

JOLT® TERMS OF SERVICE

Last Updated: December 21, 2017

THESE TERMS AND CONDITIONS (THIS "**Agreement**") CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND Casual Speakers Ltd. ("**Jolt**", "**we**", "**us**" and "**our**"), AND BY CLICKING "I AGREE" BELOW, OR BY OTHERWISE ACCESSING OR USING ANY PART OF THE SERVICE (AS DEFINED BELOW), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING (THE DATE OF SUCH OCCURRENCE BEING THE "**Effective Date**"):

- (i) THIS AGREEMENT, AND
- (ii) OTHER SUPPLEMENTAL TERMS AND POLICIES REFERENCED BELOW THAT ARE EXPRESSLY STATED TO BE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE.

You represent that you are of a legal age in your jurisdiction to form a binding contract, but in any event at least thirteen (13) years old. Children under the age of thirteen (13) are not permitted to access or use Service. If you are between thirteen (13) and eighteen (18) years old, you must review this Agreement with your parent or guardian, have him/her accept it on your behalf, as well as approve your use of the Service.

This Agreement (including its Schedules) represents the entire agreement between Jolt and you with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between you and Jolt with respect to such subject matter. You acknowledge and agree that in entering into this Agreement you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement, such as statements and explanations in any FAQs, summaries or explanatory guides regarding this Agreement, or other marketing material on the Site (defined below). The language of this Agreement is expressly agreed to be the English language. By entering into the Agreement you hereby irrevocably waive, to the maximum extent legally permitted, any Law (defined below) applicable to you requiring that the Agreement be localized to meet your language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records.

Jolt reserves the right to make changes to this Agreement at any time by posting the changed Agreement at www.jolt.us/terms. (We may – but are not obligated to – also provide notice through a pop-up or banner within the Service, by sending an email to any address you may have used to register for the Service, or through other similar mechanisms.) Such changes will be effective ten (10) days after such posting, and your continued use of the Service thereafter shall constitute your acceptance of such changes. In such cases, we will also update the "*Last Updated*" date set forth above. Please check the above webpage regularly for any changes to this Agreement.

At Jolt's sole discretion, any Jolt obligation hereunder may be performed (in whole or in part), and any Jolt right or remedy may be exercised (in whole or in part), by a Jolt Affiliate (defined below).

1. DEFINITIONS AND INTERPRETATION

This Agreement contains a range of capitalized terms, some of which are defined in this Section, and some of which are defined elsewhere. The Section and sub-Section headings in this Agreement are for convenience of reading only, and may not to be used or relied upon for interpretive purposes. For the avoidance of doubt, references herein to "you" and "your" apply whether you are acting in the capacity of a Jolter, Curator, and/or Student (each as defined below).

"Account Content" means Content inputted, hosted, submitted, posted, published, or otherwise generated by you under your Service Account (such as your Service Account profile and picture, messages, a Curator's Outline, a Jolter's Lecture Plan, *etc.*).

"Cancellation Policy" means the cancellation policy of a particular Session (that accompanies the Session invitation). If no specific cancellation policy exists in respect of a particular Session, the default Cancellation Policy shall be the cancellation policy set forth in the Service's FAQs and/or support pages.

"Content" means any text, data, information, images, graphics, sounds, videos, audio clips, links, and/or other similar materials.

"Curator" (aka *Coji*) means a member of the Service who creates Journeys and administer Sessions under each Journey (each as defined below).

"Documentation" means any electronic manuals, specifications, and similar documentation made available by Jolt for use of the Service.

"Feature" means any module, tool, and/or feature of the Service (such as those providing for enrichment of visual content).

"Jolt Affiliate" means, with respect to Jolt, any person, organization or entity controlling, controlled by, or under common control with, Jolt, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, organization or entity, whether through the ownership of voting securities or by contract or otherwise.

"Jolter" means a member of the Service who delivers Lectures.

"Journey" means a track of multiple Sessions.

"Intellectual Property" means any and all inventions, discoveries, improvements, works of authorship, technical information, data, technology, know-how, show-how, designs, drawings, utility models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, databases, computer software and programs (including object code, source code, APIs, and non-literal aspects), algorithms, architecture, records, documentation, and other similar intellectual property, in any form and embodied in any media.

"Intellectual Property Rights" means any and all rights, titles, and interests in and to Intellectual Property (under any jurisdiction or treaty, whether protectable or not, and whether registered or unregistered), and includes without limitation patents, copyright and similar authorship rights, personal rights (such as Moral Rights, rights of privacy, and publicity rights), architectural, building and location (and similar geography-based) rights, mask work rights, trade secret and similar confidentiality rights, design rights, industrial property rights, trademark, trade name, trade dress and similar branding rights, as well as: (a) all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions or reissues of the foregoing rights; and (b) all goodwill associated with the foregoing rights.

"Law" means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule of any jurisdiction.

"Lecture" means a Session-based live learning lecture delivered remotely via video-conferencing on the Platform.

