

# Terms of Service

Last Updated: May 14, 2024

## 1. Your Acceptance

Welcome to <https://parta.io/> (the “Website”), the website and online service of Parta IO Corp., a Delaware corporation and its affiliates (“Parta.io”, “we”, or “us”). This page explains the terms by which you may use our online service, website, web-based or mobile-based applications and software provided or in connection with the service (collectively the “Service”). By accessing or using the Service, you agree to be bound by this Terms of Service (these “Terms”) and to the collection and use of your information as set forth in the Privacy Policy, which is incorporated herein by reference as an appendix to these Terms, whether or not you are registered user of our Service. These Terms apply to all visitors, users, members, contributors and others who access the Service (“you” or “User(s)”).

In some instances, a separate document that provides additional conditions may apply to a service or product offered via the Service (“Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

If you do not agree to the Terms or the Privacy Policy please stop using the Service immediately.

**THESE TERMS CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 14 OR IF YOU OPT-OUT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 14 BELOW WHICH ALSO DESCRIBES YOUR RIGHT TO OPT-OUT.**

## 2. Service

**Service in a Snapshot.** The Service is an online collaborative eLearning creation platform designed for team productivity with features such as real-time course creation, customizable branding, and project management.

**Eligibility.** You may use the Service only if (i) you are at least 18 years of age (or age of majority in your jurisdiction), (ii) you can form a binding contract with Parta.io, (iii) all registration information you submit is accurate and complete; and (iv) you are not barred or otherwise legally prohibited from accessing or using the Service under the applicable local, state or federal law. The Service may not be available to any User previously removed from using the Service by Parta.io.

### 3. Parta.io Accounts

Your Parta.io account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a Parta.io account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. By connecting to Parta.io with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper-and-lower case letters, numbers and symbols) with your account. You may not allow any other party to access or use the Service with your unique Username, password, or other security code. Parta.io will not be liable for any losses caused by any unauthorized use of your account.

### 4. Using Parta.io Service

**Representations and Warranties.** You represent and warrant that you will use Parta.io solely for lawful purposes in a manner consistent with these Terms and any and all applicable laws, regulations, or other legally enforceable obligations (including contractual obligations) you may have towards us and any third parties. You are solely responsible for any and all data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that is posted, submitted, displayed or uploaded through your account on Parta.io (such Content, "your

Content"). You understand that you may expose yourself to liability if your Content or other use of Parta.io violates applicable law or any third-party right.

**Prohibited Activities.** You agree not to engage in any of the following prohibited activities:

- Provide access to, distribute, sell, or sublicense the Service to third parties.
- Develop a similar or competing product or service using the Service.
- Engage in scraping, data mining, reverse engineering, decompiling, disassembling, or unauthorized access to the source code, non-public APIs, or unauthorized data of the Service, except as permitted by law (with prior notice to us).
- Modify, create derivative works of, or copy any part of the Service (except for authorized copies of the Software), or remove or obscure proprietary notices within the Service.
- Publish benchmarks or performance information about the Service, interfere with its operation, circumvent access restrictions, or conduct security or vulnerability tests without authorization.
- Transmit harmful materials to the Service, share user seats among multiple individuals, or engage in fraudulent, misleading, illegal, or unethical activities related to the Service.
- Use the Service to store or transmit illegal content.
- Impersonate others, create accounts under false pretenses, post content without necessary rights, or engage in activities violating these Terms, applicable laws, or third-party rights.
- Post defamatory, libelous, or fraudulent content, or content that doesn't reflect your honest opinion and experience.
- Act in a manner that is harassing, threatening, abusive, racist, bigoted, or otherwise objectionable.
- Promote illegal activities, disclose information in violation of confidentiality agreements, or violate any intellectual property or proprietary rights.

- Post pornographic, sexually explicit material, solicit personal information from minors, or engage in exploitation.
- Use the Service for unauthorized commercial activities, imply endorsement or partnership without written permission, or introduce harmful software.
- Circumvent any security feature of the Service or disrupt its operation and connected networks.

