

Jumpstick Terms of Service

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Jumpstick, Inc., a Delaware corporation (hereinafter, “Jumpstick,” “we,” “us,” and/or “our”) owns and operates the Jumpstick proprietary software platform (the “Platform”), available at www.jumpstick.com (the “Site”), which enables users to verify certain financial holdings, activity, and other related information (the “Service”).

When we refer to the “Jumpstick Services” throughout these Terms of Service (hereinafter, these “Terms”), we mean the Platform, Site, Service, and any related services provided by us through or in connection with the use of the Service.

NOTICE OF AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTIONS: THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT DISPUTES YOU HAVE AGAINST JUMPSTICK TO BINDING AND FINAL ARBITRATION. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST JUMPSTICK ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. PLEASE SEE SECTION 13 FOR ADDITIONAL INFORMATION.

NOTICE OF WARRANTY & LIABILITY DISCLAIMERS: PLEASE BE ADVISED THAT JUMPSTICK DOES NOT PROVIDE ANY WARRANTIES TO YOU AND THESE TERMS LIMIT OUR LIABILITY TO YOU AS SET FORTH IN SECTION 11.

1. ACCEPTANCE OF THESE TERMS. IMPORTANT -- PLEASE READ THESE TERMS CAREFULLY. THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS BETWEEN YOU (“YOU” AND/OR “YOUR”) AND JUMPSTICK GOVERNING YOUR ACCESS AND USE OF THE JUMPSTICK SERVICES. BY ACCESSING OR USING THE JUMPSTICK SERVICES IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, VISITING OR BROWSING THE SITE AND/OR CREATING A USER ACCOUNT FOR THE JUMPSTICK SERVICES (AN “ACCOUNT”): (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS, (2) YOU AFFIRM, REPRESENT AND WARRANT THAT YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS SET FORTH IN SECTION 2 OF THESE TERMS AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THESE TERMS, AND (3) YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ENTERING INTO THESE TERMS WITH JUMPSTICK, INC., A DELAWARE CORPORATION. **YOU MAY NOT ACCESS OR USE THE JUMPSTICK SERVICES (OR ANY PART THEREOF) OR CREATE AN ACCOUNT IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW.**

2. ELIGIBILITY. In order to use the Jumpstick Services you must meet the following eligibility requirements:

- (1) You must be at least 18 years old or the applicable age of majority in your jurisdiction;
- (2) You must be a permanent resident or citizen of the United States;
- (3) You must not be a competitor of Jumpstick or otherwise access and/or use the Jumpstick Services (or any part thereof) for the purpose of developing competitive products or services; and
- (4) You must not have been previously removed, terminated and/or suspended from accessing and/or using the Jumpstick Services.

3. MODIFICATIONS TO THESE TERMS. Jumpstick reserves the right to update or modify these Terms at any time. Except as otherwise stated in this Section 3, all updates and modifications to these documents will be effective from the day they are posted on the Site, available [here](#), as indicated by the “Last Updated” date set forth above. If we make any material changes to these Terms, we will provide you reasonable prior notice of these changes by posting a prominent notice on the Site and/or through the user-interface of the Platform, and if we have an email address on file for you, we may notify you of these

changes by sending a notification to the applicable email address. Material changes to these Terms will become effective on the date set forth in the notice. It is your responsibility to regularly visit and review these Terms. If you do not agree to any updates or modifications to these Terms, do not use or access the Jumpstick Services and terminate your Account (if applicable). Your continued use of the Jumpstick Services (or any part thereof) after the applicable effective date of the revised Terms (set forth above), signifies to us that you acknowledge and agree to be bound by the revised Terms.