"Moral Rights" means any rights of paternity or integrity, any right to claim authorship of a work, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any work, whether or not such would be prejudicial to the honor or reputation of the creator of the work, and any similar right, existing under judicial or statutory law of any jurisdiction, or under any treaty.

"**Platform**" means Jolt's proprietary platform (and related Intellectual Property) that facilitates the Service.

"**Privacy Policy**" means Jolt's then-current privacy policy available at www.jolt.us/privacy ("**Privacy Policy**").

"**Service**" means Jolt's community-driven learning eco-system service made available by and through the Site, the Platform, and the Jolt App (defined below). References herein to "Service" shall be deemed to include the Site, the Platform, and the Jolt Apps.

"**Session**" means a live event under a given Journey, and attended in-person by Curators and Students, which event comprises: (a) a Lecture, delivered by a Jolter; and (b) a follow-up discussion led by the corresponding Curator.

"**Site**" means www.jolt.us.

"**Student**" (aka *Soji*) means a member of the Service that attends a Session.

"**Update**" means an upgrade, update (such as a fix or patch), or other modification, improvement, enhancement or customization to or of the Service.

2. SERVICE ACCOUNT

- 2.1. **Jolters and Curators.** In order to join as a Jolter or Curator, you must register for an account by submitting the information requested in the applicable electronic form, or by otherwise logging in through a supported third party platform (in each case, the "**Service Account**"), and thereafter complete Jolt's training and certification program ("**Certification**").
- 2.2. **Students and Membership Fees.** In order to join as a Student, you must register for a Service Account and pay all applicable membership fees identified in the registration process ("**Membership Fees**"). In the event of recurring Membership Fees (such as month-to-month subscriptions), the payment method (*e.g.* credit card) you chose when registering will automatically be charged at the start of each subscription period.
- 2.3. **General.** You represent and warrant that all information submitted during the registration process is, and will thereafter remain, complete and accurate. As between you and Jolt, you alone shall be responsible and liable for maintaining the confidentiality and security of your Service Account credentials, as well as for all activities that occur under or in the Service Account. You shall immediately notify Jolt in writing of any unauthorized access to, or use of, your Service Account, or any other suspected or actual breach of security; but you also acknowledge that Jolt may be unable to remedy the damage or loss (or otherwise assist) in such scenarios. Personally identifiable information received during the Service Account registration process will be stored and used by Jolt in accordance with the Privacy Policy, which is hereby incorporated into this Agreement by reference.

If you are downloading the Jolt mobile app version of the Service and/or the Eyelevel software application (each, a "**Jolt App**") from a third party app-distribution platform or store (an "**App Platform**"), please be aware that the App Platform may have established usage rules which also govern your use of the Jolt App ("**Usage Rules**"). We specifically refer to the Usage Rules of certain App Platforms in **Schedule 1** attached below, but other Usage Rules may be applicable depending on where the Jolt App has been downloaded from. You represent that, prior to downloading the Jolt App from an App Platform, you have had the opportunity to review and understand its Usage Rules, and you warrant that you will comply with its Usage Rules. The Usage Rules that are applicable to your use of the Jolt App and are hereby incorporated into this Agreement by reference. You also represent

that you are not prohibited by any applicable Usage Rules and/or applicable Law from using the Jolt App; if you are unable to make such a representation you may not download or otherwise use the Jolt App.

3. **LICENSE**

Subject to the terms and conditions of this Agreement, Jolt grants you a limited, non-exclusive, non-assignable, non-sublicensable, revocable right, during the Term (defined below), to access (and, if you are downloading the Jolt App, to install it in executable code version on a device that you own or control) and use the Service solely for your own personal and non-commercial use (collectively, the "**License**"). Use of the Service must be in accordance with the Documentation.

For the avoidance of doubt, the distributed components and Features of the Service (such as your copy of Jolt App) are only licensed under this Agreement, and no title in or to such components and Features passes to you. Except for the License, you are granted no other right in or to the Service, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise.

4. **DATA AND PRIVACY**

- 4.1. **No Storage**. The Service is not intended to, and will not, operate as a data storage product or service, and you agree not to rely on the Service for the storage of any Account Content whatsoever. You are solely responsible and liable for the maintenance and backup of all Account Content. Notwithstanding the foregoing, Jolt reserves the right to automatically download Account Content to Jolt's cloud-based database(s).
- 4.2. **Location Data**. Certain Features may collect or be dependent on data related to your geographic location ("**Location Data**"). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us. To the extent that we do collect Location Data, we shall use it in accordance with the Privacy Policy. If you do not provide or make such Location Data accessible, then the Features may be limited or not operate.
- 4.3. **Search Features**. The Service may include a search Feature that allows you to make generic searches of other Service users (for example, by searching for "David"), which search results list all relevant users that match the search terms, as well as some of their Account Content (such as Service Account name and profile picture). You expressly consent to other Service users making such generic searches that may result in your Service Account and certain of your Account Content being made available to the searcher.