**Anti-discrimination.** Parta.io doesn't support and will not tolerate its Service being used to discriminate against others, especially when based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin. You are not permitted to use the Service in a manner which would or would likely incite, promote, or support such discrimination and you must not use the Service to incite or promote hostility or violence. If we believe in our sole determination that your use of the Service is being used to discriminate, especially if based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin, we may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason.

## 5. Payment

**Pricing.** Certain Service are offered under different pricing plans, the limits and features of which are available on our pricing page (to be created) or directly provided to you in writing. Your rights and obligations with respect to certain Service will be based on the pricing plan you choose.

**Subscription.** When you purchase our Service (each such purchase, a "Subscription"), you expressly authorize us or our third-party payment processor to charge you for such Service. All fees are stated and solely payable in U.S. Dollars (unless otherwise stated during the payment process), non-cancelable, non-refundable (except as otherwise expressly set forth in these Terms), and not subject to setoff. You represent and warrant that you have the legal right to use all payment methods that you provide to us.

**Recurring Payments.** All Subscription pricing plans involve recurring fees (each, along with any applicable taxes and other charges are a "Subscription Fee"). Depending on which options you choose, those fees may recur each month or year thereafter, at the then-current rate. Please note that our fees are subject to change, although we will notify you before we effect any change.

By agreeing to these Terms and purchasing a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or us. We (or our third-party payment processor) will automatically charge you in accordance with the term of your Subscription (e.g., each month or year), on the calendar day corresponding to the commencement of your Subscription using the payment information you have provided. Your Subscription continues until canceled by you or we terminate your access to or use of the Service or the Subscription in accordance with these Terms. In our discretion we may decide to invoice you directly instead of using third-party payment processor by providing you a written notice. To the extent we determine to invoice you directly, all fees shall be due within fourteen (14) days from the date of invoice.

**Cancellation.** You may cancel your Subscription at any time by emailing us at [support@parta.io](mailto:support@parta.io) or through your Parta.io account, but please note that such cancellation will only be effective at the end of the then-current Subscription period. Unless required by law, YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN-CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION.

**Taxes.** All fees do not include taxes, and you agree to: (a) pay all sales/use, gross receipts, value-added, GST, personal property, or other tax (including any interest and penalties) with respect to the transactions and payments under these Terms, other than taxes based on our income, employees, or real property; and (b) be responsible for any filing of any information or tax returns with respect thereto. If we were required to collect a tax and did not do so at the time of sale, we reserve the right to later charge you for the applicable tax.

**Late Fees.** Late payments will incur a service charge of 1.5% per month or the maximum permitted by law, whichever is lower.

## 6. Intellectual Property Rights

**Parta.io Contents.** The Service and the Parta.io platform are owned and operated by Parta.io. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Parta.io (the “Parta.io Contents”) are protected by United States or foreign copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and

proprietary rights, and applicable laws. Except for your Content that is provided and owned by the applicable user(s), all Parta.io Contents contained on the Service are the property of Parta.io or its subsidiaries or affiliated companies or third-party licensors. All trademarks, service marks, and trade names are proprietary to Parta.io or its affiliates or third-party licensors. Except as expressly authorized by Parta.io, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Parta.io reserves all rights not expressly granted in these Terms.

**Your Content.** You shall retain all rights, choices, control, and ownership of your Content. Parta.io does not claim ownership rights to Customer's Content. You hereby grant Parta.io a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable (solely to Third-Party Service to support the Service) license to access, use, reproduce, distribute, and translate your Content for Parta.io solely to provide the Service. For clarification, this license is granted solely for the purposes of (a) providing, operating, or improving the Service; (b) responding to support requests; and (c) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues and violations of these Terms.

You may revoke Parta.io's limited license to your Content and terminate Parta.io's rights at any time by terminating your access to the Service. However, some copies of your Content may be retained as part of Parta.io's routine backups, which will be protected as required under this Agreement until overwritten on a regularly scheduled basis.

