

TERMS AND CONDITIONS OF USE

These terms and conditions of use for this website ("Agreement") is between you and Convergent Science, Inc., a Wisconsin corporation ("Company" or "we"). Your use of the Convergent Science, Inc., website ("Website") is subject to the following terms and conditions of use:

YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. YOU AGREE THAT BY USING THIS WEBSITE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT. USE OF THIS WEBSITE SIGNIFIES YOUR UNCONDITIONAL AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, DO NOT ACCESS OR OTHERWISE USE THIS WEBSITE.

Agreement Revisions. The Company may revise and update this Agreement from time to time in its sole discretion. All changes are effective immediately when the Company posts them and apply to all access to and use of this Website thereafter. Your continued use of this Website following the posting of the revised Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Intellectual Property Ownership; License. Unless otherwise stated, the Company or its licensors own the intellectual property rights in this Website and the content and materials on this Website. All content on this Website, including, without limitation, all information, text, images, pictures, graphics, logos, icons, images, video, audio, software, and other materials are the exclusive property of the Company, or its licensors and are protected by U.S. and international copyright laws and shall not be copied, reproduced, distributed, sold, loaned, licensed, modified, supplemented, or otherwise used in any manner without the prior written permission of the Company in each instance. Copying or storing of any content on this Website for reproduction, redistribution, or publication to third-parties is expressly prohibited without prior written permission from the Company in each instance. All rights to the Company's intellectual property not expressly granted herein are reserved by the Company. The Company may, without charge, use any ideas or proposals submitted or stored by you on this Website for the development, improvement, and licensing of the Company's products and services.

Subject to the terms and conditions of this Agreement, the Company grants you a limited, personal, nontransferable, non-sublicensable, revocable license to access and use this Website and content only in the manner presented and permitted by the Company. Except for this limited license, the Company does not convey any interest in or to this Website or the information, data, materials, or other content available via this Website. Except to the extent required by law or as expressly provided herein, no portion of this Website may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold, or redistributed without the prior written consent of the Company in each instance.

Trademarks. Convergent Science, Inc., reserves all rights with respect to its trademarks, service marks, logos, trade names, trade dress, and other indicia ("Marks"). The marks, CONVERGENT SCIENCE, CONVERGE, CONVERGE STUDIO, and all other product names, service names, and logos of Convergent Science, Inc., used, displayed, or referenced on this Website are common law trademarks or registered trademarks of Convergent Science, Inc., or its affiliates. The absence of a name or logo in this list does not constitute a waiver of any intellectual property rights that Convergent Science, Inc., has established in any of its Marks. Marks not owned by Convergent Science, Inc., are the property of their respective rights

holders. Nothing contained on this Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Website without the written permission of Convergent Science, Inc. Your use of the Marks is strictly prohibited. You are also advised that Convergent Science, Inc., will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

Acceptable Use Policy

A) The Company requires that all visitors and users of this Website conduct themselves with respect for others. In particular, the following rules govern the use of this Website:

- i) Disguising information; Fraud. You shall not disguise the origin of information transmitted through this Website or place or submit false or misleading information on this Website. You shall not commit fraud in any other manner.
- ii) Adversely Affecting Performance. You may not use or access this Website in any way that, in the Company's sole discretion, adversely affects the performance or function of this Website or interferes with the ability of authorized parties to access this Website.
- iii) Robots. You shall not use any robot, spider, or other automatic device, process, or means to access this Website for any purpose, including monitoring or copying any of the material on this Website.
- iv) Privacy. You shall not violate the privacy rights of any person and you shall not collect or disclose any personally identifiable information without each holder's written permission. You shall not cooperate in or facilitate identity theft.
- v) Intellectual Property Infringement. You shall not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. You shall not reproduce, publish, or disseminate any software, audio recordings, video recordings, photographs, articles, or other works of authorship not owned by you without the written permission of the rights holder.
- vi) Hacking, Viruses, & Network Attacks. You shall not access any computers or communications system without authorization, including the computers used to provide this Website. You shall not attempt to penetrate or disable any security system associated with this Website. You shall not intentionally distribute a computer virus, launch a denial-of-service attack, or in any other way attempt to interfere with the functioning of any computer or communications system used to provide this Website. You shall not attempt to access or otherwise interfere with the accounts of other users of this Website.
- vii) Spam. You shall not access or use this Website or its content in violation of the CAN-Spam Act of 2003, nor use this Website or its content to facilitate the dissemination of unsolicited bulk e-mails in any way.
- viii) Violations of Law. You shall not violate any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).

B) Consequences of Violation. Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of your account, IP blocking, or legal action. In addition, you may be required to pay for the costs of investigation and remedial action related to AUP violations. The Company reserves the right to take any other remedial action it sees fit.

