

Terms of Use

Welcome to CircleIn! We provide a next-generation peer tutoring and learning application for students from K-12+.

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS**”) CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITES OF CircleIn, ITS AFFILIATES OR AGENTS (“**CircleIn**”) WITH LINKS TO THIS AGREEMENT (COLLECTIVELY, THE “**WEBSITE**”) IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA OUR WEBSITE AND APPLICATION (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”), CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR MERELY BROWSING THE WEBSITE, OR DOWNLOADING CircleIn’S MOBILE APPLICATION(S) (THE “**APPLICATION**”), YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU ARE A PARENT OR LEGAL GUARDIAN OF A STUDENT UNDER 18 USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT WITH RESPECT TO SUCH STUDENT’S USE OF THE SERVICE. IF YOU ARE TEACHER OR ADMINISTRATOR USING THE SERVICE, YOU AGREE THAT YOU HAVE THE RIGHT AND AUTHORITY TO BIND THE SCHOOL TO THIS AGREEMENT. YOU MAY NOT ACCEPT THESE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. YOU MAY NOT USE THE SITE, APPLICATION, OR SERVICES WITHOUT PARENTAL CONSENT IF YOU ARE UNDER 13 YEARS OLD. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THIS WEBSITE, THE APPLICATION, OR THE SERVICES.**

THE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

THE TERMS OF USE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY CIRCLEIN IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, CircleIn will make a new copy of the Terms of Use available at the Website and within the Application. We will also update the “Last Updated” date at the top of the Terms of Use. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.1 below) to use the Services, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new users of the Website, the Application and/or Services and will be effective thirty (30) days after posting of notice of such changes on the Website for existing users, provided that any material changes shall be effective for users who have an Account with us upon the earlier of thirty (30) days after posting of notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in Section 2.1 below). CircleIn may require you to provide consent to the updated Terms in a specified manner before further use of the Website, the Application and/or the Services is permitted. If you do not agree to any change(s) after

receiving a notice of such change(s), you shall stop using the Website, the Application and/or the Services. Otherwise, your continued use of the Website, the Application and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. **Use of the Services and CircleIn Properties.** The Application, the Website, the Services, and the information and content available on the Website and in the Application and the Services (as these terms are defined below) (collectively, the “**CircleIn Properties**”) are protected by copyright laws throughout the world. Subject to the Terms, CircleIn grants you a limited license to reproduce portions of CircleIn Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by CircleIn in a separate license, your right to use any CircleIn Properties is subject to the Terms.

- 1.1. **Application License.** Subject to your compliance with the Terms, CircleIn grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for your own personal purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.

- 1.2. **Student User Supervision.** During the term of your subscription and subject to these Terms, you may permit each student for which you have paid the applicable fees, or for which you have a Promotional Code (as defined below), to access and use the Services. You are solely responsible for any use of the CircleIn Properties by such students.

- 1.3. **Updates.** You understand that CircleIn Properties are evolving. As a result, CircleIn may require you to accept updates to CircleIn Properties that you have installed on your mobile device. You acknowledge and agree that CircleIn may update CircleIn Properties with or without notifying you. You may need to update third-party software from time to time in order to receive the Services or use CircleIn Properties.

- 1.4. **Certain Restrictions.** The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit CircleIn Properties or any portion of CircleIn Properties, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other CircleIn Properties (including images, text, page layout or form) of CircleIn; (c) you shall not use any metatags or other “hidden text” using CircleIn’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of CircleIn Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for

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creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access CircleIn Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of CircleIn Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in CircleIn Properties. Any future release, update or other addition to CircleIn Properties shall be subject to the Terms. CircleIn, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of CircleIn Properties terminates the licenses granted by CircleIn pursuant to the Terms.

2. **Registration.**

2.1. **Registering your Account.** In order to access certain features of CircleIn Properties you may be required to become a Registered User. For purposes of the Terms, a “**Registered User**” is a user who has registered an account on the Website or Application (“**Account**”).