**Feedback.** Parta.io shall be entitled to unrestricted use of any and all comments, suggestions, ideas, concepts with respect to the Service disclosed or offered or submitted by you to us (collectively, "Feedback"). We may use the said Feedback for any and all purposes whatsoever, commercial or otherwise, without any payment or other obligation to you or any other person involved with the Feedback.

## 7. Confidentiality

**Confidential Information.** We (the "Discloser") have disclosed or may disclose proprietary or non-public business, technical, financial, or other information ("Confidential Information") to you (the "Recipient"). Our Confidential Information expressly includes non-public information regarding features, functionality, and performance of the Service, including security related information.

**Obligations.** The Recipient will use the Discloser's Confidential Information only for the purpose of evaluating whether or not to use (or continue to use) the Services. The Recipient will not disclose the Discloser's Confidential Information to parties other than the Recipient's employees, contractors, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The Recipient will ensure that its Representatives are subject to no less restrictive confidentiality obligations than those herein. Notwithstanding the foregoing, the Recipient may disclose the Discloser's Confidential Information: (a) if directed by Discloser; or (b) to the extent required by applicable legal process, provided that the Recipient uses commercially reasonable efforts to (i) promptly notify the Discloser in advance, to the extent permitted by law, and (ii) comply with the Discloser's reasonable requests regarding its efforts to oppose the disclosure. The obligations set forth herein will survive for so long as these Terms are in effect between the parties and for five years thereafter.

## **8. Disclaimer of Warranties.**

THE SERVICE, INCLUDING WITHOUT LIMITATION, ALL MATERIALS, ARE MADE AVAILABLE ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND (II) PARTA.IO AND ITS EMPLOYEES, MANAGERS, MEMBERS, OFFICERS, SHAREHOLDERS, PARENT COMPANY, AGENTS, VENDORS AND CONTRACTORS (COLLECTIVELY, THE "PARTA.IO PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE CONTENT ON OR PROVIDED THROUGH THE SERVICE; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR THROUGH THE SERVICE; (D) ANY PRODUCTS, SERVICES OR INSTRUCTIONS OFFERED OR REFERENCED AT THE SERVICE; OR (F) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO OR FROM PARTA.IO OR VIA THE SERVICE. IN ADDITION, THE PARTA.IO PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM VIRUS.

The Parta.io parties do not make any representations or warranties that the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, reliable or otherwise. The Parta.io parties do not warrant that your use of the service or items are lawful in any particular jurisdiction, and the Parta.io parties specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to the extent such jurisdiction's law is applicable to these terms.

You are solely responsible for your interactions with advertisers and other users and we are not responsible for the activities, omissions, or other conduct, whether online or offline, of any advertiser or user of Parta.io. We are not responsible for any incorrect, inaccurate, or unlawful content (including any information in profiles) posted on Parta.io, whether caused by users or by any of the equipment or programming associated with or utilized in Parta.io. Under no circumstances shall we be responsible for any loss or damage resulting from the use of Parta.io or from any content posted on Parta.io or transmitted to users, or any interactions between users of Parta.io, whether online or offline.

## **9. Limitations on Liability**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ANY OF THE PARTA.IO PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE ACCESS OF, USE OR INABILITY TO USE OUR SERVICES AND/OR CONTENT, INCLUDING WITHOUT LIMITATION, USE OF OR RELIANCE ON INFORMATION, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETIONS OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NON-DELIVERY OF INFORMATION, DISCLOSURE OF COMMUNICATIONS, OR ANY OTHER FAILURE OF PERFORMANCE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PARTA.IO'S AGGREGATE LIABILITY UNDER THESE TERMS EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THESE TERMS FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

## **10. Anti-Spam Policy**

Parta.io prohibits the sending of unsolicited bulk email or text messages (spam). Spam is defined for this purpose as sending multiple messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior authorization has been obtained from the recipient or unless a business or personal relationship has already been established with the recipient. Parta.io also prohibits using false headers in emails or falsifying, forging or altering the origin of any email or text message in connection with Parta.io, and/or any products and services. Parta.io prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise.