4. USER DATA; PRIVACY

- 4.1. User Data.** To the extent you post, transmit, submit, upload and/or otherwise provide any messages, photos, video, audio, images, data, information, text and/or any other content or materials in connection with the use of the Jumpstick Services, including, but not limited to any content, data or information you authorize to share with us, or otherwise provide to us, through Third-Party Integrations (as defined in Section 7.1 below) (collectively, "**User Data**"), you hereby grant Jumpstick a worldwide, non-exclusive, royalty-free, fully paid, transferable right and license (including through the use of subcontractors) to copy, reproduce, use, host, store, transfer, publicly display, publicly perform, transmit, reproduce, modify (for the purpose of formatting for display), and distribute your User Data, in whole or in part, in connection with your use of the Jumpstick Services, and as reasonably necessary to provide the Jumpstick Services to you.
- 4.2. Ownership; Responsibility for User Data.** Subject to the licenses you grant us in these Terms, as between Jumpstick and you, you will retain ownership of User Data; provided that, notwithstanding the foregoing, you acknowledge and agree that Jumpstick may use and exploit any aggregated non-personally identifiable data or information collected or obtained from your use of Jumpstick Services for any purpose. You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of your User Data and the consequences of transmitting and/or providing any User Data in connection with your use of the Jumpstick Services. You represent and warrant that (a) you have all the rights necessary to grant Jumpstick the licenses granted herein in and to your User Data, (b) you are the legal owner of, and that you are authorized to provide us with, all financial, cryptocurrency wallet, and/or bank account information and other information necessary to facilitate your use of the Jumpstick Services.
- 4.3. Privacy.** If you provide us User Data (including, without limitation, any personally identifiable information contained therein) in connection with your access and/or use of the Jumpstick Services, you acknowledge, agree and consent to the processing and use of such User Data (including, without limitation, any personally identifiable information contained therein) by Jumpstick in accordance with these Terms and as set forth in our [Privacy Notice](#), or as required by law.

5. ACCOUNTS; COMMUNICATIONS

- 5.1. Accounts.** To access and use certain features of the Jumpstick Services you may need to create and register an Account. In registering an Account, you agree to provide and maintain information that is true, accurate, current, up to date, and complete. You agree that you will not (a) create an Account using a false identity or information, and (b) create an Account or use the Jumpstick Services if you have been previously removed, suspended or banned by us from use of the Jumpstick Services, or any part thereof. Jumpstick reserves the right to limit the number of Accounts that can be created from any one computer or mobile device and the number of computer or mobile devices that can access an individual Account.
- 5.2. Account Security.** You understand and agree that you are solely responsible for maintaining the confidentiality of and protecting your password to your Account. You are solely responsible for any activity originating from your Account, regardless of whether such activity is authorized by you. You agree to notify us immediately of any unauthorized use of your Account.
- 5.3. Electronic Communications.** By using the Jumpstick Services, you consent to receiving electronic communications from Jumpstick, including, but not limited to, communications sent via email or

notifications posted on our Site and/or through the user-interface of the Platform. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to your use of the Jumpstick Services. These electronic communications are part of your relationship with Jumpstick and you receive them as part of your purchase. **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.**

6. ACCESS AND USE OF THE JUMPSTICK SERVICES

- 6.1. Right to Access to the Jumpstick Services. Subject to your compliance with these Terms, Jumpstick hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license to access and use the Platform, over the internet through the Site, solely to use the Service for your personal, non-commercial use, and otherwise in accordance with these Terms.
- 6.2. Prohibited Uses. By using the Jumpstick Services (or any part thereof), you agree that you will not, and will not permit any other person to:
- (a) Modify, adapt, translate or create derivative works based on the Jumpstick Services (or any part thereof), or any related documentation;
 - (b) Reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Platform, Service and/or Site, except as expressly permitted by applicable law;
 - (c) Distribute, license, sublicense, assign, transfer or otherwise make available to any third party the Jumpstick Services, or any related documentation;
 - (d) Remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Jumpstick or its suppliers on or within the Jumpstick Services, or related documentation;
 - (e) Use the Jumpstick Services to store or transmit malicious code or infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - (f) Interfere with or disrupt the integrity or performance of the Jumpstick Services (or any part thereof) or any system, network or data;
 - (g) Attempt to gain unauthorized access to the Jumpstick Services (or any part thereof), or its related systems or networks, including, without limitation, bypassing any "captcha" requirements or similar precautions;
 - (h) Frame or utilize framing techniques to enclose the Jumpstick Services or any portion thereof;
 - (i) Use any meta tags, "hidden text", queries, robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell, license or download the Jumpstick Services, or any content (except caching or as necessary to view the Site), or the personal information of others without our prior written permission or authorization;
 - (j) Create an Account using a false identity or information, or impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
 - (k) operate to defraud Jumpstick, other users, our partners, or any other person, or provide false, inaccurate or misleading information; and/or