2.2. **Registration Data.** In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services’ registration form (the “**Registration Data**”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are not a person barred from using CircleIn Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your or your student’s Account. You may not share your Account or password with anyone, and you agree to (1) notify CircleIn immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or CircleIn has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CircleIn has the right to suspend or terminate your Account and refuse any and all current or future use of CircleIn Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself or your student. You agree that you shall not have more than one Account per platform at any given time. CircleIn reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third-party that a username violates the third-party’s rights. You agree not to create an Account or use CircleIn Properties if you have been previously removed by CircleIn, or if you have been previously banned from any of CircleIn Properties.

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3. Responsibility for Content.

3.1. **Types of Content.** You acknowledge that all Content, including CircleIn Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not CircleIn, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through CircleIn Properties (“**Your Content**”), and that you and other users of CircleIn Properties, and not CircleIn, are similarly responsible for all Content they Make Available through CircleIn Properties (“**User Content**”).

3.2. **No Obligation to Pre-Screen Content.** You acknowledge that CircleIn has no obligation to pre-screen Content (including, but not limited to, User Content), although CircleIn reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that CircleIn pre-screens, refuses or removes any Content, you acknowledge that CircleIn will do so for CircleIn’s benefit, not yours. Without limiting the foregoing, CircleIn shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

4. Ownership.

4.1. **CircleIn Properties.** Except with respect to Your Content and User Content, you agree that CircleIn and its suppliers own all rights, title and interest in CircleIn Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Services, or CircleIn Properties.

4.2. **Trademarks.** CircleIn’s stylized name and other related graphics, logos, service marks and trade names used on or in connection with CircleIn Properties are the trademarks of CircleIn and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in CircleIn Properties are the property of their respective owners.

4.3. **Other Content.** Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in CircleIn Properties.

4.4. **Your Content.** CircleIn does not claim ownership of Your Content. However, when you as a user post or publish Your Content on or in CircleIn Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

4.5. **License to Your Content.** Subject to any applicable account settings that you select, you grant CircleIn a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and

license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and providing CircleIn Properties to you and to our other users. Please remember that other users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of CircleIn Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not CircleIn, are responsible for all of Your Content that you Make Available on or in CircleIn Properties.

4.6. **Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on or in CircleIn Properties, you hereby expressly permit CircleIn to identify you by your username as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

4.7. **Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of CircleIn.

4.8. **Your Profile.** Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post or submit for print services a photograph of another person without that person’s permission.

4.9. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to CircleIn through its suggestion, feedback, wiki, forum or similar pages (“**Feedback**”) is at your own risk and that CircleIn has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to CircleIn a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of CircleIn Properties.

5. **User Conduct.** As a condition of use, you agree not to use CircleIn Properties for any purpose that is prohibited by the Terms or by applicable law. You shall not (and shall not permit any third-party) either (a) to take any action or (b) Make Available any Content on or through CircleIn Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, bullying, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without CircleIn’s prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of CircleIn; (vi) interferes with or attempts to interfere with the proper functioning of CircleIn Properties or uses CircleIn Properties in any way not expressly permitted by the Terms; or (vii) to attempt or engage in, any potentially harmful acts that are directed against CircleIn Properties, including but not limited to violating or

attempting to violate any security features of CircleIn Properties, using manual or automated software or other means to access, “scrape,” “crawl” or “spider” any pages contained in CircleIn Properties, introducing viruses, worms, or similar harmful code into CircleIn Properties, or interfering or attempting to interfere with use of CircleIn Properties by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing”, or “crashing” CircleIn Properties. **IF, AT ANY TIME, YOU EXPERIENCE OR WITNESS ANY USER VIOLATING THIS SECTION 5, INCLUDING SPECIFICALLY, THE PROHIBITION ON HARASSMENT OR BULLYING, THEN PLEASE REPORT SUCH VIOLATION IMMEDIATELY TO US AT BULLYING@CIRCLEINAPP.COM. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE ANY USER’S ACCOUNT AND/OR ACCESS TO THE CIRCLEIN PROPERTIES, AT IT SOLE DISCRETION, IF ANY USER VIOLATES THIS SECTION 5 OR IF WE REASONABLY SUSPECT THAT A USER HAS OR WILL VIOLATE THIS SECTION 5.**