5. **USAGE RESTRICTIONS**

You shall not (and shall not permit or encourage any third party to) do any of the following: (a) reproduce, mirror, or frame the Service; (b) sell, assign, lease, lend, rent, distribute, or make available the Service to any third party, or otherwise offer or use the Service in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of, the Service; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Service; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (f) make a derivative work of the Service, or use the Service to develop any service or product that is the same as (or substantially similar to or competitive with) the Service; (g) publish or transmit any robot, virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the

Service; (i) take any action that imposes or may impose (at Jolt's sole discretion) an unreasonable or disproportionately large load on the Service infrastructure, or otherwise interfere (or attempt to interfere) with the integrity or proper working of the Service; and/or (j) use the Service to infringe, misappropriate or violate any third party's Intellectual Property Rights, or any Law.

Your full compliance with the above restrictions is a condition to the License; *provided however*, that such limitations shall not apply to the extent expressly permitted otherwise in this Agreement, or to the extent any limitation is prohibited by the Law applicable to you or by any Third Party Software Terms and Notices (defined below). You acknowledge that the Service is comprised of information and materials that are confidential and proprietary to Jolt (and may even constitute Jolt's, or a Jolt Affiliate's, trade secrets), and therefore you agree that a breach or threatened breach of this Section (*Usage Restrictions*) may cause Jolt and/or a Jolt Affiliate to suffer irreparable harm or damage for which monetary damages will be inadequate, and accordingly, if Jolt or a Jolt Affiliate seeks an injunction, specific performance, or other equitable relief to enforce any provision under this Section, Jolt or the Jolt Affiliate (as the case may be) shall not be required to post a bond or to prove the likelihood of irreparable harm.

6. PAYMENT

Except as may be expressly stated otherwise in this Agreement, all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Jolt's net income. In the event that you are required by any Law applicable to you to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Jolt shall be increased by the amount necessary so that Jolt receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had you not made any such withholding or deduction. Any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of: (a) the rate of one and a half percent (1.5%) per month; and (b) the highest amount permitted by applicable Law.

7. JOURNEYS AND SESSIONS

- 7.1. Outlines. Curator alone is responsible for creating a Journey and formulating for each Session under that Journey an outline, structure and curriculum (each, an "**Outline**"), and submitting them via the Platform for approval or rejection by Jolt in its sole discretion.
- 7.2. Jolter Opportunities. Jolter acknowledges and agrees that Certification is not a guarantee that Jolter will be invited or otherwise engaged to deliver a Lecture. In the event the Jolter becomes dissatisfied with the Service in any way (for example, due to the lack of Lecture opportunities), the Jolter's sole remedy is to terminate this Agreement in accordance herewith.
- 7.3. Lecture Invitations and Plans. From time to time Jolter may be invited to deliver a Lecture (a "**Lecture Invitation**"), and such Lecture Invitation shall be subject to acceptance by Jolter. The Lecture Invitation shall specify any other transaction-specific terms applicable to Jolter in connection with such Lecture, such as duration, compensation rates, and cancellation policies (collectively, "**Lecture Specifications**"). Lecture Specifications are hereby incorporated into this Agreement by reference. To the extent of any inconsistency between a provision in the main body of this Agreement and any Lecture Specifications, the latter shall take precedence (but solely in respect of the corresponding Jolter and Lecture). Following Jolter's acceptance of a Lecture Invitation, Jolter alone is responsible for formulating the Lecture's plan and Content (collectively, the "**Lecture Plan**"), and submitting the Lecture Plan via the Platform for approval by Jolt and the corresponding Curator (which approval may be withheld in Jolt's sole discretion).

- 7.4. Jolt Rooms. Sessions shall take place in physical locations hosted by Jolt, which locations shall be designated within the Service for each specific Session (each such location, a "**Jolt Room**"). Curators and signed-up Students attend the Jolt Rooms in person, while Jolters attend the Jolt Rooms remotely via video-conferencing. Jolter shall be solely responsible for ensuring that he/she has the necessary equipment and network connectivity to attend the Jolt Room remotely.
- 7.5. Supplemental Terms. These terms and conditions do not grant you any right to organize or attend a Journey or Session. You acknowledge that each Journey and each Session may be subject to additional terms and conditions that apply specifically to that Journey or Session (each, "**Supplemental Terms**"). Supplemental Terms are hereby incorporated into this Agreement by reference. To the extent of any inconsistency between a provision in the main body of this Agreement and any Supplemental Terms, the latter shall take precedence (but solely in respect of the corresponding Journey or Session, as the case may be). Furthermore, some Journeys and Sessions may be limited or restricted by geography, attendance volume, duration or any other criteria decided by Jolt in its sole discretion
- 7.6. Student No-Show. If a Student signs up for a Session and does not attend (and failed to comply with that Session's Cancellation Policy), such Student shall be liable for the cancellation fee (if any) appearing within that Session's Supplemental Terms.
- 7.7. Recordings and Participant Agreement. Jolt may, in its sole discretion, make and take one or more photos, visual recordings, audio recordings, and/or audio-visual recordings of any and all Sessions, or any part of a Session (each, a "**Recording**"). You agree not to interfere with, or otherwise circumvent, any Recording process or equipment. By attending a Session (whether in-person as a Student or Curator, or remotely as a Jolter), you are subject to the then-current *Participant Agreement* available at www.jolt.us/Participant-Agreement ("**Participant Agreement**"). The Participant Agreement is hereby incorporated into this Agreement by reference, and the Participant Agreement shall apply each and every time you attend a Session. You acknowledge, however, that Jolt, in its sole discretion, may at the time of your registration for, and/or attendance at, a Session further require you to physically or electronically sign an identical or modified version of the Participant Agreement (in which case, the later of such signed versions shall control in respect of such Session).
- 7.8. Cancellations and Delays. Notwithstanding anything in this Agreement to the foregoing, you acknowledge and agree that Journeys and Sessions may be cancelled or delayed, for any or no reason whatsoever, and that under no circumstances shall Jolt be responsible or liable for such cancellations or delays. Jolt will, however, use reasonable efforts to notify you of any cancellations or delays once Jolt itself is made aware of the cancellation or delay.