- (l) Use the Jumpstick Services in violation of any applicable local, state, national or international law, including, without limitation, any and all applicable export laws, or otherwise engage in, promote, encourage, and/or undertake any unlawful or illegal activity including, without limitation, tax evasion, money laundering, terrorism, including, raising funds for the known terrorist organizations listed on <https://www.state.gov/foreign-terrorist-organizations/>) which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions program administered in any relevant country, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity.

6.3. **Jumpstick Proprietary Rights.** Subject to your rights in and to User Data, as between you and Jumpstick, Jumpstick and its licensors retain all right, title and interest in and to the Jumpstick Services and any and all content, messages, data, text, graphics, images, photos, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Jumpstick Services, including, without limitation, the Reports (as defined in Section 11.1 below), and any and all modifications, enhancements and updates to any of the foregoing. All Jumpstick trademarks are strictly owned by Jumpstick, and nothing in these Terms will be construed to transfer ownership rights or grant any permission, license or other rights to any Jumpstick trademark without written authorization from Jumpstick. The trademarks, service marks, logos, and/or names of individuals, companies and/or products mentioned through the Jumpstick Services may be the trademarks of their respective owners. Jumpstick reserves all rights and licenses not expressly granted to you in these Terms and no implied license is granted by Jumpstick. The Jumpstick Services (and its underlying technology) are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries.

6.4. **Feedback.** You acknowledge that any ideas, inventions, suggestions for improvement or discussions submitted by you regarding any aspect of the Jumpstick Services, including, without limitation, the functioning, features, and other characteristics thereof (or any component thereof) ("**Feedback**") may be used by Jumpstick without compensation or attribution to you, and you hereby grant Jumpstick, its subsidiaries, affiliates and partners a worldwide, irrevocable, royalty free, non-exclusive, sublicensable and transferable license under all your intellectual property rights in and to such Feedback, for Jumpstick to use and exploit for any purpose.

7. THIRD PARTY INTEGRATIONS; LINKED SITES & SERVICES

7.1. **Third Party Integrations.** Jumpstick may integrate into the Site and/or Platform, and/or enable you connect and/or use in connection with the Jumpstick Services, third party products, services and/or applications (including, without limitation, integrations with certain financial institutions and/or cryptocurrency wallets and/or exchanges) which are not owned, controlled, or operated by Jumpstick and are subject to separate terms and conditions (collectively, "**Third-Party Integrations**"). Your use of any Third-Party Integrations is governed by the terms and conditions, terms of service, and/or similar end user agreements of the respective service providers. The Third-Party Integrations are not part of or included in the term "Jumpstick Services" as used through these Terms, and are operated and controlled by the applicable third-party providers of the Third-Party Integrations. YOU ARE SOLELY RESPONSIBLE FOR REVIEWING AND FOR COMPLYING WITH THE APPLICABLE TERMS OF SERVICE AND PRIVACY NOTICES FOR SUCH THIRD-PARTY INTEGRATIONS. FAILURE TO COMPLY MAY RESULT IN THE TERMINATION OF YOUR ACCOUNT WITH A THIRD-PARTY INTEGRATION PROVIDER AND INABILITY TO USE A PARTICULAR FEATURE WE OFFER. Please see our [Privacy Notice](#) for a current list of our current Third Party Integrations.