6. **Investigations.** CircleIn may, but is not obligated to, monitor or review CircleIn Properties and Content at any time. Without limiting the foregoing, CircleIn shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although CircleIn does not generally monitor user activity occurring in connection with CircleIn Properties, if CircleIn becomes aware of any possible violations by you of any provision of the Terms, CircleIn reserves the right to investigate such violations, and CircleIn may, at its sole discretion, immediately terminate your license to use CircleIn Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

7. **Interactions with Other Users.**

7.1. **User Responsibility.** You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that CircleIn reserves the right, but has no obligation, to intercede in such disputes. You agree that CircleIn will not be responsible for any liabilities incurred as the result of such interaction.

7.2. **Content Provided by Other Users.** CircleIn Properties may contain User Content provided by other users. CircleIn is not responsible for and does not control User Content. CircleIn has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk.

8. **Third-Party Services.**

8.1. **Third-Party Websites, Applications & Ads.** CircleIn Properties may contain links to third-party websites and applications (“**Third-Party Websites & Applications**”) and advertisements for third parties (collectively, “**Third-Party Websites, Applications & Ads**”). When you click on a link to a third-party website, application or ad, we will not warn you that you have left CircleIn Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Applications & Ads are not under the control of CircleIn. CircleIn is not responsible for any Third-Party Websites, Applications & Ads. CircleIn provides these Third-Party Websites, Applications & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Applications & Ads, or their products or services. You use all links in Third-Party Websites, Applications & Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites & Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

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8.2. **App Stores.** You acknowledge and agree that the availability of the Application and the Services is dependent on the third-party from which you received the Application license, e.g., the Apple App Store or Google Play (“**App Store**”). You acknowledge that the Terms are between you and CircleIn and not with the App Store. CircleIn, not the App Store, is solely responsible for CircleIn Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g. product liability, legal compliance, or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with CircleIn Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using CircleIn Properties, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

9. **School User Obligations.**

The following section applies to you if you are a school teacher, administrator, or other employee or independent contractor of a school or school district:

9.1. **Privacy Policy.** By using the Services, you acknowledge receipt of, and agree to the terms of, the CircleIn privacy policy describing CircleIn’s personal information collection, use, and disclosure practices available at CircleInApp.com/privacy

9.2. **FERPA.** The Family Educational Rights and Privacy Act (“**FERPA**”) protects the privacy of student educational records and limits when a school may disclose a student’s educational records. You are solely responsible for your compliance with FERPA. Without limiting the generality of the foregoing, you hereby represent and warrant that for all student records that you disclose (“**Student Records**”), you have obtained the appropriate consent from the parents of such students if the students are under 18 years old, or from the students if such students are 18 years old and older, as required under FERPA to make such disclosure and grant the following license set forth in Section 9.4.

9.3. **COPPA.** You hereby represent and warrant that you have or will provide notice to and obtain consent of parents of students under 18 years old allowing CircleIn to collect information from such students in compliance with the Children’s Online Privacy Protection Act.

9.4. **License from School User.** You hereby grant to CircleIn a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute, and display Student Records solely for the purposes of (a) providing the Services and (b) to use anonymized Student Records to improve the Services.

10. **Fees and Payment.**

10.1. **General.** The purpose of the Terms is for you to secure access to the Services. Certain Services are provided for free by CircleIn, but others require the payment of monthly subscription or other fees by you, your school, or a third party (e.g., a non-profit foundation, parent-teacher organization). Our Website describes the limited Services that are available for free and those that require a fee and what that fee is, which may

change from time-to-time. If your access and use rights to the Services are paid for by a school or third party, they will provide you a code that you can provide us to enable you to access and use the Services without payment by you to us for a designated period of time. After that time period expires, you may have to pay us directly or cease using the Services. All fees shall be considered solely in furtherance of your access and use of the Services. In no way are any fees considered payment for the sale, license, or use of any CircleIn Application or other software, and, furthermore, any use of any CircleIn Application or other software by you in furtherance of the Terms will be considered merely in support of the purpose of the Terms.