8. THIRD PARTY SOFTWARE IN JOLT APP

The Jolt App may include third party software components that are subject to open source and/or pass-through commercial licenses and/or notices ("**Third Party Software**" and "**Third Party Software Terms and Notices**", respectively). Jolt will comply with any valid written request submitted by you to Jolt for exercising any rights you may have under such Third Party Software Terms and Notices. You acknowledge that your use of the Jolt App is also governed by such Third Party Software Terms and Notices, and that to the extent of any conflict between this Agreement and any Third Party Software Terms and Notices, the latter shall control. Any undertakings, representations, warranties, guarantees, conditions, indemnities or other commitments made by Jolt in this Agreement concerning the Jolt App (if any), are made by Jolt

and not by any authors, licensors, or suppliers of, or contributors to, such Third Party Software. Notwithstanding the foregoing sentence or anything in this Agreement to the contrary, Jolt does not make any representation, warranty, guarantee, or condition, and does not undertake any defense or indemnification, with respect to any Third Party Software.

9. THIRD PARTY CONTENT AND SOURCES

The Service may present, or otherwise allow you to view, access, link to, and/or interact with, Content from third parties and other sources that are not owned or controlled by Jolt (such Content, "**Third Party Content**"). The Service may also enable you to communicate with the related third parties. The display or communication to you of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Jolt of such Third Party Content or third party, nor any affiliation between Jolt and such third party.

Jolt does not assume any responsibility or liability for Third Party Content, or any third party's terms of use, privacy policies, actions, omissions, or practices. Please read the terms of use and privacy policy of any third party that you interact with before you engage in any such activity.

10. ACCOUNT CONTENT RESPONSIBILITY

- 10.1. Responsibility. As between you and Jolt, you are solely responsible and liable for your Account Content, for the consequences of inputting, hosting, submitting, posting, publishing, or otherwise generating it (including without limitation, for obtaining any consents from individuals appearing therein), and for the way in which it is used by others, and you agree to hold Jolt harmless, and expressly release us, from any and all liability arising from your Account Content. (*For example, Jolters are solely responsible and liable for their Lecture Plans, and Curators are solely responsible and liable for their Outlines.*)

You hereby represent and warrant that: (a) your Account Content does not, and will not, infringe, misappropriate, or violate any third party's Intellectual Property Rights, or any Law; (b) your Account Content is not, and will not be, disparaging, libelous, threatening, offensive, harassing, deceptive, abusive, promoting of violence, illegal drugs, illegal arms trafficking, or illegal gambling, and does not, and will not, contain obscenity or pornography, create any risk to a person's safety or health, impersonate another person, compromise national security, or interfere with an investigation by law enforcement; (c) your Account Content does not, and will not, contain any robot, virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; and (d) you have obtained, and will maintain during and after any termination of this Agreement, any and all licenses, permissions, consents, approvals, and authorizations required to grant the Jolt License (defined below) and the other licenses granted to other users of Service as may be described herein.

You acknowledge that when accessing and using the Service: (i) you will be exposed to Content from a variety of other users, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such Content; and (ii) you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable. You hereby irrevocably waive any legal or equitable rights or remedies you may have against us with respect to (i) and (ii) in this paragraph. If you suspect that any crime or other unlawful activity has been, or is being committed, please do not rely on Jolt; rather, contact your applicable emergency services or law enforcement authority.

- 10.2. No Obligation by Jolt. Jolt has no obligation to accept, display, review or maintain any of your Account Content. Jolt may, without notice, edit, replace and/or delete your Account Content in our sole discretion, including, without limitation, if we:

(a) determine that you are in breach of any provision of this Agreement or have violated (or are suspected by us of violating) any Law; and/or (b) deem it helpful or reasonably necessary to comply with any applicable Law, legal process, or governmental request, to enforce the Agreement (including investigations of potential violations thereof), to detect, prevent, or otherwise address fraud, security issues, and/or to protect against harm to the rights, property or safety of Jolt, our users, yourself or the public.

