

Terms of Use Agreement

PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY.

The website, databases and applications (“Platform”) are owned and operated by Communikind, Inc. (“Communikind”, “we”, “our” or “us”) for the purposes of assisting parents and guardians with management and storage of their children’s records (the “Services”). These Terms of Use (“Terms”) constitute a legally binding agreement made by and between Communikind and the user of Platform (personally and, if applicable, on behalf of the entity or minor children for whom you are using the Platform; collectively, “you” or “your”) and govern your use of the Services.

Communikind’s mission is to give families access to a secure digital space to store and safeguard sensitive information or documents. Our business is to further child health and empower potential in each caregiver. We believe in transparent business practices, and we will not use or sell your information without permission. Any de-identifiable data will only be used to further pediatric health care and research or to improve our Services. Communikind is offering you a data management platform and tools, and Communikind does not provide professional healthcare services. Any communication, information or advice received from, or sent to, a healthcare provider that may be facilitated through the Platform comes from the healthcare provider alone, and not from Communikind. Your interactions with a healthcare provider through the Platform are not intended to take the place of your relationship with your regular health care practitioner(s). Communikind is not working on behalf of your provider and is not providing the Services on behalf of a healthcare provider. Neither Communikind nor any of its licensors or vendors shall be liable for any damages or losses related to any medical diagnosis, treatment or professional advice obtained from a healthcare provider that are facilitated by the Platform or Services. Communikind does not monitor, and shall not be responsible for, any information communicated or transmitted on the Platform. The Platform is a consumer product intended to store personal health records for children and their parents and guardians. THIS IS NOT AN ELECTRONIC HEALTH RECORD SYSTEM OR ELECTRONIC MEDICAL RECORD SYSTEM AND SHALL NOT BE USED IN LIEU OF OR REPLACEMENT OF AN ELECTRONIC HEALTH RECORD SYSTEM OR ELECTRONIC MEDICAL RECORD SYSTEM BY A PROVIDER, INCLUDING AS SET FORTH IN THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. COMMUNIKIND DOES NOT USE OR MAINTAIN ELECTRONIC HEALTH RECORDS AS SET FORTH IN 42 U.S.C. § 17935(e).

BY ACCESSING OR USING ANY PART OF THE PLATFORM OR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS. IF YOU DO NOT AGREE TO BE SO BOUND, YOU MAY NOT ACCESS OR USE THE PLATFORM OR ANY SERVICES.

YOUR USE OF THE PLATFORM AND SERVICES IS CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. ALL OTHER TERMS OF USE YOU HAVE ACCEPTED UNDER OTHER AGREEMENTS WITH COMMUNIKIND ARE INCORPORATED BY REFERENCE INTO THESE TERMS AND APPLY LIKEWISE TO ALL SERVICES UNDER THESE TERMS. BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE PLATFORM OR SERVICES. DO NOT USE THE PLATFORM OR SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND POSSESS THE LEGAL RIGHT AND ABILITY, ON BEHALF OF YOURSELF OR A MINOR CHILD OF WHOM YOU ARE A PARENT OR LEGAL GUARDIAN, TO AGREE TO THESE TERMS AND TO USE THE PLATFORM AND SERVICES IN ACCORDANCE WITH THESE TERMS.

Privacy Policy. The Privacy Policy of Communikind is incorporated by reference in these Terms.

Right to Access. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access the Platform and use the Services for your personal, non-commercial use, and as we otherwise intend. Communikind reserves the right to monitor the Service for the purpose of determining that your usage complies with these Terms.

You may not use the Platform or Services other than as expressly permitted above. Without limitation, you will not, directly or indirectly: (a) copy, reproduce, modify, distribute, display, create derivative works of or transmit any content on the Platform other than as expressly permitted; (b) use the Service or Platform commercially; (c) reverse engineer, decompile, tamper with or disassemble the technology used to provide the Service or Platform (except as and only to the extent any foregoing restriction is prohibited by a non-waivable provision of applicable law); (d) interfere with or damage the Service, Platform, or underlying any technology; (e) impersonate or misrepresent your identity or affiliation; (f) attempt to obtain unauthorized access to the Service or Platform; (g) collect information about users of the Service, the Platform, or the Service; (h) violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms; (i) violate any law, rule, or regulation, or (j) interfere with any third party's ability to use or enjoy, or our ability to provide, the Service or Platform.

Personal Records. Any records or documents and related files and messages you upload, submit or provide to Communikind shall be referred to as "Personal Records."

Transfer of Account to Child. Communikind's goal is to provide secure access and storage to families and children, and part of that mission requires the orderly transfer of the Personal Records from parents and guardians to their children when appropriate. When your child is of legal age and competence to manage their own health records, upon your child's request, you agree to transfer the Personal Records and your account to your child.