C) Reporting Unacceptable Use. The Company requests that anyone with information about a violation of this AUP report it via an e-mail to the following address: privacy@convergecdf.com. Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including email or IP address if available, as well as details of the violation.

Your Representations and Warranties. You represent, warrant, and covenant that you will not upload, post or transmit to or distribute or otherwise publish through this Website any materials that: (i) restrict or inhibit any other user from using and enjoying this Website; (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, or indecent; (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or governmental regulation; (iv) violate, plagiarize, or infringe the rights of third-parties including, without limitation, copyright, trademark, patent, trade secret, rights of privacy or publicity, or any other proprietary right; (v) contain a virus or other harmful or destructive elements; (vi) contain any information, software, or other material of a commercial nature; (vii) contain advertising of any kind; or (viii) constitute or contain false or misleading indications of origin or statements of fact.

Compliance with Export Control Laws. You acknowledge and agree that portions of this Website content may be subject to export laws, regulations, restrictions, and controls that prohibit export or diversion of certain products, information, and technology to certain countries and persons. You acknowledge, agree, certify, represent, and warrant that (i) none of this Website content is being or will be acquired, transferred, exported, or re-exported, directly or indirectly, into any country prohibited by applicable export restrictions and controls; (ii) you are not located in any country to which the United States or other countries have embargoed goods or has otherwise applied any economic sanctions; (iii) you are not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions; and (iv) you will not use this Website or any Website content for any use that is prohibited under any export laws, regulations, restrictions, or controls. Without limiting the generality of the foregoing obligation, you hereby expressly agree that, without the prior written authorization of Convergent Science, Inc. and the United States Government, you will not export, re-export, divert, or transfer this Website content or any component thereof to any destination, company, or person prohibited by the Export Controls Act of 2018, as amended, any successor legislation, the Export Administration Regulations issued by the Department of Commerce-Bureau of Industry and Security (BIS), or the International Traffic in Arms Regulations, or prohibited by the U.S. State Department-Directorate of Defense Trade Controls, the International Trade Administration, Office of Export Licensing, U.S. Department of Treasury-Office of Foreign Assets Control, or other applicable export control laws, regulations, or agencies.

DISCLAIMER OF WARRANTIES; LIMIT OF LIABILITY

THIS WEBSITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THIS WEBSITE, IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THIS WEBSITE OR THE MATERIALS, INFORMATION, AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THIS WEBSITE, FOR ANY HYPERTEXT LINKS TO THIRD-PARTY WEBSITES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THIS WEBSITE OR ANY LINKED SITE. FURTHER, THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT

LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECT WILL BE CORRECTED. THE COMPANY SHALL NOT BE LIABLE FOR THE USE OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER THIRD-PARTY COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THIS WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH THIRD-PARTY COMMUNICATIONS FACILITIES AND THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR (A) ANY DIRECT DAMAGES IN EXCESS OF \$1,000 OR (B) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR ACCESS TO THIS WEBSITE OR FOR ANY INFORMATION OBTAINED THROUGH THIS WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE PARTIES INTEND THAT THE LIMITATIONS, LIMITED REMEDIES, AND DISCLAIMERS CONTAINED IN THIS SECTION SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THEREFORE THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

Accuracy of Information. The Company does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through this Website. You acknowledge that any reliance upon any such advice, opinion, statement, or other information shall be at your sole risk.

Your Information. The Company may gather, process, and use information and materials received from you (e.g., your name, your physical address, your e-mail address) or collected through your use of this Website for any lawful reason or purpose in accordance with applicable laws regarding data privacy protection and this Website's [Privacy Policy](#).

Cookies. This Website may use cookies. By accessing this Website, you consent to the use of cookies in accordance with the terms of this Website's [Privacy Policy](#).

Website Revisions. The Company, in its sole discretion, may change, suspend, or discontinue any aspect of this Website at any time without notice, including the availability of any Website feature, information, download, or content. The Company may also impose limits on certain features and services or restrict your access to parts or all of this Website without notice or liability.

Restricted Access. The Company, in its sole discretion, reserves the right to restrict access to certain portions of this Website or this Website itself through the use of login credentials, passwords, or other similar means. The Company has the right to deny your registration and your access to the restricted portions of this Website for any reason. If you are granted access to the restricted portions of this Website, you agree to the [Terms of Service](#) for the use of the materials and content available on such restricted portions of this Website. The Company, in its sole discretion, may disable your login credentials at any time without notice, including, without limitation, if you:

- Use false information for the purpose of registration;

- Violate these Terms and Conditions of Use; or
- Violate any applicable laws in accessing or using this Website.