7.2. **Third Party Accreditation Letter Services.** Jumpstick may connect you with certain third-party certified public accountants ("**CPAs**") that you may engage to provide certain accredited investor verification services. **CPAs are not our service providers, and Jumpstick is not and does not**

engage in, or provide, any legal, accounting, investment and/or broker-dealer services. If you decide to engage a CPA, you acknowledge and agree that the engagement and any agreement(s) entered into between you and a CPA with respect to the engagement, shall be solely between you and the applicable CPA, and, Jumpstick shall not be a party to, or have any responsibility or liability for, such engagement and/or the performance of the CPA of its obligations under or in connection with the engagement and/or any related agreements between you and the CPA. ON BEHALF OF YOURSELF AND YOUR SUCCESSORS, ASSIGNS, REPRESENTATIVES, EMPLOYEES, AGENTS, CLIENTS, AND ANYONE ELSE CLAIMING BY OR THROUGH YOU, YOU HEREBY EXPRESSLY RELEASE, DISCHARGE, AND HOLD JUMPSTICK AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, SUCCESSORS OR ASSIGNEES (THE "**RELEASED PARTIES**"), HARMLESS FROM, AND WAIVE, ANY AND ALL CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH), DEMANDS, AND DAMAGES OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR INTERACTIONS, DEALINGS, TRANSACTIONS, AND/OR ENGAGEMENTS WITH ANY CPA. *IF YOU ARE A CALIFORNIA RESIDENT, YOU SHALL AND HEREBY WAIVE, ON BEHALF OF YOURSELF AND YOUR SUCCESSORS, ASSIGNS, REPRESENTATIVES, EMPLOYEES, AGENTS, CLIENTS, AND ANYONE ELSE CLAIMING BY OR THROUGH YOU, CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER/THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM/HER/THEM MUST HAVE MATERIALLY AFFECTED HIS/HER/THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY(IES)."*

7.3. Third Party Linked Sites & Services. The Site and/or Platform may contain links to the third-party websites ("**Linked Sites**"). Jumpstick may receive payment or a commission if you purchase any services, products, applications, and/or goods offered by or through the providers of such Linked Sites ("**Third Party Services**"); however, the Linked Sites and the applicable Third-Party Services are not controlled or owned by Jumpstick. If you decide to use such Linked Sites and/or any Third-Party Services, be advised that your use is governed solely by the terms and conditions of the respective providers of such Linked Sites and/or the Third-Party Services. YOU ARE RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE APPLICABLE TERMS OF SERVICE AND PRIVACY NOTICES FOR SUCH LINKED SITES AND/OR THIRD-PARTY SERVICES.

8. FEES, CHANGES TO THE JUMPSTICK SERVICES. Jumpstick does not currently charge any fees for the access and/or use of the Jumpstick Services; provided that, Jumpstick reserves the right however, upon prior notice to you, to charge a fee for the Jumpstick Services. In addition, Jumpstick reserves the right to either temporarily or permanently modify, suspend or discontinue the Jumpstick Services (or any part thereof) with or without notice (including, without limitation, charging fees to access and/or use the Jumpstick Services). You agree that Jumpstick will not be liable to you or to any third party for any modification, suspension or discontinuance of the Jumpstick Services (or any part thereof).

9. TERM; TERMINATION

9.1. Term. These Terms will remain in full force and effect as long as you continue to access or use the Jumpstick Services (or any part thereof), or until terminated in accordance with the provisions of these Terms.

9.2. Termination. You may terminate at any time by terminating your Account (if applicable) and ceasing all use of the Jumpstick Services. At any time, Jumpstick may (a) suspend or terminate your rights to access or use the Jumpstick Services (or any part thereof), or (b) terminate these Terms with respect to you if Jumpstick, in good faith, believes that you have used the Jumpstick Services (or any part thereof) in violation of these Terms, including any including, without limitation any incorporated policies, guidelines, terms or rules set forth in these Terms.