- 10.3. Messages. Without limiting the generality of the foregoing subsections, the Service may permit you to send messages (such as invitations) or similar Content (such as expressing feedback about an Outline or Lecture Plan) to other Service users or third parties ("**Messages**").
- 10.4. No Endorsement. You agree not to represent or suggest, directly or indirectly, the endorsement of any Account Content by Jolt or any other user of the Service.

11. FEATURES

- 11.1. General. All references herein to the "Service" shall include its Features as well. Jolt reserves the right to remove, modify, and/or add Features at any time, without any notice or obligation to you, and for any reason whatsoever. Some Features may in any event be limited, suspended or restricted by geography, volume, duration or any other criteria decided by Jolt in its sole discretion. Moreover, if Jolt determines that you are in breach of any provision of this Agreement, we reserve the right to block you from certain Features. We make Features available because we believe it enhances the user experience of the Service; but you acknowledge and agree that just because we make a Feature available, it does not mean we endorse, or can otherwise control, every manner in which such Feature is used. A new or modified Feature may be accompanied by separate or additional terms and conditions, in which case such terms and conditions will (as determined in such terms and conditions) apply instead of, or in addition to, this Agreement. Jolt may in its sole discretion charge for new Features and/or require additional personally identifiable information.

Without limiting the generality of the foregoing, you acknowledge that whereas Features may currently make the Service compatible for use with your device or operating system, these Features may be removed or modified in the future.

- 11.2. Beta Products. Jolt may from time to time make available, in "beta" mode, new versions of the Service and/or new Features that are still undergoing internal development and testing (each, a "**Beta Product**"). Beta Products may be time-limited, feature-limited, and/or functionality-limited. Jolt may also decide to only make a Beta Product available to closed list of Service users. If Jolt makes a Beta Product available to you, you may use it on the following conditions: (i) you only use it for evaluation purposes; (ii) you comply with any specific guidelines issued by Jolt in respect of the Beta Product, which may include a requirement that you provide Feedback (defined below) and participate in surveys about the Beta Product; and (iii) you do not publicize the fact that there is a Beta Product, and you do not show, display, or otherwise make available the Beta Product to any other person (which includes, without limitation, making such disclosures to traditional or social media). For the avoidance of doubt, the provisions of this Agreement that apply to the Service (such as *Usage Restrictions* in Section 5 and *Disclaimers* in Section 14).

12. UPDATES

All references herein to the "Service" shall include the Updates we provide as well. Jolt may from time to time provide Updates, but shall not be under any obligation to do so. Such Updates

will be supplied according to whatever then-current policies we may have in place, and some Updates may in any event be limited, suspended or restricted by geography, volume, duration or any other criteria decided by Jolt in its sole discretion. Some Updates may include automatic updating or upgrading without any notice or obligation to you, and you consent to any such automatic updating or upgrading of the Service. In some cases, you may be required to install the Update manually. An Update may be accompanied by separate or additional terms and conditions, in which case such terms and conditions will (as determined in such terms and conditions) apply instead of, or in addition to, this Agreement. Jolt may in its sole discretion charge for Updates and/or require additional personally identifiable information. Jolt is under no obligation to provide any technical support for the Service.

13. OWNERSHIP AND JOLT LICENSE

13.1. Service and Documentation. You hereby acknowledge that the Service and Documentation are or may be protected by Intellectual Property (and similar) Laws, treaties, and conventions. Any rights not expressly granted herein are hereby reserved by Jolt and its suppliers and licensors. As between you and Jolt (and except for the License), Jolt is the sole and exclusive owner of all Intellectual Property Rights in and to the Service, the Documentation, all Recordings, and all Content provided or appearing on or in the Service (except to the extent such Content constitutes your Account Content). For the avoidance of doubt, "jolt", "soji", "coji" and "jolter" (and their respective logos) are trademarks of Jolt and/or Jolt Affiliates, and all other trademarks appearing within the Service or Documentation are the trademarks of their respective owners.

13.2. Account Content Ownership and Licenses. As between you and Jolt, you are the sole and exclusive owner of your Account Content. Notwithstanding such ownership:

(a) You hereby grant Jolt and all Jolt Affiliates a worldwide, assignable, non-exclusive, royalty-free, fully paid-up, sublicensable (through multiple tiers of sublicensees), irrevocable and perpetual license, in any media format and through any media channels (now known or hereafter developed):

(A) to access and use your Account Content to perform under this Agreement, including without limitation to provide you with the functionality of the Service and any technical support;

(B) to access and use your Account Content on an aggregated or otherwise anonymous basis for improving the Service, marketing and promoting the Service, analytics, and generally research and development; and

(C) to access, use, reproduce, distribute, publish, broadcast, make available to the public, modify, adapt, edit, create derivative works of, publicly display, publically perform, and otherwise commercially exploit your Outlines and Lecture Plans for any purpose whatsoever ((A), (B), and (C) collectively, the "**Jolt License**"). The Jolt License shall survive any termination of this Agreement.

(b) To the extent you have any Moral Rights in or to any of your Account Content, you hereby irrevocably waive (and agree never to assert) against Jolt, a Jolt Affiliate, Jolt's licensors and suppliers, and/or any other Service user, any such Moral Rights.