10.2. **Promotional Codes.** If you are provided a promotional code by us, your school or an authorized third party for a subscription to the Services that we deem valid (a “**Promotional Code**”), then you will be provided a subscription to the Services in accordance with the applicable program or contract relating to that Promotional Code. You may only use a Promotional Code once, and only one Promotional Code may be used per Account. If for any reason we suspect a fraudulent use of a Promotional Code, we reserve the right, in our sole discretion, to cancel your Account. Promotional Codes sent to individuals are valid for the intended recipient only. Promotional Codes are not valid for resale.

10.3. **Third Party Payment Services Provider.** CircleIn uses Stripe Inc. (“**Stripe**”) as a third party service provider for payment services (e.g., credit card transaction processing, merchant settlement, and related services). If you are required to pay CircleIn and elect to use the CircleIn Properties, you agree to be bound by Stripe’s US Terms of Service available at <https://stripe.com/us/terms> and Privacy Policy available at <https://stripe.com/us/privacy>. You hereby consent to provide and authorize CircleIn and Stripe to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with the Terms, including personal, financial, credit card payment, and transaction information.

10.4. **Service Subscription Fees.** If you are required to pay CircleIn for using the CircleIn Properties and Services, you agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable by providing Stripe with a valid credit card (Visa, MasterCard, or any other issuer accepted by Stripe)(“**Payment Provider**”). You will be responsible for payment of the applicable fee for any applicable Services (each, a “**Service Subscription Fee**”) at the time you create your Account and select your subscription package (each, a “**Service Commencement Date**”). Except as set forth in the Terms, all fees for the Services are non-refundable. No contract will exist between you and CircleIn for the Services until CircleIn accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication. CircleIn reserves the right at any time to change its prices and billing methods, either immediately upon posting on CircleIn Properties or by e-mail delivery to you.

10.5. **Automatic Renewal.** If you are paying for your subscription through a Payment Provider, your subscription will continue indefinitely until terminated in accordance with the Terms. **In such event, after your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a “Renewal Commencement Date”)** and continue for an additional equivalent period, at CircleIn’s then current price for such subscription. You agree that your Account

will be subject to this automatic renewal feature unless you cancel your subscription at any time prior to the **Renewal Commencement Date** by logging into and going to the **“Change/Cancel Membership”** page of your **“Account Settings”** page. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize CircleIn to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if CircleIn does not receive payment from your Payment Provider, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that CircleIn may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

10.6. **Taxes.** CircleIn’s fees are net of any applicable Sales Tax. If any Services, or payments for any Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to CircleIn, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority and you will indemnify CircleIn for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, **“Sales Tax”** shall mean any sales or use tax, and any other tax measured by sales proceeds, that CircleIn is permitted to pass to its customers that is) the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

10.7. **Disputes.** You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: 1133 15th St 12 Floor NW Washington DC 2005

11. **Rewards.** Points accrued, awards, and benefits issued pursuant to the Services (the **“Rewards Program”**) are subject to change and are subject to the terms and conditions of the Rewards Program and the terms and conditions of any third party reward providers, which are expressly incorporated herein.. CircleIn has the right to terminate the Rewards Program or to change, limit, modify, or cancel the Rewards Program rules, regulations, policies, procedures, conditions of participation, benefits, awards, and special offers, in part or in whole, at any time, with or without notice, even though such changes may affect the value of points. The accumulation of points does not entitle users to any vested rights with respect to the Rewards Program. No points, benefits, or awards issued pursuant to the Rewards Program may be transferred, sold, bartered, or assigned except as expressly permitted by CircleIn. By participating in the Rewards Program, you consent to CircleIn and any third party reward providers to share and receive Your Content, including your profile and Account information as necessary to provide the Rewards Program.

