



INTELLIAIDE, LLC TERMS OF SERVICE

Last Updated: November 17, 2017
Effective Date: November 17, 2017

THESE TERMS are an Agreement between IntelliAIDE, LLC, a Limited Liability Company formed under the laws of the State of Texas (“IntelliAIDE”, “we”, or “us”) and each user (“user” or “you”) of www.intelliAIDE.com, or of native and web applications created by IntelliAIDE for internet-connected mobile devices (collectively, the “IntelliAIDE Platform”). In addition to these Terms, IntelliAIDE has a Privacy Policy that outlines how we use the information we collect from users. This Privacy Policy is incorporated by reference throughout these Terms and can be accessed at: www.intelliAide.com/privacy.

All users are required to review and be bound by these Terms and our Privacy Policy in order to participate on the IntelliAIDE Platform. PLEASE READ THIS AGREEMENT CAREFULLY, AND PLEASE CHECK THESE TERMS AND CONDITIONS PERIODICALLY FOR CHANGES. IF YOU DISAGREE WITH ANY PORTION OF THESE TERMS OR THE PRIVACY POLICY, YOU CANNOT ACCESS OR USE THE INTELLIAIDE PLATFORM.

IF YOU ARE HAVING A MEDICAL EMERGENCY, DIAL 9-1-1 IMMEDIATELY.

I. SCOPE OF INTELLIAIDE SERVICES.

- a. The IntelliAIDE Platform provides users with the ability to log, track, and monitor personal health information (the “IntelliAIDE Services”). Patients, caregivers, nurses, doctors, healthcare staff, and clinicians alike can use the IntelliAIDE Platform to work as a team to provide the best possible care. The IntelliAIDE platform is meant to enhance communication between patients and their doctors or caregivers by providing easy, efficient access to vital health statistics and personal health information.
- b. **WE ARE NOT HEALTHCARE PROVIDERS.** We do not provide any medical or pharmaceutical advice. As a result, the IntelliAIDE Services are not intended to provide medical or pharmaceutical information or replace the advice of a healthcare professional. The IntelliAIDE Services are solely designed to support, not replace, the relationship that exists with any physician, pharmacist and other healthcare professionals. While we are not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), we take both the protection of your private health information and your ability to control and access such information very seriously, and will only use and disclose your information in accordance with our Privacy Policy.

II. ELIGIBILITY; USING THE INTELLIAIDE PLATFORM.

- a. The IntelliAIDE Platform and the IntelliAIDE Services are intended solely for persons who are thirteen (13) years of age or older. Any access to or use of the IntelliAIDE Platform or IntelliAIDE Services by anyone under thirteen (13) is expressly prohibited. By accessing or using the IntelliAIDE Platform and IntelliAIDE Services you represent and warrant that you are thirteen (13) or older.

- b. The IntelliAIDE Platform is only accessible through an Internet or cellular connection. Due to the nature of such connections, we cannot guarantee the continuous and uninterrupted availability and accessibility of the IntelliAIDE Platform. IntelliAIDE may restrict the availability of the IntelliAIDE Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, to carry out maintenance measures that ensure the proper or improved functioning of the IntelliAIDE Platform or for any other business reason as IntelliAIDE, in its sole discretion, may determine from time to time. IntelliAIDE may, at its sole discretion, improve, enhance, or modify the IntelliAIDE Platform and introduce new services and features from time to time.
- c. The IntelliAIDE Platform may contain links to third-party websites or resources (“Third-Party Sites”). Such Third-Party Sites may be subject to different terms and conditions and privacy practices. We are not responsible or liable for the availability or accuracy of such Third-Party Sites, or the content, products, or services available from them. Links to such Third-Party Sites are not an endorsement by IntelliAIDE of such Third-Party Sites, content, products or services included therefrom. Therefore, IntelliAIDE makes no warranties or representations, express or implied about such linked websites, the third parties they are owned and operated by, the information contained on them, or the suitability or quality of any of their products or services, nor is IntelliAIDE liable for harm to you or your devices caused by your access of Third-Party Sites. If you decide to access any Third-Party Sites you do so entirely at your own risk.
- d. Certain areas of the IntelliAIDE Platform, as well as your access to or use of certain aspects of the IntelliAIDE Services, may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions to obtain access to or use that area or service. Any additional terms will be made available to you at the time you access the applicable area or IntelliAIDE Service. If there is a conflict between these Terms and terms and conditions posted for a specific area or service, the latter terms and conditions will take precedence with respect to your use of or access to that area or service; however, these Terms will remain in effect and applicable where the latter terms and conditions are silent.