IF YOU OR ANYONE YOU KNOW IS "SPAMMED" BY SOMEONE IN RELATION TO PARTA.IO'S SERVICES, PLEASE CONTACT US PROMPTLY SO THAT WE MAY TAKE APPROPRIATE ACTION.



## 11. Indemnity

You agree to defend, indemnify and hold harmless the Parta.io Parties, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Service; (b) your violation of any term of these Terms, including any breach of your representations, warranties and/or covenants; (c) any use that constitutes a prohibited activities described in Section 4; or (d) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms and your use of the Service.

You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

## 12. Third-Party Service

The Service may contain links to third-party platforms or websites (each, a "Third-Party Service"), and you may be able to share your publications on the Third-Party Service through the Service. You acknowledge and agree that we have no control over, and are not responsible for, these Third-Party Service or their use of your personal information. We do not endorse, recommend or vouch for the security of such Third-Party Service. We recommend that you review their terms of service and privacy policies before accessing and using the Third-Party Service.

## 13. Governing Law

You agree that (i) the Service shall be deemed solely based in Delaware; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Parta.io, either specific or general, in jurisdictions other than Delaware. These Terms shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts, located in Sussex county, Delaware, for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement of misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

## 14. Arbitration

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THESE TERMS AS A COURT WOULD.

Except as provided in subsection 14.9 below and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to these Terms or a breach thereof, the Privacy Policy, our relationship, or your use or attempted use of the Service or any product or service, shall be submitted to and finally resolved by individual, confidential arbitration under the rules of the American Arbitration Association ("AAA") then in effect. The following terms shall apply. You, Parta.io, or any involved third party may pursue a claim. Parta.io agrees to final and binding confidential arbitration should it have any claims against you. Likewise, you agree to final and binding confidential arbitration should you have any claims against Parta.io. By agreeing to arbitrate, you waive the right to go to court and agree instead to submit any claims to final and binding confidential arbitration. This arbitration provision sets forth the terms and conditions of our agreement to final and binding confidential arbitration and is governed by and enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §§ 1-16, as amended.

### 14.1 Required Pre-Dispute Procedures.

We acknowledge and agree that before initiating any claim against the other, we agree to first contact the other with a written description of the dispute, which shall include all relevant documents and information, and the proposed resolution. You may send the written description of any dispute

you have with us by e-mail to [support@parta.io](mailto:support@parta.io). Parta.io will contact you by letter at the billing address you provided to us or at the email address you provided to us. You agree to negotiate with Parta.io or its designated representative in good faith about your problem or dispute. If for some reason the dispute is not resolved within 60 days after receipt of the written dispute, we agree to the dispute resolution provisions below. Notwithstanding the foregoing or any other term of this arbitration agreement, we will have the right to seek injunctive or other equitable relief in state or federal court located in Sussex County, Delaware to enforce these Terms or prevent an infringement of a third party's rights or our intellectual property rights, as stated in subsection 14.9 below. You hereby expressly consent to, and forever waive any challenge to, the exclusive personal jurisdiction and venue of said courts in such actions.

#### **14.2 Commencing Arbitration.**

You and Parta.io agree to commence any arbitration proceeding within 1 year after the claim arises (the 1-year period includes the required pre-dispute procedures set forth above) and that any arbitration proceeding commenced after 1 year shall be forever barred

#### **14.3 Arbitration Location.**

If the amount in controversy is \$1,000 or less, then the arbitration may be conducted by telephone or by written submissions. Otherwise, the arbitration shall be conducted in Sussex County, Delaware, unless Parta.io otherwise agrees to arbitrate in another forum requested by you.