12. **Indemnification.** You agree to indemnify and hold CircleIn, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the **“CircleIn Parties”**) harmless from any losses, costs, liabilities and expenses (including

reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, CircleIn Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any user; or (e) your violation of any applicable laws, rules or regulations. CircleIn reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CircleIn in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to CircleIn Properties.

13. Disclaimer of Warranties.

13.1. **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF CircleIn PROPERTIES IS AT YOUR SOLE RISK, AND CircleIn PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. CircleIn PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(a) CircleIn PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) CircleIn PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF CircleIn PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF CircleIn PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN CircleIn PROPERTIES WILL BE CORRECTED.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH CircleIn PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS CircleIn PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. CircleIn MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

13.2. **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT CircleIn PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD CircleIn PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

13.3. **No Liability for Conduct of Other Users.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF CircleIn PROPERTIES. YOU UNDERSTAND THAT CircleIn DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF CircleIn PROPERTIES.

14. Limitation of Liability.

14.1. **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL CircleIn PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH CircleIn PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT CircleIn HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF CircleIn PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE CircleIn PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH CircleIn PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD- PARTY ON CircleIn PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO CircleIn PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

14.2. **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL CircleIn PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY CircleIn AS A RESULT OF YOUR USE OF CircleIn PROPERTIES IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT CLAIM. IF YOU HAVE NOT PAID CircleIn ANY AMOUNTS IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT ANY SUCH CLAIM, CircleIn'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED FIFTY DOLLARS (\$50).

14.3. **User Content.** CircleIn PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

14.4. **Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CircleIn AND YOU.

15. **Procedure for Making Claims of Copyright Infringement.** It is CircleIn's policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to CircleIn by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on CircleIn Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on CircleIn Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized

by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for CircleIn's Copyright Agent for notice of claims of copyright infringement is as follows: Gerald Meggett, 1133 15th St NW Washington DC 20005

16. **Term and Termination.**

16.1. **Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use CircleIn Properties, unless terminated earlier in accordance with the Terms.

16.2. **Prior Use.** Notwithstanding the foregoing, if you used CircleIn Properties prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used CircleIn Properties (whichever is earlier) and will remain in full force and effect while you use CircleIn Properties, unless earlier terminated in accordance with the Terms.

16.3. **Termination of Services by CircleIn.** If your Promotional Code expires or the program related to that Promotional Code is terminated for any reason, you are required to pay for your subscription and timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Terms, or if CircleIn is required to do so by law (e.g., where the provision of the Website, the Application, or the Services is, or becomes, unlawful), CircleIn has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in CircleIn's sole discretion and that CircleIn shall not be liable to you or any third-party for any termination of your Account.

16.4. **Termination of Services by You.** If you want to terminate the Services provided by CircleIn, you may do so by (a) notifying CircleIn at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to CircleIn's address set forth below.

16.5. **Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password, any points accrued pursuant to the Rewards Program, and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. CircleIn will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content any points accrued pursuant to the Rewards Program. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

17. **Remedies.**

17.1. **Violations.** If CircleIn becomes aware of any possible violations by you of the Terms, CircleIn reserves the right to investigate such violations. If, as a result of the investigation, CircleIn believes that criminal activity has occurred, CircleIn reserves the

right to refer the matter to, and to cooperate with, any and all applicable legal authorities. CircleIn is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in CircleIn Properties, including Your Content, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms; (3) respond to any claims that Your Content violates the rights of third parties; (4) respond to your requests for customer service; (5) protect the rights, property or personal safety of CircleIn, its users or the public, or (6) in connection with all enforcement actions or to government officials, as CircleIn in its sole discretion believes to be necessary or appropriate.

17.2. **Breach.** In the event that CircleIn determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for CircleIn Properties, CircleIn reserves the right to:

- (a) Warn you via e-mail (to any e-mail address you have provided to CircleIn) that you have violated the Terms;
- (b) Delete any of Your Content provided by you or your agent(s) to CircleIn Properties;
- (c) Delete any points accrued by you pursuant to the Rewards Program;
- (d) Discontinue your registration(s) with any of CircleIn Properties, including the Services or any CircleIn community;
- (e) Discontinue your subscription to any Services;
- (f) Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- (g) Pursue any other action which CircleIn deems to be appropriate.