III. MODIFICATION OF THESE TERMS. IntelliAIDE reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised terms on the IntelliAIDE Platform and update the “Last Updated” and “Effective” dates at the top of them. We will also provide you with notice of the modifications by email at least seven (7) days before the date they become effective. If you disagree with any portion of the revised Terms, you must terminate your access to and use of the IntelliAIDE Platform and the IntelliAIDE Services with immediate effect by deleting your account and ceasing use. As of the Effective Date, your continued access or use will constitute acceptance of the revised Terms.

IV. ACCOUNT REGISTRATION; PROFILES.

- a. To access the full benefits and features of the IntelliAIDE Platform and the IntelliAIDE Services, users are required to register for an account. As an account holder, you will then

have the opportunity to create one or more care “Profiles” and to upload information, data, and images to each Profile. A Profile may be for yourself or for someone to whom you are caregiver, either personally, such as a family member, or professionally.

- b. As an account holder, you can invite third-parties such as healthcare providers to access the Profile(s) you create. If you elect to invite a third-party to access your Profile(s), they will receive an invitation to register for an account with the IntelliAIDE Services and will also need to complete the account registration process to access IntelliAIDE Services and your Profile(s). Any third-party that you invite to access any one or more of your Profile(s) will have access only to Profiles that you select. Due to the sensitive and private nature of personal health information, we recommend that you protect all private and sensitive information contained within your Profile(s) and consider carefully whether to permit any third-party to access your Profile(s).
- c. By creating a Profile on behalf of another person, you represent and warrant that you are authorized by that person to create a profile on their behalf and collect, monitor and share their personal health information. To the extent you act on behalf of the person for whom you are caring, you also represent and warrant that you have valid legal authority to take that action on their behalf.
- d. You must register for an account using an email address and creating a password. You must provide accurate, current, and complete information during the registration process and keep your account and profile page information up-to-date at all times. IntelliAIDE reserves the right to suspend or terminate your account if any information provided during the registration process or thereafter proves to be inaccurate, outdated, or incomplete. IntelliAIDE does not have access to your password and if you forget your password you will be asked to create a new one.
- e. Although you can create multiple Profiles, you cannot register for more than one account unless authorized to do so by IntelliAIDE.
- f. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third-party. You must immediately notify us if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in the event of any actual or suspected unauthorized use of your account. You are liable for any and all activities conducted through your account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

V. CONTENT.

- a. IntelliAIDE may, at its sole discretion, enable account holders to: (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, vital health statistics, personal health information and data, or other materials and information on or through the IntelliAIDE Platform (“Account Holder Content”); and (ii) access and view Account Holder Content and any content that IntelliAIDE itself makes available on or through the IntelliAIDE Platform, including proprietary IntelliAIDE content and any content licensed or authorized for use by or through IntelliAIDE from a third party (“IntelliAIDE Content” and together with Account Holder Content, “Collective Content”).

- b. IntelliAIDE is not responsible for any Account Holder Content on the IntelliAIDE Platform. Account Holder Content is uploaded by account holders at their own risk and account holders must ensure their postings, data, and messages comply with these Terms.
- c. The IntelliAIDE Platform, IntelliAIDE Content, and Account Holder Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the IntelliAIDE Platform and IntelliAIDE Content, including all associated intellectual property rights, are the exclusive property of IntelliAIDE and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the IntelliAIDE Platform, IntelliAIDE Content or Account Holder Content. All trademarks, service marks, logos, trade names, and any other source identifiers of IntelliAIDE used on or in connection with the IntelliAIDE Platform and IntelliAIDE Content are trademarks or registered trademarks of IntelliAIDE. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the IntelliAIDE Platform, IntelliAIDE Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.
- d. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the IntelliAIDE Platform or Collective Content, except to the extent you are the legal owner of certain Account Holder Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by IntelliAIDE or its licensors, except for the licenses and rights expressly granted in these Terms.
- e. Subject to your compliance with these Terms, IntelliAIDE grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) download and use IntelliAIDE Platform, as they become available, on your personal device(s); and (ii) access and view any Collective Content made available on or through the IntelliAIDE Platform and accessible to you.
- f. By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Account Holder Content on or through the IntelliAIDE Platform, you grant to IntelliAIDE a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable, and transferable license to such Account Holder Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise use in any manner such Account Holder Content to provide and/or promote the IntelliAIDE Platform, in any media or platform. Voluntarily provided Account Holder Content such as medical statistics, health data, and health information may be de-identified (meaning, removed of all personally identifiable information such as your name and specific contact information) and provided to third-parties for research and health data compilation purposes. More information about IntelliAIDE's use of your information can be found in our Privacy Policy.
- g. You are solely responsible for all Account Holder Content that you make available on or through the IntelliAIDE Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Account Holder Content that you make

available on or through the IntelliAIDE Platform or you have all rights, licenses, consents and releases that are necessary to grant to IntelliAIDE the rights in and to such Account Holder Content, as contemplated under these Terms; and (ii) neither the Account Holder Content nor your posting, uploading, publication, submission or transmittal of the Account Holder Content or IntelliAIDE's use of the Account Holder Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