#### **14.4 Organization, Rules, and the Arbitrator.**

We each agree that any and all claims other than those exempted under subsection 14.9 below shall be submitted to final and binding confidential arbitration before a single arbitrator of the American Arbitration Association ("AAA"). Either party may commence the arbitration process by submitting a written demand for arbitration with the AAA, and providing a copy to the other party, within the time period set forth in subsection 14.2 above. The arbitrator shall be selected by agreement of the parties or, if the parties cannot agree, chosen in accordance with Rules of the AAA. The arbitration will be conducted in accordance with the provisions of the AAA's Commercial Arbitration Rules and Mediation Procedures in effect at the time of submission of the demand for arbitration. The AAA's Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Policy, and this arbitration

provision. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or Parta.io.

#### **14.5 Fees.**

Payment of all filing, administration and arbitrator fees will be governed by the AAA's Rules. We will reimburse the fees charged by the arbitrator for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. In all other respects, the parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

#### **14.6 Governing Law and Award.**

The arbitrator shall follow the substantive law of the State of Delaware without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

#### **14.7 Enforceability.**

This provision survives termination of your account or relationship with Parta.io, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

#### **14.8 Miscellaneous.**

Failure or any delay in enforcing this arbitration provision in connection with any particular claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims except all claims must be brought within the 1 year limitation period set forth above. This

provision is the entire arbitration agreement between you and Parta.io and shall not be modified except in writing by Parta.io.

#### **14.9 Exceptions.**

Notwithstanding the foregoing, and as an exception to final and binding confidential arbitration, you and Parta.io both retain the right to pursue, in small claims court, any claim that is within that court's jurisdiction and proceeds on an individual (non-class) basis, including overdue account matters within the small claims court's jurisdiction. Parta.io will not demand arbitration in connection with any individual claim that you properly file and pursue in a small claims court, so long as the claim is and remains pending in that court. The following claims shall not be subject to final and binding arbitration and must be adjudicated only in the state or federal courts located in the State of Delaware: (i) any dispute, controversy, or claim relating to the infringement or validity of our proprietary rights, including without limitation, trademarks, service marks, trade dress, copyrights, trade secrets, or patents, or the intellectual property rights of a third-party; or (ii) an action by Parta.io for temporary, preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or other provisional relief, against you for breach or threatened breach of these Terms. You expressly agree to refrain from bringing or joining any claims that are excluded from final and binding arbitration pursuant to this subsection 14.9 in any representative or class-wide capacity, including but not limited to bringing or joining any claims in any class action or any class-wide arbitration. Small claims matters may be filed in any small claims court with personal and subject matter jurisdiction over the parties. For all other matters excluded from final and binding arbitration by this subsection 14.9, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Sussex County, Delaware, and forever waive any challenge to said courts' jurisdiction and venue.

#### **14.10 Amendments.**

Parta.io reserves the right to amend this arbitration provision at any time. Your continued use of the Service, purchase of any product or services on or through the Service, or use or attempted use of a Parta.io product or service, is affirmation of your consent to such changes. Should the changes to this arbitration provision be material, Parta.io will provide you notice and an opportunity to opt-out. Your continued use of the Service, purchase or use of any products or services on or through the Service, or use or attempted use of a Parta.io product or service, is affirmation of your consent to such material changes.

YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE

ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU PURCHASE, USE, OR ATTEMPT TO USE A SERVICE OR PRODUCT PURCHASED ON OR THROUGH THE WEBSITE (WHICHEVER COMES FIRST) BY WRITING TO US AT [support@parta.io](mailto:support@parta.io). FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE IDENTIFYING ANY PRODUCT OR SERVICE YOU PURCHASED, USED OR ATTEMPTED TO USE WITHIN THE 30 DAYS AND THE DATE YOU FIRST PURCHASED, USED, OR ATTEMPTED TO USE THE PRODUCT OR SERVICE. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

## 15. Severability

In the event that a provision of these Terms is found to be unlawful, conflicting with another provision of the Terms, or otherwise unenforceable, the Terms will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of these Terms are deemed to conflict with each other's operation, Parta.io shall have the sole right to elect which provision remains in force.