13.3. Feedback License. If you provide Jolt with any ideas, suggestions, or similar feedback about performance of the Service and/or for improving the Service ("**Feedback**"), you hereby grant Jolt and all Jolt Affiliates a worldwide, assignable, non-exclusive, royalty-free, fully paid-up, sublicensable (through multiple tiers of sublicensees), irrevocable, and perpetual license, in any media format and through any media channels (now known or hereafter developed), to access, use, reproduce,

distribute, publish, broadcast, make available to the public, modify, adapt, edit, create derivative works of, publicly display, publically perform, and otherwise commercially exploit such Feedback (the "**Feedback License**"). You hereby represent and warrant that: (a) your Feedback does not, and will not, infringe, misappropriate or violate any third party's Intellectual Property Rights, or any Law; and (b) you have obtained, and will maintain during and after any termination of this Agreement, all licenses, permissions, consents, approvals, and authorizations required to grant the Feedback License. The Feedback License shall survive any termination of this Agreement.

14. DISCLAIMERS

14.1. THE SERVICE, DOCUMENTATION, AND ANY CONTENT WHATSOEVER ARE PROVIDED AND MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, QUALITY OF SERVICE, NON-INFRINGEMENT, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY JOLT AND ITS LICENSORS AND SUPPLIERS.

14.2. IN ADDITION, NEITHER JOLT NOR ITS LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION:

- (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE SERVICE, DOCUMENTATION, OR SUCH CONTENT;
- (B) THAT YOUR USE OF, OR RELIANCE UPON, THE SERVICE, DOCUMENTATION, OR SUCH CONTENT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;
- (C) THAT THE SERVICE, DOCUMENTATION, OR SUCH CONTENT WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED; OR
- (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY GOVERNMENT REGULATIONS OR STANDARDS.

14.3. Some jurisdictions' Laws do not allow the disclaimer of certain implied warranties or conditions, and to the extent applicable to you such disclaimers shall not apply.

14.4. YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION (*DISCLAIMER*) IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND JOLT.

15. LIMITATION OF LIABILITY

15.1. IN NO EVENT SHALL JOLT, ANY JOLT AFFILIATE, OR ANY OF OUR LICENSORS OR SUPPLIERS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

- (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
- (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;
- (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR

(D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

15.2. THE COMBINED AGGREGATE LIABILITY OF JOLT AND ALL JOLT AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) **FIVE U.S. DOLLARS (US \$5)**, AND (B) THE AMOUNTS ACTUALLY PAID BY YOU (IF ANY) TO JOLT DURING THE **THREE (3) MONTHS** IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY.

15.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF JOLT OR A JOLT AFFILIATE HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT OR TORT LIABILITY.

15.4. Some jurisdictions' Laws do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to you, such exclusions and limitations shall not apply. Furthermore, nothing in this Agreement shall be deemed to exclude or limit liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.

15.5. YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION (*LIMITATION OF LIABILITY*) IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND JOLT.

16. **INDEMNIFICATION**

If any third party (including, but not limited to, a regulatory or governmental authority) brings any kind of demand, claim, suit, action or proceeding against Jolt, a Jolt Affiliate, and/or any of our respective directors, officers, employees, or representatives (each, an "**Indemnitee**"), and it is based upon or arises from:

- (a) your use of the Service; and/or
- (b) your breach of any provision of this Agreement

(each of the foregoing, an "**Indemnity Claim**") then, upon written request by Jolt (to be decided in our sole discretion), you agree to assume full control of the defense and settlement of the Indemnity Claim; *provided, however*, that (c) Jolt reserves the right, at any time thereafter, to take over full or partial control of the defense and/or settlement of the Indemnity Claim, and in such cases you agree to reasonably cooperate with Jolt's defense activities at your own cost and expense; and (d) you shall not settle any Indemnity Claim, or admit to any liability thereunder, without the express prior written consent of the Indemnitee(s).

In addition, and regardless of whether (or the extent to which) you controlled or participated in the defense and/or settlement of an Indemnity Claim, you agree to indemnify and hold harmless the Indemnitee(s) for and against: (e) any costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee(s) in the defense of the Indemnity Claim; and (f) any amounts awarded against, or imposed upon, the Indemnitee(s) under such Indemnity Claim, or otherwise paid in settlement of the Indemnity Claim (including without limitation any fines or penalties).

17. **TERM AND TERMINATION**

Termination of this Agreement shall not terminate any Participant Agreements to which you are bound, each of which shall continue in perpetuity.

- 17.1. Term. This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance herewith (the "**Term**").
- 17.2. Termination by Jolt. Jolt reserves the right to immediately terminate this Agreement (and your Service Account), or otherwise modify, suspend or discontinue your access to and use of the Service (or any part thereof), for any reason whatsoever, at any time, and without notice or obligation to you, and you agree that Jolt shall have no liability to you for any such termination, modification, suspension, or discontinuance.
- 17.3. Termination by You. You may terminate this Agreement at any time and for any reason, but only by either: (a) cancelling your Service Account via the functionality offered; or (b) giving Jolt ten (10) days' prior written notice, at hello@jolt.us. If you object to any term or condition of this Agreement or any subsequent changes thereto, or become dissatisfied with the Service in any way, your sole remedy is to terminate this Agreement.