If you register for access to the restricted portions of this Website, you shall give accurate registration information and, where such information changes over time, update such information as soon as practicable.

You shall ensure that your login credentials are not accessible by third-parties and you are liable for all transactions and other activities carried out under your login credentials. If you become aware that any third-party has misappropriated your login credentials, you must notify the Company in writing or by email of such occurrence without undue delay.

Grant of License to Company. By publicly posting information, uploading files, inputting data, or engaging in any other form of public communication on this Website, you hereby grant to the Company a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit, and otherwise fully exploit such public communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against the Company for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such communications. Any such submissions will not be treated as confidential or proprietary. Any information and material you publicly submit shall not be illegal or unlawful and shall not infringe any person's or entity's intellectual property rights. The Company reserves the right to edit or remove any material submitted to this Website.

Non-Confidentiality. You acknowledge that communications involving this Website are not confidential and that communications may be read or intercepted by others. You acknowledge that by submitting communications to the Company, no confidential, fiduciary, contractually implied, or other relationship is created between you and the Company other than pursuant to this Agreement.

Third-Party Links. This Website may contain hypertext links and pointers to the other internet websites and resources operated and controlled by parties other than the Company. Links to and from this Website to such third-party websites do not imply or constitute an endorsement by the Company of any third-party material or content and the Company does not assume any responsibility or liability for any third-party material or content. The use of such third-party websites, materials, and content is at your sole risk.

Disclosure of Information. The Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, that, in the Company's sole discretion, are objectionable or in violation of law or this Agreement.

DMCA Compliance. The Company uses the copyright infringement procedures of the Digital Millennium Copyright Act ("DMCA").

A. Notice of Copyright Infringement

To notify the Company of copyright infringement, please send an email communication to Convergent Science, Inc., at the contact point listed below in Part C below. That email communication should include the following:

- 1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- 2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- 3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- 4) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.
- 5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- 6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

B. Counter-Notice by Accused Author

If you are an author and the Company has taken down your materials due to suspicion of copyright infringement, you may dispute the alleged infringement by sending an email communication to Convergent Science, Inc., at the contact point listed in Part C below. That written communication should include the following:

- 1) A physical or electronic signature of the author.
- 2) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- 3) A statement under penalty of perjury that the author has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- 4) The author's name, address, and telephone number, and a statement that the author consents to the jurisdiction of Federal District Court for the judicial district in which such address is located, or if the author's address is outside of the United States, the Federal District Court for the Western District of Wisconsin, and that the author will accept service of process from the person who provided notification of copyright infringement or an agent of such person.

C. Notices

Please send all notices required by this policy to privacy@convergecdf.com.

D. Termination of Repeat Infringers

In appropriate circumstances, the Company will terminate the accounts of authors who are repeat copyright infringers.

E. Revision of Policy

The Company may revise this policy at any time, including by posting a new version on this Website.

FEDERAL TRADE COMMISSION DISCLAIMER

This FTC Disclaimer is provided to ensure that any commercial relationships between articles, comments, endorsements, and recommendations concerning products, services, or other websites and the owners of such products, services, and websites are fully disclosed.

Under the terms of FTC requirements, whenever there are articles, comments, endorsements, or recommendations concerning products, services, or other websites on this Website, the Company will

disclose the existence of any relationships between (A) those products, services, and websites and (B) the author, the Company, or this Website. Whenever this is the case, that disclosure will be conspicuously posted in or next to the particular article, comment, endorsement, or recommendation in accordance with the Federal Trade Commission's 16 CFR, Part 255: "Guides Concerning the Use of Endorsements and Testimonials in Advertising."

Any third-party comments, representations, recommendations, endorsements, and testimonies are provided solely by each individual making such comments, representations, recommendations, endorsements, or testimonies. They have NOT been verified for accuracy or truthfulness by the Company and the Company disclaims all liability for such comments, representations, recommendations, endorsements, and testimonies.

You should always research any product, service, or website before purchasing or using anything mentioned on this Website. Any product claim, statistic, quote, or other representation about a product or service should be independently verified by the reader.

The information provided in this Website and documents posted on this server may contain hypertext links or pointers to information created and maintained by other public and private organizations. These links and pointers are provided for the users' convenience. The Company does not control or guarantee the accuracy, relevance, timeliness, or completeness of this outside information. Further, the inclusion of links or pointers to particular items is neither intended to reflect their importance nor endorse any views expressed, or products or services offered, on these outside websites, or the organizations sponsoring the websites.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT NOTICE

This Website and any products and services described on this Website are not intended for, or directed toward, people who are under 13 years old. The owner of this Website, Convergent Science, Inc., does not knowingly market to children under the age of 13 years old, nor does it knowingly collect, directly or through third-party service providers, names, email addresses, or any other personally identifiable information from children under the age of 13 years old. If Convergent Science, Inc., becomes aware that personal information was collected inadvertently from a child under the age of 13 years old, the information will be deleted as soon as practicable.