9.3. Effect of Termination. Upon termination of these Terms, your Account and your right to use the Jumpstick Services will automatically terminate, and you agree to cease all use of the Jumpstick Services. The rights and obligations applicable to you and/or Jumpstick under the following Sections shall survive any termination of these Terms: 1, 2, 3, 4, 5, 6.2, 6.3, 6.4, 7, 9.3, and 10 through 15.

10. **INDEMNIFICATION.** You agree to defend Jumpstick, its employees, contractors, and/or agents, and hold us harmless from and against any and all claims, actions, demands, liabilities, losses, damages, expenses, and costs (including reasonable attorney fees) arising from (a) your breach of these Terms and/or violation of any license or other agreement applicable to any Third Party Integrations, (b) your use or misuse of the Jumpstick Services (or any part thereof), Financial Information and/or Reports, (d) your User Data, (e) your breach of any law or the intellectual property and/or privacy rights of a third party, and/or (f) your breach of any engagement and/or agreement with a CPA and/or any disputes between you and any CPA or third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, in which case, you agree to cooperate with us in the defense of the claim. Some jurisdictions limit consumer indemnities, so some portions or all of this indemnity provision may not apply to you.

11. **DISCLAIMERS OF WARRANTIES & LIMITATIONS ON OUR LIABILITY**

11.1. Disclaimer of Warranties. THE JUMPSTICK SERVICES AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY JUMPSTICK ARE PROVIDED "AS IS" AND "AS AVAILABLE." JUMPSTICK AND ITS LICENSORS AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY PURPOSE, ACCURACY, OR NON-INFRINGEMENT.

ALL INFORMATION AND/OR MATERIALS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SERVICE REGARDING YOUR FINANCIAL HOLDINGS AND/OR ACCOUNTS ("**FINANCIAL INFORMATION**"), INCLUDING, WITHOUT LIMITATION, ANY VERIFICATION REPORTS ("**REPORTS**"), IS PROVIDED FOR INFORMATIONAL PURPOSES AND PERSONAL USES ONLY. FINANCIAL INFORMATION AND REPORTS ARE NOT INTENDED TO BE COMPREHENSIVE AND SHOULD NOT BE SUBSTITUTED FOR INFORMATION AVAILABLE FROM APPROPRIATE LEGAL, FINANCIAL, ACCOUNTING, AND INVESTMENT ADVISORS. YOUR PERSONAL FINANCIAL SITUATION IS UNIQUE, AND ANY INFORMATION AND ADVICE OBTAINED THROUGH OR IN CONNECTION WITH YOUR USE OF THE JUMPSTICK SERVICES MAY NOT BE APPROPRIATE FOR YOUR SITUATION. ACCORDINGLY, BEFORE MAKING ANY FINAL DECISIONS OR IMPLEMENTING ANY FINANCIAL STRATEGY OR USING ANY REPORTS, YOU SHOULD CONSIDER OBTAINING ADDITIONAL INFORMATION AND ADVICE FROM YOUR LAWYER, ACCOUNTANT, FINANCIAL ADVISOR AND/OR OTHER CERTIFIED FINANCIAL, ACCOUNTING, INVESTMENT, AND LEGAL ADVISERS WHO ARE FULLY AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES. JUMPSTICK ASSUMES NO LIABILITY WHATSOEVER FOR INACCURACIES, MISSTATEMENTS, OR OMISSIONS RELATED TO ANY FINANCIAL INFORMATION AND/OR REPORTS. YOUR USE OF OR RELIANCE UPON ANY FINANCIAL INFORMATION, AND/OR REPORTS IS ENTIRELY AT YOUR OWN RISK, FOR WHICH JUMPSTICK WILL NOT BE LIABLE.

