

Quantime Terms of Service

1. ACCEPTANCE

Quantime provides its service ("Service") to you, subject to the following Terms of Service ("TOS"). The TOS tell you what you can expect from the Service, and what Quantime expects of you. Your use of the Service in any manner means that you agree to the TOS in its entirety, and that the TOS will remain in effect while you use the Service in any way.

Quantime may amend the TOS at any time by posting an amended TOS on its website. If you do not agree to, or cannot comply with, the modified TOS, you should no longer use the Service. As with the current TOS, your continued use of the Service after any such update constitutes your acceptance of any changes.

2. REGISTRATION OBLIGATIONS

You must register for a membership in order to access the Service. When completing the registration form, you will provide true, accurate, and complete information, and maintain and promptly update this information. If you provide any information that is untrue, inaccurate, or incomplete, or Quantime has reasonable grounds to suspect that the information is untrue, inaccurate, or incomplete, Quantime has the right to suspend or terminate your membership and access to the Service. You are responsible for obtaining access to the Service, which may involve third party fees (such as Internet service provider charges). In addition, you must provide and are responsible for all equipment necessary to access the Service. You will enter a password and login name during the registration process. You are responsible for maintaining the confidentiality of your password and login name, and are responsible for all activities that occur with your password and login name, including fees incurred and all purchases made by your membership on the Service. This means that, unless your password and login name, or credit card information is obtained unlawfully or fraudulently, you will be responsible for all fees incurred and purchases made by your membership. You will immediately notify Quantime of any unauthorized use of your membership or any other breach of security.

3. MEMBERSHIP, FEES

Individuals may obtain a limited membership with the Service without paying a fee. Quantime will charge fees to access certain components of the Service. If you must pay a fee to access a component of the Service, this information will be posted by Quantime on the Service. You may use a credit card to pay these fees. When you use a credit card for payment, you represent to Quantime that you are the authorized card holder. For recurring fees, Quantime will charge your credit card periodically, based on the agreed billing cycle. For one-time fees, Quantime will charge your credit card once. Quantime reserves the right to change its fees or billing methods. If any change is unacceptable to you, you may cancel your membership, but Quantime will not refund any fees that may have accrued to your membership before you cancel it. Quantime may also charge you for any sales or use taxes to which the Service is subject.

4. PROHIBITED USES

You agree that you will not:

- impersonate any person, including a Quantime employee or agent on the Service;
- violate any local, state, or national law through or on the Service;
- harass people through or on the Service;
- collect or store data about other people using the Service;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Service;
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service;
- use the Service in any manner other than as expressly authorized in the TOS;
- reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

5. OWNERSHIP AND RESTRICTIONS

The license granted in these TOS does not constitute a transfer or sale of Quantime's ownership rights in the Quantime Database. Quantime retains all right, title, and interest in and to the Quantime Database including all related intellectual property rights. You will use your best efforts to prevent and protect the contents of the Quantime Database from unauthorized use or distribution. You must not rent, lease, sublicense, sell, assign, loan, distribute, transmit, or otherwise transfer any content of the service, including the Quantime Database, or your rights and obligations pursuant to the TOS. You must not copy, reproduce, alter, modify, create derivative works, or publicly display any content of the Service, including the Quantime Database, unless expressly authorized in the TOS.

Quantime does not claim ownership of user content that users create through the Service. Instead, when users create content within Quantime or share content through their Connected Accounts, they hereby grant to Quantime a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, modify, copy, publicly display, translate, and create derivative works of their content, particularly to improve our Services. Users can end this license anytime by deactivating their account and subsequently sending us a request by emailing us at support@quantime.ai to delete any data associated with their account in our database to the best of our ability. However, content will continue to appear if you shared it with others and they have not deleted it.

6. CHILDREN

By registering, installing, and accepting these TOS you represent to Quantime that you are at least 18 years old. Quantime's policy is to prohibit children under the age of 18 from purchasing, accessing, registering, or using any of Quantime's products and services unless under the guidance, supervision and consent of their parents, guardians and/or authorized school officials. We rely on parents and guardians to ensure minors only use Quantime products and services if they can understand their rights and responsibilities as stated in this TOS and our Privacy Policy.

For teachers or parents, if you want children under the age of 18 to create their own Quantime accounts, then you (or your school) assume the responsibility for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, The Family Educational Rights and Privacy Act ("FERPA"). This means you must notify childrens' parents/guardians of the information to be collected and obtain parental/guardian consent before collecting and sharing with the Quantime products and services the personal information of children under the age of 18 in order to establish an account or use the Quantime products and service. Teachers may, under appropriate, circumstances provide such consent on behalf of parents/guardians. For more information on complying with COPPA, see the Federal Trade Commission's website at <http://www.ftc.gov/privacy/coppafaqs.shtm>.

7. EUROPEAN UNION

Currently, our Services are not directed for use in the European Union. As such, we have placed limitations on our end to make such restrictions.

If you are a resident of the European Union, please do not use our Services; if you do so, you're doing so at your own risk and will be held in violation of our Privacy Policy and this Terms of Service.