Convergent Science, Inc., sometimes uses non-personally identifiable or "aggregate information" that is collected for various purposes, including to estimate the number of visitors for advertisers, to identify which areas of this Website are visited, and for other similar advertising purposes. This aggregate data is not information that could be used to identify or contact visitors of any age. This Website does not otherwise use passive technologies to track individual visitors' onsite activities.

This Website may include linked third-party websites that would be of interest to children under the age of 13 years old. Convergent Science, Inc., has no control over, and is not responsible for, the privacy and security of third-party websites. Parents should review the privacy policies of these websites closely before allowing children to provide any personally identifiable information.

If you have any questions, comments or concerns regarding our policies and/or practices, please contact Convergent Science, Inc., at privacy@convergecdf.com.

Policy updated on January 29, 2021

Submission of Information to the Company. The Company does not accept or consider creative ideas, suggestions, or materials other than those that are intended to be posted publicly on this Website or which have been specifically requested or otherwise affirmatively solicited by the Company in writing. It is the Company's intent to avoid possible misunderstandings as to the ownership of creative ideas, concepts, suggestions, or materials. If you send any creative materials, suggestions, ideas, data, notes, software, designs, drawings, concepts, or other information (collectively known as the "Information") to the Company in printed form, electronic means, or otherwise, the Information shall be deemed to be the property of the Company and shall not be subject to any obligations of confidence, non-disclosure, or non-usage. The Company is hereby entitled to unrestricted usage of the Information on a worldwide basis without compensation to the provider of the Information.

Indemnification. You agree to indemnify, defend, and hold the Company, its affiliates, licensors and service providers, and its and their respective shareholders, directors, officers, employees, contractors, agents, licensors, suppliers, successors, and assigns harmless from and against any and all claims, judgments, awards, losses, damages, costs, liabilities, expenses, or fees (including reasonable attorneys' fees) arising out of or related to your access to or use of this Website, your use of any information obtained from this Website, and any breach by you of any provision of this Agreement. Further, you agree to indemnify, defend, and hold the Company harmless for the infringement or misappropriation any patent, copyright, trademark, trade secret, or other proprietary right.

Remedies for Breach. Without prejudice to the Company's other rights under, and remedies for breach of, this Agreement, if you breach this Agreement, the Company may take such action as it deems appropriate to respond to the breach, including suspending or blocking your access to this Website, blocking computers using your IP address from accessing this Website, contacting your internet service provider to request that they block your access to this Website and/or bringing legal action against you.

Relationship. No joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this Agreement or access to or use of this Website.

Assignment. The Company may assign or otherwise transfer its rights and/or obligations under this Agreement without notifying you or obtaining your consent.

Nonwaiver. The failure of the Company at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of the Company thereafter to enforce each and every provision thereof in accordance with its terms.

Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without regard to conflicts of laws provisions. The parties agree that the provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. In the event that the Arbitration provision herein is found to be invalid or unenforceable, then any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or this Website shall be instituted exclusively in the state or federal courts located in Dane County in the state of Wisconsin, USA. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

This provision shall not limit the enforceability of the Arbitration provision in any way, but shall only be applicable should such Arbitration provision be found invalid or unenforceable.

ARBITRATION. ANY DISPUTE, CONTROVERSY OR CLAIM OF ANY KIND AND NATURE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, THIS WEBSITE, OR USE OF THIS WEBSITE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING WISCONSIN LAW. THE ARBITRATION HEARING AND ALL PROCEEDINGS IN CONNECTION THEREWITH SHALL TAKE PLACE IN DANE COUNTY, WISCONSIN. THE ARBITRAL TRIBUNAL SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE. YOU AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. NOTWITHSTANDING THE TRIBUNAL'S POWER TO RULE ON ITS OWN JURISDICTION AND THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE, THE TRIBUNAL HAS NO POWER TO RULE ON THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS.

IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THE ARBITRATION AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

Entire Agreement. This Agreement constitutes the entire agreement between the Company and you with respect to your access to and use of this Website. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to this Website. Use of this Website is unauthorized in any jurisdiction that does not give effect to all of the terms and conditions of this Agreement. Any cause of action you may have with respect to your access to or use of this Website must be commenced within one (1) year after the claim or cause of action arises. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or this Website to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by the Company.