JUMPSTICK AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT OR MAKE ANY GUARANTEE THAT DEFECTS WILL BE CORRECTED OR THAT THE JUMPSTICK SERVICES (OR ANY PART THEREOF), FINANCIAL INFORMATION, REPORTS, AND/OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY JUMPSTICK: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER, OR ANY THIRD PARTY PRODUCTS OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY INTEGRATIONS, LINKED SITES AND/OR THIRD PARTY SERVICES); (C) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR (D) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM JUMPSTICK, ANY THIRD PARTY, OR THROUGH THE JUMPSTICK SERVICES, SHALL CREATE ANY WARRANTY.

- 11.2. Disclaimer – CPAs, Third Party Integrations & Linked Sites. JUMPSTICK DOES NOT ENDORSE, IS NOT RESPONSIBLE FOR, AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY PURPOSE, ACCURACY OR QUALITY, AS TO ANY CPAS (OR THE SERVICES PROVIDED BY SUCH CPAS) AND/OR ANY THIRD-PARTY INTEGRATIONS, LINKED SITES AND/OR THIRD-PARTY SERVICES, THEIR CONTENT OR THE MANNER IN WHICH THE CPAS AND/OR THE PROVIDERS OF SUCH THIRD-PARTY INTEGRATIONS, LINKED SITES AND/OR THIRD-PARTY SERVICES HANDLE YOUR DATA. IN ADDITION, JUMPSTICK IS NOT AND WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND ANY CPA AND/OR ANY PROVIDERS OF ANY THIRD PARTY INTEGRATIONS, LINKED SITES AND/OR THIRD-PARTY SERVICES. JUMPSTICK IS NOT AND SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR ACCESS OR USE OF ANY CPA (OR THE SERVICES PROVIDED BY SUCH CPAS) AND/OR ANY THIRD-PARTY INTEGRATIONS, LINKED SITES, AND/OR THIRD-PARTY SERVICES, OR YOUR RELIANCE ON THE PRIVACY PRACTICES OR OTHER POLICIES OF SUCH CPAS, THIRD-PARTY INTEGRATIONS, LINKED SITES AND/OR THIRD-PARTY SITES.
- 11.3. Limitations on Jumpstick's Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JUMPSTICK BE LIABLE OR OBLIGATED, WITH RESPECT TO THESE TERMS, THE JUMPSTICK SERVICES (OR ANY PART THEREOF) AND ANY OTHER MATERIALS AND/OR SERVICES PROVIDED BY JUMPSTICK, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND EVEN IF JUMPSTICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR OBLIGATION: (A) IN THE AGGREGATE, FOR ANY AMOUNTS IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00); (B) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (C) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES; (D) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (E) FOR ANY MATTER BEYOND JUMPSTICK'S REASONABLE CONTROL. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THESE TERMS OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. JUMPSTICK DISCLAIMS ALL LIABILITY OF ANY KIND OF JUMPSTICK'S AFFILIATES, LICENSORS AND SUPPLIERS.
- 11.4. Application of disclaimers and limitations to Consumers. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the disclaimers, exclusions and limitations set forth in this Section 11 may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in these Terms do not affect or prejudice the statutory rights of a consumer. The limitations or exclusions of warranties and remedies contained in these Terms shall apply to you as a consumer only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where you are located.
- 11.5. Basis of the Bargain. The warranty disclaimer and limitation of liability set forth above in this Section 11 are fundamental elements of the basis of the agreement between Jumpstick and you. Jumpstick would not be able to provide the Jumpstick Services on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Jumpstick's suppliers.