## 16. Non-Waiver

We reserve all rights permitted to us under these Terms as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of these Terms or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

## 17. Term and Termination

**Term.** The term of these Terms will commence as agreed upon and will continue so long as you maintain an active Subscription.

**Termination for Cause by User.** You may terminate these Terms for Parta.io's material breach, provided that Parta.io is given prior written notice of the breach and a thirty (30) day opportunity to remedy it. If the breach remains unremedied post-cure period, you are entitled to a prorated refund of any prepaid fees for the unused portion of the applicable Subscription period. This refund request must be submitted in writing to Parta.io Customer Support at [EMAIL] within thirty (30) days following the termination's effective date.

**Termination by Parta.io.** Parta.io reserves the right to terminate or suspend your access to the Service at any time. If Parta.io terminates or suspends your access for no reason, you will be entitled to a pro-rata refund based on the remaining period of your current Subscription. However, if your access is terminated or suspended due to your breach of these Terms by you, you will not be entitled to any refund. Upon any termination or suspension, you are still bound by the obligations set forth in these Terms. Should your account be terminated, you must obtain explicit written authorization from Parta.io prior to creating a new account. Failure to obtain such authorization before attempting to establish a new account may result in a permanent ban from the Service.

## 18. Assignment

You may not assign your rights and/or obligations under these Terms to any other party without our prior written consent. We may assign our rights and/or obligations under these Terms to any other party at our discretion.

## 19. Modifications

We reserve the right, at our discretion, to update, change, modify, add, or remove portions of these Terms at any time by posting the amended Terms on our website and, although not obligated, we may choose to provide additional notice, such as an email message or messaging within the Service, especially for material changes. It is important that you review these Terms regularly to ensure you are updated on any changes. Changes to these Terms are effective seven (7) days after being posted on our website, unless stated otherwise. Your continued use of the Service after any such updates take effect constitutes your agreement to the new terms. In the event of any material changes, disputes arising under these Terms will be governed by the version of the Terms in effect at the time the dispute arises.

## 20. DMCA Policy

Parta.io respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998 (DMCA), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>. As part of our response, we may remove or disable access to material, links or references residing on our Website or through our Service that is claimed to be infringing.

Parta.io does not control content hosted on third party websites and cannot remove content from sites it does not own or control. If you are the copyright owner of content hosted on a third-party site, and you have not authorized the use of your content, please contact the administrator of that website directly to have the content removed.

Before serving either a DMCA Notice of Infringement, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other applicable laws. The following notice requirements are intended to comply with Parta.io's rights and obligations under the DMCA and, in particular, 17 U.S.C. §512(c), and do not constitute legal advice.

**Parta.io Repeat Infringer Policy.** It is Parta.io policy to provide for the termination, in appropriate circumstances, of Parta.io's users, customers and account holders who repeatedly violate this policy or are repeat infringers of copyrighted works, trademarks, or any other intellectual property.

## 21. Force Majeure

Parta.io will not be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, so long as it uses commercially reasonable efforts to avoid or remove those causes of non-performance. If Parta.io believes in good faith that it is legally prohibited from providing you or your Authorized Users with the Services, we may freeze your account and/or cancel your subscription at Parta.io's sole discretion.

## 22. Order Form

Parta.io in its discretion may provide the Service under any ordering documents, regardless of form, agreed to between you and us which set forth the Service accessed by you and any relevant pricing ("Order Form"). If an Order Form is executed, the Order Form is expressly incorporated to this



Agreement by reference. To the extent there is any conflict between the terms of the Order Form and these Terms, the terms of the Order Form shall prevail.

### **23. Trials and Betas**

If you receive access to the Service or any feature of the Service on a free or trial basis or as an alpha, beta or early access offering (“Trials and Betas”), use is permitted only for your internal evaluation during the period designated by Parta.io (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Parta.io may never release, and their features and performance information are Parta.io’s Confidential Information. Notwithstanding anything else in these Terms, Parta.io provides Trials and Betas “AS IS” with no warranty, indemnity or support and its liability for Trials and Betas will not exceed US\$50.