18. CONSEQUENCES OF TERMINATION; SURVIVAL

Upon termination of this Agreement: (a) the License will automatically terminate and be deemed revoked, and you must immediately cease use of the Service and uninstall and permanently delete any copies of the Jolt App; and (b) your access to your Service Account will be disabled, and Jolt may permanently delete your Account Content. Sections 13 (*Ownership and Jolt License*) through 21 (*Miscellaneous*) shall survive termination of this Agreement, as shall any right, obligation or provision that is expressly stated to so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

19. GOVERNING LAW

This Agreement (including without limitation its validity and formation) shall be governed by, and construed in accordance with, the laws of the State of New York, USA without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are hereby disclaimed.

20. DISPUTE RESOLUTION

Please read this Section carefully.

- 20.1. **Mandatory, Bilateral Arbitration**. YOU AND JOLT AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT (EACH, A "**Dispute**") SHALL BE RESOLVED ONLY BY FINAL AND BINDING BILATERAL ARBITRATION, except that each party retains the right to bring an individual action in a small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's Intellectual Property Rights. This agreement to arbitrate is intended to be broadly interpreted.

(A) Arbitration Rules and Governing Law

- Notwithstanding your and Jolt's agreement that New York law governs this Agreement and its validity, interpretation and application, you and

Jolt hereby further agree that the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("**FAA**") applies to this agreement to arbitrate, and governs all questions of whether a Dispute is subject to arbitration.

- Unless you and Jolt expressly agree otherwise in writing in respect of a Dispute, the arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"), pursuant to JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Streamlined Rules**"), as modified by this Agreement (that is, the terms of this Section 18 govern if they conflict with any of the JAMS Streamlined Rules), and consistent with the *JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness* ("**JAMS Consumer Fairness Standards**"). The arbitrator must honor the terms and conditions of this Agreement (including without limitation all liability exclusions and limitations), and can award damages and relief, including any attorneys' fees authorized by Law. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND JOLT ARE HEREBY EACH IRREVOCABLY WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION (OR OTHER CLASS-WIDE PROCEEDING).
- Notwithstanding JAMS Streamlined Rule 8(b), you and Jolt agree that any dispute as to the arbitrability of a Dispute brought by either you or Jolt shall be resolved by a court of competent jurisdiction.

(B) No Class Arbitrations

THIS ARBITRATION AGREEMENT DOES NOT ALLOW CLASS ARBITRATIONS EVEN IF THE JAMS STREAMLINED RULES, (OR OTHER PROCEDURES OR RULES OF JAMS) WOULD. RATHER, YOU AND JOLT ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL BASIS. FURTHER, AND UNLESS YOU AND JOLT EXPRESSLY AGREE OTHERWISE IN WRITING IN RESPECT OF A DISPUTE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S DISPUTE WITH ANY OTHER PARTY'S DISPUTE(S), AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

(C) The Arbitrator's Decision

- The arbitrator will render an award in accordance with JAMS Streamlined Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. In the event any litigation should arise between you and Jolt in any court of competent jurisdiction in a proceeding to vacate or enforce an arbitration award, YOU AND JOLT HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the proceeding be resolved by a judge. The arbitrator may award declaratory or injunctive relief only in favor of the plaintiff/claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable Law. Jolt will not seek, and hereby waives all rights Jolt may have under applicable Law, to recover attorneys' fees and expenses if Jolt prevails in arbitration, unless you assert a frivolous claim.
- The arbitrator's decision and award is final and binding, with some exceptions under the FAA.

(D) Location and Fees

- Unless you and Jolt expressly agree otherwise in writing, the arbitration will take place in-person at the following locations: (a) if you are a

resident of a country in North America, Central America or South America, the arbitration will take place in New York City, New York, USA; or (b) if you are a resident of any other country in the world, the arbitration will take place in Tel Aviv-Jaffa, Israel. In the event JAMS indicates that it is unable to provide, or arrange for, an arbitrator in Israel, you agree that the arbitration will be held in New York City, New York, USA.

- If you initiate an arbitration for a Dispute, you will be required to pay \$250 of the fee required to initiate the arbitration and Jolt will pay any remaining JAMS Case Management Fees and all professional fees for the arbitrator's services; you will remain responsible for your respective costs relating to counsel, experts, witnesses, and travel to the arbitration.
- If Jolt initiates an arbitration for a Dispute, Jolt will pay all administrative fees and costs related to the arbitration, including all professional fees for the arbitrator's services; you will remain responsible for your costs relating to counsel, experts, witnesses, and travel to the arbitration.

(E) *Small Claims Court*

Notwithstanding the foregoing, either party may bring an individual action in a small claims court for Disputes within the scope of such court's jurisdiction. This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the Law allows, seek relief against Jolt on your behalf.