12. AVAILABILITY OF THE JUMPSTICK SERVICES. Information describing the Jumpstick Services is accessible worldwide but this does not mean the Jumpstick Services, or certain portions thereof, are available in your country. Jumpstick may restrict access to the Jumpstick Services, or portions thereof, in certain countries in its sole discretion. It is your responsibility to make sure your use of the Jumpstick Services is legal in your country of residence. The Jumpstick Services may not be available or accessible in all languages.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1. Governing Law. These Terms shall be governed in all respects by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from these Terms. Furthermore, neither these Terms (including, without limitation, the Platform) will be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA.
- 13.2. Disputes. You agree that any dispute between you and Jumpstick arising out of or relating to these Terms, the Jumpstick Services (or any part thereof), and/or any content, materials, and/or services provided by Jumpstick hereunder (collectively, "**Disputes**") shall be governed by the provisions set forth in this Section 13.
- 13.3. Notice of Disputes. A party who intends to seek arbitration or bring other action permitted under this Section 13 with respect to any Dispute, must first send a written notice of the Dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Dispute Notice**"). Jumpstick's address for Dispute Notices is: Jumpstick, Inc., Attention: *Notice of Dispute*, 8 The Green STE 12493, Dover Delaware 19901, United States. The Dispute Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought.
- 13.4. Informal Resolution. You and Jumpstick agree to use good faith efforts to resolve the Dispute directly, but if we do not reach an agreement to do so within 30 days after the Dispute Notice is received, you or Jumpstick may commence an arbitration proceeding or other permitted action, as set forth in this Section 13.
- 13.5. Agreement to Arbitrate. In the interest of resolving Disputes between you and Jumpstick in the most expedient and cost-effective manner, and except as described in Section 13.9, you and Jumpstick agree that every dispute arising in connection with these Terms will be resolved by binding individual (not class) arbitration (the "**Agreement to Arbitrate**"). Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This Agreement to Arbitrate includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. THIS AGREEMENT TO ARBITRATE MEANS YOU AND JUMPSTICK WAIVE YOUR/ITS RESPECTIVE RIGHTS TO A JURY TRIAL. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. **THE AGREEMENT TO ARBITRATE AND THE ARBITRATION PROVISIONS SET FORTH IN THIS SECTION 13 ARE GOVERNED BY THE FEDERAL ARBITRATION ACT.**
- 13.6. Arbitration. Any arbitration between you and Jumpstick will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules in effect at time the claim is submitted (the "**Rules**") as modified by this Section 13.6. You and we agree that the following rules will apply to the proceedings: (a) the arbitration will be heard and determined by a single, neutral arbitrator selected in accordance with the Rules; (b) the arbitration will take place in the county where you live or at another mutually agreed location; (c) the arbitration will be conducted by telephone, online, or based solely on written submissions (at the choice of the party seeking relief); (d) the arbitration must not involve any personal appearance by the parties or witnesses (unless we and you agree otherwise), and provided that, Disputes that involve a claim of more than \$10,000 USD must be resolved per the Rules about whether the arbitration hearing has to be in-person; and (e) any judgment on the arbitrator's rendered award may be entered in any court with competent jurisdiction. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. The arbitrator has exclusive authority to resolve any dispute relating to the

interpretation, applicability, or enforceability of this binding arbitration agreement. The arbitrator shall have the authority to grant all relief that a court of competent jurisdiction could order, including awards of attorney's fees and costs. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. A party electing arbitration must initiate proceedings by filing an arbitration demand with the AAA. The Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879.