Your Account. If you create an account, you must provide us with complete and accurate information. You must promptly update such information to keep it complete and accurate. You are entirely responsible for maintaining the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account. You may not use anyone else's account at any time. You agree to notify Communikind immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by Communikind or a third party due to someone else using your account.

Modification of Terms. We reserve the right to modify these Terms. If we make material changes to these Terms, we will notify you via the Services and/or by email to the address associated with your account. If you do not accept the changes, you must stop using and cancel your account. Your continued use of our Services after we publish or send a notice about our changes to these Terms means that you are consenting to the updated terms.

Platform Content. All content on the Platform, or otherwise made available via the Platform, including the text, notes, graphics, photos, sounds, music, videos, interactivities and the like ("Content"), the trademarks, service marks and logos contained therein ("Marks"), the design of the Platform and/or Services ("Platform Design"), and all software and other technology used to provide the Platform and/or Services ("Technology"), are owned by or licensed to Communikind and/or its affiliates. Content is provided to you "as is" for your information and personal use only and may not be used, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever. We reserve all rights not expressly granted in and to the Platform, Content, Marks, Platform Design and Technology. Using the Platform and/or Services does not give you any ownership of or right in or to any Content, Marks, Platform Design or Technology.

Third-party Content. The Platform may contain information and content provided by third parties. We have no obligation to monitor, we do not endorse, and we are not liable for any third-party content. In

addition, the Platform may contain links to third-party websites. Communikind is not responsible for the content on any linked Platform or any link contained in a linked Platform. We do not endorse or accept any responsibility for the content on such third-party Platforms.

Third-party Services. Third parties may offer their services directly to you through the Platform. In such case, you may be required to agree to the third party's terms of service and/or privacy policy to use the service. Communikind will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy of the third party or its failure to adhere to its terms of service or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products. Your dealings with or participation in promotions of third-parties (such as advertisers) to which you opt-in and/or find on the Platform, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such third parties. You agree that Communikind shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties.

Charges. You will be informed of any fees to be charged when applicable. You will be responsible for providing a valid credit card number, expiration date, and card security code at the time you purchase any Communikind offerings. You are solely responsible for all fees for Communikind's Platform and Services that you request, and you may not submit claims to any third party payors or health insurance companies for reimbursement for said fees. By using the Services you also agree that, if you choose to purchase anything from Communikind then you have already confirmed that such service is not a covered benefit of any health insurance coverage plan you may have. You agree that you have personally confirmed this coverage issue with your health insurance plan or coverage as applicable.

LIMITATION OF LIABILITY.

USE OF PLATFORM IS AT YOUR OWN RISK. THE PLATFORM AND SERVICES ARE PROVIDED "AS AVAILABLE" AND "AS IS," WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. COMMUNIKIND DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. COMMUNIKIND DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM, SERVICES OR EMAILS SENT TO YOU WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR THAT ALL INFORMATION WILL BE ACCURATE OR COMPLETE. YOU AGREE THAT YOUR USE OF THE PLATFORM SHALL BE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR HARDWARE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF MATERIAL OR DATA. COMMUNIKIND MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR PROMISE THAT THE PLATFORM OR SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY PARTICULAR RESULTS. COMMUNIKIND WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CONTENT OR SERVICES ON THE PLATFORM, ANY LINKS TO THIRD-PARTY WEBSITES OR ANY THIRD-PARTY WEBSITES.

CERTAIN TYPES OF DAMAGES. IN NO EVENT WILL COMMUNIKIND, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY "COMMUNIKIND" FOR PURPOSES OF THIS SECTION) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OF USE, GOODWILL, DATA, BUSINESS, OR PROFITS, RESULTING FROM THE PERFORMANCE, USE OF OR THE INABILITY TO USE THE PLATFORM OR SERVICES, EVEN IF COMMUNIKIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE OR OTHERWISE.

OUR LIABILITY IS LIMITED. IN ANY EVENT, OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE

GREATER OF (A) THE AMOUNT PAID FOR THE SERVICE(S) TO WHICH THE CLAIM RELATES OR (B) \$100.

YOUR RIGHTS MAY VARY. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS. IN SUCH AN EVENT, THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW. IN JURISDICTIONS WHERE THE ABOVE TYPES OF EXCLUSIONS AREN'T ALLOWED, COMMUNIKIND IS RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF TERMS. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

PERSONAL RECORDS PROVIDED TO COMMUNIKIND.

