey, subcontract or delegate these Terms or any rights or obligations hereunder without restriction.

Severability

In the event that any provision of these Terms is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms.

Entire Agreement

These Terms, together with the Privacy Policy and any other agreements incorporated or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersede any prior understandings or agreements whether oral or written. Failure by BConnect to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right..

Assignment

This Agreement may not be assigned or transferred by you without our prior written approval. BConnect may assign or transfer this Agreement to any party without your consent. Any assignment in violation of the aforementioned shall be null and void ab initio. This Agreement will inure to the benefit of BConnet, its successors and assigns.

Disputes

Between Users

If there is a dispute between Users, or between Users and any third party, you understand and agree that Bconnect is under no obligation to become involved. In the event that you have a dispute with one or more other Users, you hereby release BConnect, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Platform. BConnect expressly disclaims any liability that may arise between Users of the Platform.

With BConnect

- A. **Governing Law; Jurisdiction.** This Agreement and all aspects of the Platform shall be governed by and construed in accordance with the internal laws of the State/Commonwealth of Massachusetts, without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Middlesex County, State of Massachusetts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Platform be instituted more than two (2) years after the cause of action arose.
- B. **Informal Resolution.** To expedite resolution and control the cost of any dispute, controversy or claim related to these Terms of Use ("Dispute"), you and BConnect agree to first attempt to negotiate any Dispute (except those

Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other.

- C. **Binding Arbitration.** If you and BConnect are unable to resolve a Dispute through informal negotiations, either you or BConnect may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, BConnect will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Middlesex county, State of Massachusetts. Except as otherwise provided in this Agreement, you and BConnect may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- D. **Restrictions.** You and BConnect agree that any arbitration shall be limited to the Dispute between BConnect and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any

Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

- E. **Exceptions to Informal Negotiations and Arbitration.** You and BConnect agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of your or BConnect's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. If this Section is found to be illegal or unenforceable then neither you nor BConnect will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and you and BConnect agree to submit to the personal jurisdiction of that court.

Miscellaneous

These Terms constitute the entire agreement between us regarding our Platform, and supersede and replace any prior agreements we might have had between us regarding the Platform.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

Upon our request, you will furnish BConnect any documentation, substantiation or releases necessary to verify your compliance with these Terms of Use. You agree that these Terms of Use will not be construed against BConnect by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

Changes

We reserve the right, in our sole discretion, to modify or replace these Terms at any time. If a revision is material you will be required to accept the modified Terms of Use as a condition to your continued use of the Platform. For immaterial changes to the Terms of Use, The modified Terms shall be effective upon your acceptance of the modified Terms of Use. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Platform after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Platform.

Any dispute related to these Terms of Use shall be resolved in accordance with the version of the Terms of Use that was in effect at the time the dispute arose.

Contact Us

If you have any questions about these Terms, please contact us at legal@gokoble.com.