17.3. **No Subsequent Registration.** If your registration(s) with or ability to access CircleIn Properties, or any other CircleIn community is discontinued by CircleIn due to your violation of any portion of the Terms or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access CircleIn Properties or any CircleIn community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those CircleIn Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, CircleIn reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

18. **International Users.** This Site can be accessed from countries around the world and may contain references to CircleIn Properties and Content that are not available in your country. These references do not imply that CircleIn intends to announce such CircleIn Properties or Content in your country. CircleIn Properties are controlled and offered by CircleIn from its facilities in the United States of America. CircleIn makes no representations that CircleIn Properties are appropriate or available for use in other locations. Those who access or use CircleIn Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

19. General Provisions.

19.1. **Electronic Communications.** The communications between you and CircleIn use electronic means, whether you visit CircleIn Properties or send CircleIn e-mails, or whether CircleIn posts notices on CircleIn Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from CircleIn in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that CircleIn provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

19.2. **Release.** You hereby release CircleIn Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of CircleIn Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.

19.3. **Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without CircleIn's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

19.4. **Force Majeure.** CircleIn shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

19.5. **Limitations Period.** YOU AND CircleIn AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, CircleIn PROPERTIES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

19.6. **Arbitration Agreements.**

(a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by CircleIn that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and CircleIn, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to CircleIn should be sent to: 1133 15th St NW Washington DC 20005

(c) **After the Notice is received, you and CircleIn may attempt to resolve the claim or dispute informally. If you and CircleIn do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.**

(d) *Arbitration Rules.* Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that CircleIn made to you prior to the initiation of arbitration, CircleIn will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(e) *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(f) *Time Limits.* If you or CircleIn pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(g) *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and CircleIn, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The

arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and CircleIn.

(h) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and CircleIn in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND CircleIn WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(i) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(j) *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(k) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(l) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(m) *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with CircleIn.

(n) *Small Claims Court.* Notwithstanding the foregoing, either you or CircleIn may bring an individual action in small claims court.

(o) *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain

the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(p) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(q) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to the laws of the District of Columbia and to submit to the personal jurisdiction of the courts located within the District of Columbia for such purpose.

19.7. **Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

19.8. **Severability.** If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

19.9. **Export Control.** You may not use, export, import, or transfer CircleIn Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained CircleIn Properties, and any other applicable laws. In particular, but without limitation, CircleIn Properties may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using CircleIn Properties, you represent and warrant that (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use CircleIn Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by CircleIn are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer CircleIn products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

19.10. **Accessing and Download the Application from iTunes.** The following applies to any Application accessed through or downloaded from the Apple App Store ("**App Store Sourced Application**"):

(a) You acknowledge and agree that (i) the Terms are concluded between you and CircleIn only, and not Apple, and (ii) CircleIn, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between CircleIn and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of CircleIn.

(d) You and CircleIn acknowledge that, as between CircleIn and Apple, Apple is not responsible for addressing any claims you have or any claims of any third-party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and CircleIn acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third-party's intellectual property rights, as between CircleIn and Apple, CircleIn, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

(f) You and CircleIn acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

19.11. **Notice.** Where CircleIn requires that you provide an e-mail address, you are responsible for providing CircleIn with your most current e-mail address. In the event that the last e-mail address you provided to CircleIn is not valid, or for any reason is not capable of delivering to you any notices required / permitted by the Terms, CircleIn's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to CircleIn at the following address: 1133 15th St NW Washington DC 20005

19.12. Such notice shall be deemed given when received by CircleIn by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

19.13. **Questions, Complaints, and Claims.** If have any questions, complaints, or claims or you believe that CircleIn has not adhered to the Terms, please contact CircleIn

by mailing us at 1133 15th St NW Washington DC 20005 or emailing us at hello@CircleInApp.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

19.14. **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

19.15. **Entire Agreement.** The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

End of Terms