The following terms apply to Personal Records:

Permission regarding Personal Records. You represent you have all rights necessary to upload, submit or provide the Personal Records, including, if relevant, the medical decision-making power for any persons for whom you provide Personal Records. You retain ownership of your Personal Records, and these Terms don't give Communikind any rights to your Personal Records except for the limited rights that enable us to offer the Services. You grant us permission to your Personal Records as required to offer the Services, like hosting your Personal Records, backing them up, and sharing and transmitting them at your request. Certain Services may require our systems to access, store, and scan your Personal Records. You give us permission to do so, and this permission extends to our affiliates and our trusted third party vendors. Except as set forth in these Terms or as otherwise required by law or judicial process, we will not share your Personal Records.

Your User Data. Communikind will not sell your data to outside vendors. You grant us the right to use your de-identified user data for Communikind's internal business operations, like tracking metrics and determining demographics, in order to improve our Services.

Waiver of Moral Rights. You irrevocably waive and agree not to assert any rights, including any "moral rights," that you have to prevent us from exploiting the rights granted.

Right to Name and Likeness. You also grant us the right to use and display the name, photograph and any other biographical information that you submit on public Communikind forums.

Your Responsibility for Personal Records. You acknowledge and agree that you are solely responsible for all the Personal Records that you make available through the Platform. Accordingly, you represent and warrant that: (1) you have all rights, licenses, consents and releases necessary to grant Communikind the required rights to use the Personal Records for Services, and (2) neither Personal Records nor your posting, uploading, publication, submission or transmittal of Personal Records, will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy or result in the violation of any applicable law or regulation. Our Services let you share Personal Records with others, so please think carefully about what you share and to whom you provide access to your Personal Records. It is your responsibility to confirm the parties with whom you share your Personal Records.

INFRINGEMENT.

Infringement Notification. Communikind respects the rights of others and we expect users of our Platform and Services to do the same. These Terms prohibit the infringement of the copyrights of others, and it is also our policy that we may remove, suspend, terminate access, or take other appropriate action

against repeat offenders. We may also remove content that in our sole discretion appears to infringe the intellectual property rights of others.

How to File an Infringement Notification. If you have evidence, know, or have a good faith belief that content residing on or accessible through our Platform infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by fax or regular mail to Communikind's designated Copyright Agent to receive notifications of claimed infringement by emailing info@communikind.com.

INDEMNITY

You agree to defend, indemnify and hold harmless Communikind, its affiliates and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) incurred in connection with any third-party claim brought or asserted against any of the Indemnified Parties: (a) alleging facts or circumstances that would, if true, constitute a violation of any provision of these Terms by you; (b) alleging bodily injury, death, property damage or other damages arising from your or a third party's use or misuse of any Service purchased by you on this Platform; (c) arising from or related to any other party's access and use of the Services with your unique username, password or other appropriate security code (if such codes are required to access Services in the future); (d) arising from or related to our use of your Personal Records in the context of the Services; or (e) arising from, related to, or connected with your use or misuse of the Platform or Services. We may, in our sole and absolute discretion, control the disposition of any such claim at your sole cost and expense. You may not settle any such claim without our express written consent.

TERM; TERMINATION.

Term. These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion and without any liability, modify, suspend or discontinue any aspect of the Platform, temporarily or permanently, at any time and without prior notice. We may modify or terminate the Platform or the Services, your access to the Services, in part or as a whole, at any time, for any or no reason, and without notice or liability to you. If we do so, we'll give you reasonable prior notice so that you can export Personal Records from our systems. Except as set forth herein, Communikind has no obligation to retain a record of your account, your Personal Records, or any data or information that you may have stored for your convenience by means of your account or the Services.

Suspension or Termination. We may deny you access to all or part of the Platform at any time for any reason (including if you violate these Terms, as determined in our sole and absolute discretion) or no reason at all. If we terminate for no reason your right to access the Platform, we will fulfill our obligations to you related to any order outstanding at the time of termination. You understand that if your account is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

DISPUTES.

You and Communikind agree that any dispute that has arisen or may arise between us relating in any way to your use of or access to the Services or Platform, any breach, enforcement, or termination of these Terms, or otherwise relating to Communikind in any way (collectively, "Covered Matters") will be resolved in accordance with the provisions set forth below.

Informal Resolution. If you have any dispute with us, you agree that before taking any formal action, you will contact us at info@communikind.com, provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account) and allow sixty (60) days to pass, during which we will attempt to reach an amicable resolution of any issue.

Applicable Law. United States federal law, and (to the extent not inconsistent with or pre-empted by federal law) the laws of California, without regard to conflict of laws principles, will govern all Covered Matters.