- h. You will not post, upload, publish, submit or transmit any Account Holder Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information), or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person; (v) promotes illegal or harmful activities or substances; or (vi) violates any IntelliAIDE policy, including these Terms.

VI. CONFIDENTIALITY. Information shared with you on the IntelliAIDE Platform or through the IntelliAIDE Services such as medical statistics, health data, and personal health information, is highly private and confidential in nature. By accessing, using, or registering an account on the IntelliAIDE Platform and the IntelliAIDE Services, you agree to keep such information confidential and use it solely in a manner consistent with authorizations provided to you by the sharing party. Additionally, if you are a medical professional, your use of the information may be subject to further restrictions under HIPAA. If you have any questions pertaining to your use of confidential information, we encourage you to seek independent counsel experienced in healthcare privacy laws.

VII. THIRD-PARTY SERVICES.

- a. From time to time, at IntelliAIDE's sole discretion, we may present you with offers or promotions we believe to be helpful or relevant. Such offers or promotions may be from third parties ("Third-Party Services"). Some of these offers may require you to share or enter additional information about yourself or people for whom you've created Profiles. You are responsible for managing the information you choose to share to Third Party Services. IntelliAIDE merely provides a platform through which services can be coordinated and managed, and although we do our best to select the highest quality Third Party Services and providers, we are not responsible for the choices you make to share your private information, or the accuracy or quality of such Third-Party Services. IntelliAIDE is not a party to, nor are we otherwise involved in any Third-Party Services transactions entered into via or facilitated by the IntelliAIDE Services. Furthermore, IntelliAIDE is not liable or responsible for any dispute that arises between you and any third party.
- b. IntelliAIDE strives to enable you to use the IntelliAIDE Services and the IntelliAIDE Platform as a singular platform through which services and communications with third-parties, such as pharmacies and healthcare providers, can be managed. We cannot guarantee that we can or will be able to maintain our relationship with any third-party.

VIII. SERVICE FEES.

- a. The IntelliAIDE Platform and the IntelliAIDE Services have two categories of accounts: (i) Free, (ii) Standard, and (ii) Premium.
- b. Free accounts are for personal, non-commercial use only and allow account holders to enter, export and email limited personal health information for each profile they create.
- c. Standard accounts are for personal, non-commercial use only and include the features in the Free category plus allow the account holder to share limited personal health information digitally through native and web applications created by IntelliAIDE.
- d. Premium accounts are for professional, commercial use by healthcare providers only and require a service fee in order to access, download, and use. Details on service fees for professional accounts can be found on our website.

IX. PROHIBITED ACTIVITIES – ACCEPTIBLE USE POLICY.

- a. When using the IntelliAIDE Platform or the IntelliAIDE Services, you cannot:
 - i. Impersonate or misrepresent your affiliation with any person or entity;
 - ii. Violate any applicable law or regulation;
 - iii. Collect or store any user's health data or other personally identifiable information without their express written permission;
 - iv. Post, upload, publish, submit, or transmit anything that:
 1. Infringes, misappropriates, or violates a third party's privacy or any rights of publicity, or any patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights;
 2. Violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability;
 3. Is fraudulent, false, misleading, or deceptive;
 4. Is defamatory, obscene, pornographic, vulgar, or offensive;
 5. Promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
 6. Is violent or threatening or promotes violence or actions that are threatening to any person or entity; or
 7. Promotes illegal or harmful activities or substances;
 - v. Use, display, mirror, or frame the IntelliAIDE Platform, or any individual element within the IntelliAIDE Services or IntelliAIDE Content, or IntelliAIDE's name, any IntelliAIDE trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without IntelliAIDE's express written consent;
 - vi. Access, tamper with, or use restricted areas of the IntelliAIDE Platform, IntelliAIDE's computer systems, or the technical delivery systems of IntelliAIDE's providers;
 - vii. Attempt to probe, scan, or test the vulnerability of any IntelliAIDE system or network or breach any security or authentication measures;
 - viii. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by IntelliAIDE or any of IntelliAIDE's