8. QUANTIME PRIVACY POLICY

Certain registration information and other information about you may be collected by Quantime and through the Service. Quantime's use of this information is governed by the Quantime Privacy Policy.

9. USER WARRANTY

You represent and warrant to Quantime: (a) that you have full power, authority, and legal capacity to enter into the Agreements and follow its obligations, and if you are registering on behalf of a company or other entity, you have the authority to bind your principal or employer company; (b) you will provide complete and accurate information to Quantime; and (c) you will pay all charges that you incur at Quantime's then-current rates.

10. INDEMNITY

You will indemnify and hold Quantime, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your violation of the TOS, or your violation of any rights of a third party.

By using the service, you expressly agree and acknowledge that Quantime is an informational and entertainment service. You understand that the service is not intended as a substitute for your own judgment on any matters related to the information provided by Quantime. Please note that nothing that you may read in or through the use of this application or our services should be construed as advice or directives. Although Quantime makes an effort to provide

quality information to you, we expressly disclaim any implied guarantee regarding the accuracy, completeness, timeliness or relevance of the information provided through our Services.

Furthermore, you are using Quantime and its Services on your own accord, after acknowledging the risks and details outlined in the Terms of Service and Privacy Policy, and will not hold Quantime liable for any negative events arising out of the use of its Services, or out of erroneous information and recommendations provided by Quantime, or out of errors in data-related procedures (collection, transmission, analysis, and reporting) despite controls being in place.

You expressly understand and agree that Quantime, its management, its owners, or its officers shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Quantime has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Services; (v) or any other matter relating to the Services.

11. MODIFICATIONS TO SERVICE

Quantime reserves the right at any time to modify or discontinue, temporarily or permanently, the Service or any part of it with or without notice. Quantime will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

12. TERMINATION

You have the right to terminate or cancel your membership at any time. You understand and agree that the cancellation of your membership or a particular component of the Service is your sole right and remedy with respect to any dispute with Quantime. This includes, but is not limited to, any dispute related to or arising out of: (a) any term of the TOS or Quantime's enforcement or application of the TOS; (b) any policy or practice of Quantime, including the Privacy Policy, or Quantime's enforcement or application of these policies; (c) the data available through the Service; (d) your ability to access and use the Service; or (e) the amount or type of fees, surcharges, applicable taxes, and any Quantime billing methods. Quantime, in its sole discretion, may terminate your membership and remove and discard any of your Recommendations without notice if Quantime believes that you have violated or acted inconsistently with the TOS. Quantime will not be liable to you for termination of your membership to the Service. Remaining applicable sections such as sections 6, 7, 8, 10, 11, 12, 16, and 17 will survive the termination of the TOS and your membership.

13. LINKS

The Service may provide links to third party web sites. Quantime has no control over these sites and is not responsible for their availability, does not endorse them, and is not responsible or

liable for any content, goods, or services available from these sites. Quantime will not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods, or services available through these sites.

As part of the Service, you may be requested to connect your Quantime account to a third-party account (e.g., Google) ("Connected Accounts") to improve the use of the Service. You hereby authorize Quantime to access and/or modify all information from these Connected Accounts as part of the Service Quantime provides to you.

14. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. QUANTIME EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT RELATED TO THE SERVICE. ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSS OF DATA OR EMAIL THAT RESULTS FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM QUANTIME OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

15. LIMITATION OF LIABILITY

QUANTIME WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF QUANTIME HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL QUANTIME'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF (A) THE AMOUNT OF FEES PAID BY YOU TO QUANTIME IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE TOS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

16. TRADEMARK INFORMATION

Quantime, the Quantime logo, and other Quantime logos, products and service names are trademarks of Quantime. You must not display or use them in any manner.

17. ARBITRATION

Any legal controversy or legal claim arising out of or relating to the TOS or the Service, excluding legal action taken by Quantime to collect fees or recover damages for, or obtain an injunction relating to, Quantime's intellectual property or the Service, will be settled by binding and final arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in the State of Delaware, and judgment on the arbitration award may be entered into any court having jurisdiction. Either you or Quantime may seek any interim or preliminary relief from a court of competent jurisdiction in State of Delaware necessary to protect the rights or property of you or Quantime pending the completion of arbitration. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

18. GENERAL INFORMATION

Quantime may provide notices to you pursuant to the TOS through email, regular mail, or by displaying conspicuous notices or links to notices to you on the Service. The TOS constitutes the entire agreement between you and Quantime and governs your use of the Service, superseding any prior agreements between you and Quantime. You also may be subject to additional terms and conditions that may apply when you use other Quantime products or services. The TOS and the relationship between you and Quantime will be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. You consent to the jurisdiction of the state and federal courts located in Delaware. The failure of Quantime to exercise or enforce any right or provision of the TOS will not constitute a waiver of the right or provision. If any provision of the TOS is found to be invalid, the other provisions of the TOS will remain in full force and effect. Any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after the claim or cause of action arose or be forever barred.

Technical support is provided through email and phone.

Questions about the TOS should be sent to support@quantime.ai.

Any new features that augment or enhance the current Services, including the release of new tools and resources, shall be subject to the current TOS, until new TOS is set in place.

This version of the TOS is effective starting August 12, 2019.