Arbitration. These Terms and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act applies in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any claims arising out of, relating to, or connected with these Terms must be asserted individually in binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Terms and the AAA Supplementary Procedures for Consumer-Related Disputes. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including, any claim that all or any part of these Terms is void or voidable or a particular claim is subject to arbitration. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator’s award of damages must be consistent with these Terms as to the types and the amounts of damages for which a party may be held liable. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Communicind user to the extent required by applicable law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

Exceptions. There are only two exceptions to this arbitration agreement:

First, if we reasonably believe that you have in any manner violated or threatened to violate these Terms, we may seek injunctive or other appropriate relief in any court of competent jurisdiction.

Second, any claim eligible for small claims court at the option of the claiming party, be resolved in small claims court in San Francisco, California, or any United States county where you live or work, if the claim and the parties are within the jurisdiction of the small claims court and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$5,000 or less, at your request, Communicind will reimburse you for all filing, administration, and arbitrator fees associated with the arbitration following the earlier of the arbitrator’s decision or settlement. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, Communicind is relieved of its obligation to reimburse you for any fees associated with the arbitration.

Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Communicind prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and Communicind. If you do not agree to these amended Terms, you may close your account within thirty (30) days of the posting or notification and you will not be bound by the amended Terms.

Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your

decision to opt out of the agreement to arbitrate, as a result of a decision by the arbitrator or a court order or because you have chosen to file an eligible lawsuit in small claims court, you agree that any claim or dispute that has arisen or may arise between you and Communikind must be resolved exclusively by a state, federal, or small claims court located in San Francisco, California. You and Communikind agree to submit to the exclusive personal jurisdiction of the courts located within San Francisco, California for the purpose of litigating all such claims or disputes.

Opt-Out. IF YOU ARE A NEW COMMUNIKIND USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION (“OPT-OUT”) BY EMAILING US AN OPT-OUT NOTICE TO INFO@COMMUNKIND.COM EMAIL ADDRESS (“OPT-OUT NOTICE”). THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME. IF YOU ARE NOT A NEW COMMUNIKIND USER, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THE NEW TERMS TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.

By registering with Communikind or signing up for Services, you understand that we may send you (including via email) information regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features or products; and (c) promotional information and materials regarding Communikind’s products and services. Please review your settings in your account to control the messages you receive from us or unsubscribe by following the instructions in the message. Notices emailed to you will be considered given and received when the email is sent. If you don’t consent to receive notices (other than promotional materials) electronically, you must stop using the Services.

WAIVER. BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED HEREIN) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

STATUTE OF LIMITATIONS. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE PLATFORM, SERVICES, OR THE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

No Class-Actions. You may only resolve disputes with Communikind on an individual basis. You may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

GENERAL TERMS.

Force Majeure. Under no circumstances shall Communikind or its licensor, vendors or suppliers be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

No Waiver; Severability. No waiver of any term of these Terms will be binding unless in writing, no waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and the failure of Communikind to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties’ intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

Use Outside of the United States of America. The Platform is controlled and offered by Communikind from the United States of America. Communikind makes no representations that the Platform is

appropriate or available for use in other locations. Those who access or use the Platform from other locations do so at their own risk and are entirely responsible for compliance with local law, including but not limited to export and import regulations. You consent to the processing in the United States of America of information you provide to us. Unless otherwise explicitly stated, all materials found on the Platform are solely directed to individuals located in the United States. Notwithstanding the foregoing, Communikind retains all rights, including all intellectual property rights, to the Platform and the Content therein, throughout the world.

Miscellaneous. These Terms (and all policies, terms and conditions referenced herein) constitute the entire agreement between you and Communikind and govern your use of the Platform, Services and products provided by Communikind, and supersede any prior agreements between you and Communikind on the subject matter. You also may be subject to additional terms that may apply when you use certain Communikind services or third-party content, links or websites. These Terms, and any rights or licenses granted hereunder, may not be assigned, transferred or delegated by you in whole or in part, without prior written consent from Communikind. These Terms, and any rights or licenses granted hereunder, may be assigned, transferred, or delegated by Communikind without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Communikind. A party's failure or delay in exercising any right, power or privilege under these Terms will not waive its rights to exercise such right, power, or privilege in the future, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege under these Terms. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree to comply with all applicable laws in your use of the Platform and Services. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. These Terms will not be construed against the drafter. "Include(s)" or "including" means, respectively, "include(s), without limitation," or "including, without limitation," unless expressly stated otherwise. If you are using the Platform or Services for or on behalf of the U.S. or any other government, your license rights do not exceed those granted to non-government consumers.

By checking below, I acknowledge that I have read, understand and agree to everything above in this Agreement.