- providers or any other third party (including another user) to protect the IntelliAIDE Platform, IntelliAIDE Services, or Collective Content;
- ix. Attempt to access or search the IntelliAIDE Platform, IntelliAIDE Services, or IntelliAIDE Content or download IntelliAIDE Content or Account Holder Content from the IntelliAIDE Platform through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by IntelliAIDE or other generally available third-party web browsers;
 - x. Use the IntelliAIDE Services or IntelliAIDE Platform to send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation;
 - xi. Use any meta tags or other hidden text or metadata utilizing an IntelliAIDE trademark, logo URL, or product name without IntelliAIDE's express written consent;
 - xii. Use the IntelliAIDE Platform, IntelliAIDE Services, IntelliAIDE Content or Account Holder Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
 - xiii. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the IntelliAIDE Platform or IntelliAIDE Services to send altered, deceptive or false source-identifying information;
 - xiv. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the IntelliAIDE Platform or IntelliAIDE Services;
 - xv. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the IntelliAIDE Platform or IntelliAIDE Services; or
 - xvi. Encourage or enable any other individual to do any of the foregoing.
- b. IntelliAIDE has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. IntelliAIDE may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.
 - c. You acknowledge that IntelliAIDE has no obligation to monitor your access to or use of the IntelliAIDE Platform or IntelliAIDE Services or to review or edit any other user's Account Holder Content, but has the right to do so for the purpose of operating the IntelliAIDE Platform and IntelliAIDE Services, to ensure your compliance with these Terms, and to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.
 - d. IntelliAIDE reserves the right, at any time and without prior notice, to remove or disable access to any user that IntelliAIDE, at its sole discretion, considers to be in violation of these Terms or is otherwise harmful to the IntelliAIDE Platform or IntelliAIDE Services.

X. TERM AND TERMINATION.

- a. If you breach any of these Terms or our Privacy Policy, IntelliAIDE, at its sole discretion and without prior notice to you, has the right to suspend or disable your account or disable access to your Profiles, including those Profiles to which you have been permitted access by other account holders. IntelliAIDE reserves the right to revoke your access to and use

of the IntelliAIDE Platform and IntelliAIDE Services at any time, with or without cause.

- b. You may cancel your Account at any time by sending an email to support@intelliAIDE.com.

XI. DISCLAIMERS. THE INTELLIAIDE PLATFORM, INTELLIAIDE SERVICES, AND INTELLIAIDE CONTENT ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, INTELLIAIDE EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. INTELLIAIDE MAKES NO WARRANTY THAT THE INTELLIAIDE PLATFORM, INTELLIAIDE SERVICES OR INTELLIAIDE CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. INTELLIAIDE MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR INTELLIAIDE CONTENT AVAILABLE FROM OR OBTAINED THROUGH THE INTELLIAIDE SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY INTELLIAIDE CONTENT OR PROFILE CONTENT OBTAINED THROUGH THE INTELLIAIDE SERVICES. PROFILE CONTENT IS SUBMITTED SOLELY BY ACCOUNT HOLDERS AND INTELLIAIDE HAS NO RESPONSIBILITY OR LIABILITY FOR THE TRUTHFULNESS OR ACCURACY OF THE SAME. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM INTELLIAIDE OR THROUGH THE INTELLIAIDE PLATFORM OR INTELLIAIDE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

XII. LIMITATION OF LIABILITY.

- a. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE INTELLIAIDE PLATFORM AND INTELLIAIDE SERVICE REMAINS WITH YOU. NEITHER INTELLIAIDE NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE INTELLIAIDE PLATFORM OR INTELLIAIDE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTELLIAIDE PLATFORM OR INTELLIAIDE SERVICES OR THE INABILITY TO USE OR ACCESS A PROFILE OR ANY SPECIFIC PROFILE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT INTELLIAIDE HAS BEEN INFORMED OF THE

POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- b. IN NO EVENT WILL INTELLIAIDE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTELLIAIDE PLATFORM OR INTELLIAIDE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO INTELLIAIDE FOR USE OF THE SAME, IF YOU HAVE MADE ANY PAYMENTS TO INTELLIAIDE FOR USE OF THE SAME OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTELLIAIDE AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

XIII. INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS INTELLIAIDE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR ACCESS TO OR USE OF THE INTELLIAIDE PLATFORM, INTELLIAIDE SERVICES, ANY INTELLIAIDE CONTENT OR ANY ACCOUNT HOLDER CONTENT (WHETHER OR NOT IT IS A PROFILE YOU CREATED OR OTHERWISE), (II) ANY USE OF OUR INTELLIAIDE PLATFORM OR INTELLIAIDE SERVICES FOR ANY UNLAWFUL OR INAPPROPRIATE CONDUCT, OR (III) ANY ACT OR OMISSION BY YOU THAT CONSTITUTES AN ACTUAL OR ALLEGED VIOLATION OF THESE TERMS.