20.2. **Opting Out of this Mandatory Arbitration.** You can decline this agreement to arbitrate by contacting hello@jolt.us within thirty (30) days of the Effective Date and stating that you (include your first and last name, as well as your mailing address) decline this arbitration agreement. Furthermore, and notwithstanding the provisions regarding modification of the Agreement, if Jolt changes this *Dispute Resolution* Section after the Effective Date (or the date you accepted any subsequent changes to this Agreement), you may reject any such change by providing Jolt written notice of such rejection to hello@jolt.us within thirty (30) days of the date such change became effective, as per the terms of this Agreement. In order to be effective, the notice must include your full name and clearly indicate your intent to reject the change(s) to this *Dispute Resolution* Section. By rejecting such change(s), you are agreeing that you will arbitrate any Dispute between you and Jolt in accordance with the provisions of this *Dispute Resolution* Section as of the Effective Date (or the date you accepted any subsequent changes to this Agreement), unless you declined this arbitration agreement in the manner described above.

20.3. **Limitation on Claims.** To the maximum extent permitted by applicable Law, any claim or cause of action arising out of, or related to, this Agreement must be filed within one (1) year after such claim or cause of action arose, or else you agree that such claim or cause of action will be barred forever.

20.4. **Confidentiality of Disputes.** All aspects of the arbitration proceeding, including but not limited to the decision and award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain its confidentiality, unless (and in such cases, only the extent) otherwise required by applicable Law. This paragraph shall not prevent a party from submitting to a court of competent jurisdiction any information necessary to enforce an arbitration award, or to seek equitable relief.

21. MISCELLANEOUS

- 21.1. Assignment. Jolt may assign this Agreement (or any of its rights and/or obligations hereunder) without your consent, and without notice or obligation to you. This Agreement is personal to you, and you shall not assign (or in any other way transfer) this Agreement (or any of your obligations or rights hereunder) without Jolt's express prior written consent. Any prohibited assignment shall be null and void.
- 21.2. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 21.3. Remedies. Except as may be expressly stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.
- 21.4. Waiver. No failure or delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by Jolt, the writing must be duly signed by an authorized representative of Jolt), and shall be valid only in the specific instance in which given.
- 21.5. Relationship. The relationship of the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties.
- 21.6. Notices. You agree that Jolt may send you notices by email, via your Service Account, by regular mail, and/or via postings on or through Service. Except as stated otherwise in this Agreement or required by Law applicable to you, you agree to send all notices to Jolt, to hello@jolt.us.
- 21.7. No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement (such as Jolt Affiliates, Jolt's licensors and suppliers, other Service users, and Indemnitees), there shall be no third-party beneficiaries of or under this Agreement.
- 21.8. U.S. Government Rights. The Service is "commercial computer software" and the Documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If you are an agency, department, employee or other entity of the United States Government, then your access to and use of the Service and/or the Documentation shall be subject solely to the terms and conditions of this Agreement.
- 21.9. Export Compliance. You must not use or otherwise export or re-export the Service or Documentation except as authorized by Export Control Laws. "**Export Control Laws**" means all applicable export and re-export control Laws applicable to you, as well as the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US

Department of State. In the event you breach this Section (in whole or in part), you agree to indemnify and hold harmless Jolt and all Jolt Affiliates (including ours and their respective directors, officers, and employees) for any fines and/or penalties imposed upon Jolt or a Jolt Affiliate (or such persons) as a result of such breach.

- 21.10. Force Majeure. Jolt shall not be responsible for any failure to perform any obligation or provide any service hereunder because of any (a) act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (d) other similar cause beyond Jolt's reasonable control. For the avoidance of doubt, any problems relating to the hosting of the Service shall not be deemed within Jolt's reasonable control.
- 21.11. Third Party Charges. Please be aware that your use of the Service may require and utilize an internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible and liable for those charges.
- 21.12. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

SCHEDULE 1

APP PLATFORM USAGE RULES

If you download the Jolt App from the Apple, Inc. ("**Apple**") App Store (or in any event if you download an Apple iOS app) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

- (i) You acknowledge and agree that:
 - (a) the Agreement is concluded between Jolt and you only, and not with Apple, and Jolt and its licensors, and not Apple, are solely responsible for the Jolt App and the content thereof.
 - (b) your use of the Jolt App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.
 - (c) the License granted herein is limited to a non-transferable right to use the Jolt App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;
 - (d) Jolt is solely responsible for providing any maintenance and support services with respect to the Jolt App, as specified in the Agreement, or as required under applicable Law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Jolt App;
 - (e) Jolt is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Jolt App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the Jolt App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Jolt App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Jolt's sole responsibility;
 - (f) Jolt, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the Jolt App or your possession and/or use of the Jolt App, including, but not limited to: (a) product liability claims; (b) any claim that the Jolt App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation;
 - (g) in the event of any third party claim that the Jolt App or your possession and use of the Jolt App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
 - (h) Apple and its subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.
- (ii) You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

- (iii) If you have any questions, complaints, or claims regarding the Jolt App, please contact Jolt at www.jolt.us.

By entering into the Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that the Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed App End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).