- 13.7. Fees. You are responsible for paying your portion of the fees set forth in the AAA fee schedule and Jumpstick will be responsible for the remainder of the fees. If you believe you cannot afford the AAA fees, you may apply to AAA for a fee waiver. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the Rules. In that case, you agree to reimburse Jumpstick for all monies previously disbursed by it that are otherwise your obligation to pay under the Rules.
- 13.8. Opting-Out of Arbitration. If you do not wish to resolve disputes by binding arbitration, you may opt out of the Agreement to Arbitrate within 30 days after the date that you first agree to these Terms by sending a letter to Jumpstick, Inc., Attention: *Arbitration Opt-Out*, 8 The Green STE 12493, Dover Delaware 19901, United States, that specifies: your full legal name, the email address used to register an Account (if applicable), and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once Jumpstick receives your Opt-Out Notice, the Agreement to Arbitrate will be void and the parties agree that the exclusive jurisdiction and venue described in Section 13.10 will govern any action arising out of or related to these Terms. The remaining provisions of this Section 13 will not be affected by your Opt-Out Notice.
- 13.9. Exception to Arbitration. Notwithstanding anything in these Terms to the contrary to the extent you have in any manner violated or threatened to violate any of Jumpstick's intellectual property rights, Jumpstick may seek injunctive or other appropriate relief in any state or federal court with competent jurisdiction in any country, including in the State of Delaware, United States of America, without first engaging in arbitration or the informal dispute process set forth in this Section, and you hereby consent to the personal jurisdiction and exclusive venue in such courts. In addition, despite the Agreement to Arbitrate, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; or (c) seek injunctive relief in a court of law in aid of arbitration.
- 13.10. Enforceability: Venue. If the Agreement to Arbitrate is found not to apply to your or our claim, you and Jumpstick agree that any judicial proceeding will be brought in the federal or state courts located in Dover, Delaware. Both you and Jumpstick consent to venue and personal jurisdiction there.
- 13.11. Prevailing Party. Subject to Section 11, in the event that either party institutes any arbitration, legal suit, action or proceeding against the other party arising out of or relating to these Terms and/or the Jumpstick Services (or any part thereof), the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.
- 13.12. No Class Actions. YOU MAY ONLY RESOLVE DISPUTES WITH JUMPSTICK 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 UNDER THESE TERMS.
- 13.13. Time Limitation to Bring Claims. Notwithstanding any statute or law to the contrary, you

expressly acknowledge and agree that any claim or cause of action arising out of or related to your use of Jumpstick Services (or any part thereof) or these Terms must be filed within one (1) year after such claim or cause of action arose, otherwise that claim or cause of action will be barred forever.

14. NOTICES TO JUMPSTICK. Except as otherwise expressly required in these Terms, any notices permitted under these Terms must be sent to Jumpstick by (1) email: legal@jumpstick.com, Subject Line: *Legal Notice*; or (2) certified U.S. Mail or by Federal Express (signature required) to Jumpstick, Inc., Attention: *Jumpstick Legal Department*, 8 The Green STE 12493, Dover Delaware 19901, United States.

15. GENERAL

15.1. These Terms are not intended to grant rights to anyone except you and Jumpstick, and in no event shall these Terms create any third-party beneficiary rights. The parties acknowledge and agree that they are dealing with each other as independent contractors and nothing in these Terms and/or its performance shall be construed as creating a joint venture or agency between Jumpstick and you.

15.2. Neither the rights nor the obligations arising under these Terms are assignable by you, and any such attempted assignment or transfer shall be void and without effect. Jumpstick may freely assign this Agreement and/or delegate the performance of any services hereunder to its affiliates and contractors.

15.3. Any waiver of any provision of these Terms must be in writing and executed by both parties. The failure of either party to exercise any right provided for by these Terms shall not be deemed a waiver of that right.

15.4. If any term or provision of these Terms is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision shall be stricken from these Terms and shall not affect the legality, enforceability or validity of the remainder of the provisions set forth in these Terms.

15.5. Any delay in performance of any duties or obligations of either party will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other event beyond the reasonable control of such party.

15.6. These Terms and our [Privacy Notice](#), constitute the entire agreement between the parties regarding the subject matter, and supersedes all prior oral or written agreements or communications with regard to the subject matter described.

15.7. The headings of Sections of these Terms are for convenience and are not to be used in interpreting these Terms. As used in these Terms, the word "including" means "including but not limited to." You agree that these Terms will not be construed against Jumpstick by virtue of having drafted them. The official text of these Terms (and any notice submitted hereunder) will be in English. The parties acknowledge that they require that these Terms be drawn up in the English language only. In the event of any dispute concerning the construction or meaning of these Terms, reference will be made only to these Terms as written in English and not to any translation into another language.

QUESTIONS. Please feel free to contact us at legal@jumpstick.com if you have any questions about these Terms.