XIV. DISPUTE RESOLUTION. This Dispute Resolution and Arbitration Agreement shall apply if you (i) reside in the United States; or (ii) do not reside in the United States, but bring any claim against IntelliAIDE in the United States (to the extent not in conflict with Section XV(b), below).

- a. **Overview of Dispute Resolution Process.** IntelliAIDE is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process: (1) an informal negotiation directly with IntelliAIDE's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("AAA") using its specially designed Consumer Arbitration Rules (as modified by this Section). Specifically, the process provides:
 - i. Claims can be filed with AAA online (www.adr.org);
 - ii. Arbitrators must be neutral and no party may unilaterally select an arbitrator;
 - iii. Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
 - iv. Parties retain the right to seek relief in small claims court for certain claims, at their option;
 - v. The initial filing fee for the consumer is capped at \$200;

- vi. The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
 - vii. The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.
- b. **Pre-Arbitration Dispute Resolution and Notification.** Prior to initiating an arbitration, you and IntelliAIDE each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact IntelliAIDE's customer service team by emailing us at support@intelliAide.com. If after a good faith effort to negotiate, one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.
- c. **Agreement to Arbitrate.** You and IntelliAIDE mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement or interpretation thereof, or to the use of the IntelliAIDE Platform or the Collective Content (collectively, "Disputes") will be settled by the two-step process in this Section XIV(a), above. Should step 1 of this process not be successful, then resolution shall be by binding arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and IntelliAIDE agree that the arbitrator will decide that issue.
- d. **Exceptions to Arbitration Agreement.** You and IntelliAIDE each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction:
 - i. Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; and
 - ii. Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).
- e. **Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.
- f. **Arbitrator's Decision.** 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 with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.
- g. **Jury Trial Waiver.** You and IntelliAIDE acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.
- h. **No Class Actions or Representative Proceedings.** You and IntelliAIDE acknowledge

and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and IntelliAIDE both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute.

- i. **Severability.** In the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.
- j. **Changes.** Notwithstanding the provisions of Section III ("Modification of These Terms"), if IntelliAIDE changes this Section XIV ("Dispute Resolution") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of IntelliAIDE's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and IntelliAIDE in accordance with the provisions of the "Dispute Resolution and Arbitration Agreement" section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).
- k. **Survivability.** Except as provided in this Section XIV(j), this Section XIV will survive any termination of these Terms and will continue to apply even if you stop using the IntelliAIDE Platform or the IntelliAIDE Services, or terminate your IntelliAIDE account.

XV. GENERAL PROVISIONS.

- a. **Feedback.** We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the IntelliAIDE Services. You may submit feedback by emailing us at support@intelliAIDE.com, or via the Help and Feedback link on the IntelliAIDE Platform. You acknowledge and agree that if you submit any feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the feedback for any purpose without any compensation to you of any kind.
- b. **Governing Law.** These Terms and any action related thereto will be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights, as contemplated below in "Dispute Resolution" will be the state and federal courts located in the Harris County, Houston and each of the parties hereto waives any objection to jurisdiction and venue in such courts.
- c. **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between IntelliAIDE and you regarding the IntelliAIDE Platform and

IntelliAIDE Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between IntelliAIDE and you regarding the IntelliAIDE Platform and IntelliAIDE Services. In the event that you have elected to access restricted portions of the IntelliAIDE Platform or use additional IntelliAIDE Services, which are subject to additional terms and conditions, any additional terms and conditions applicable to that portion of the IntelliAIDE Platform or additional IntelliAIDE Service are expressly included within these Terms as well.

- d. **Restriction on Assignment.** You may not assign or transfer these Terms, by operation of law or otherwise, without IntelliAIDE's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. IntelliAIDE may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- e. **Notices.** Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by IntelliAIDE: (i) via email (in each case to the address that you provide in your account); or (ii) by posting to the IntelliAIDE Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.
- f. **Waiver.** The failure of IntelliAIDE to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of IntelliAIDE. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

If you have any questions about these Terms, please contact IntelliAIDE at support@intelliAIDE.com