

Terms of Service

The following terms and conditions (“Terms”) govern all use of the Mediate website, web extensions, and applications. Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Mediate’s Privacy Policy) and procedures that may be published from time to time by Mediate (collectively, the “Agreement”). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services. If these Terms are considered an offer by Mediate, acceptance is expressly limited to these Terms.

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 13 (or 16 in the European Union). If you are younger than this, you may not register for or use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older (16 years or older in the European Union).

Use of our Services requires an email account and name. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

- 1. Your Mediate Account.** You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with your account. You must immediately notify Mediate of any unauthorized uses of your account or any other breaches of security. Mediate will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- 2. Responsibility of Users.** If you make (or allow any third party to make) material available (any such material, “Content”), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using Mediate, you represent and warrant that your Content and conduct do not violate these Terms. By submitting Content to Mediate, you grant Mediate a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content. This license allows Mediate to make publicly-posted content available to third parties selected by Mediate so that these third parties can analyze and distribute (but not publicly display) your content through their services. If you delete Content, Mediate will use reasonable efforts to remove it from Mediate, but you acknowledge that caching or references

to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Mediate has the right (though not the obligation) to, in Mediate's sole discretion, (i) reclaim your username due to prolonged inactivity, (ii) refuse or remove any content that, in Mediate's reasonable opinion, violates any Mediate policy or is in any way harmful or objectionable, or (iii) terminate or deny access to and use of Mediate's Services to any individual or entity for any reason. Mediate will have no obligation to provide a refund of any amounts previously paid.

3. **Third-Party Materials.** We have not reviewed, and cannot review, all of the material posted to our Services by users or anyone else ("Materials"), and are not responsible for any Materials' content, use, or effects. We do not endorse any Materials or represent that Materials are accurate, useful, or non-harmful. We also disclaim any responsibility for any harm resulting from anyone's use, purchase or downloading of Materials. If you access or use any Materials, you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Materials may be offensive, indecent, objectionable, or include technical inaccuracies, typographical mistakes, and other errors, or violate or infringe the privacy or publicity rights, intellectual property rights, (see section 9 below to submit copyright complaints) and other proprietary rights, of third parties. We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes, between you and the provider of any Materials. Last thing: Please note that additional terms and conditions may apply to the downloading, copying, purchase, or use of Materials.
4. **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Mediate links or integrates with, and that make use of Mediate's Services. Mediate does not have any control over those third-party websites, and is not responsible for their contents or their use. By linking to a third-party website, Mediate does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Mediate disclaims any responsibility for any harm resulting from your use of third-party websites and webpages.
5. **Advertisements.** Mediate reserves the right to display advertisements on unless you have purchased a plan that includes the removal of ads.
6. **Prohibited Uses.** When using Mediate's Services, you agree not to:
 - Publish material or engage in activity that is illegal under applicable law.
 - User Mediate's Services to overburden Mediate's systems, as determined by us in our sole discretion.
 - Disclose the sensitive personal information of others.
 - Send spam or bulk unsolicited messages.
 - Interfere with, disrupt, or attack any service or network.
 - Distribute material that is or enables malware, spyware, adware, or other malicious code.

- 7. Copyright Infringement and DMCA Policy.** As Mediate asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Mediate violates your copyright, you are encouraged to notify Mediate. Mediate will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Mediate will terminate a user's account access to and use of the website if, under appropriate circumstances, the user is determined to be a repeat infringer of the copyrights or other intellectual property rights of Mediate or others. In the case of such termination, Mediate will have no obligation to provide a refund of any amounts previously paid to Mediate.
- 8. Intellectual Property.** This Agreement does not transfer from Mediate to you any Mediate or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Mediate. Mediate and all other trademarks, service marks, graphics and logos used in connection Mediate or our Services, are trademarks or registered trademarks of Mediate. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any Mediate or third-party trademarks.
- 9. Changes.** We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.
- 10. Termination.** Mediate may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Mediate account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 11. Disclaimer of Warranties.** Our Services are provided "as is." Mediate and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Mediate nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.
- 12. Jurisdiction and Applicable Law.** Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be

governed by the laws of the state of New York, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located New York, New York

13. **Arbitration Agreement.** Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in New York, New York, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees.
14. **Limitation of Liability.** In no event will Mediate, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Mediate under this Agreement during the twelve (12) month period prior to the cause of action. Mediate shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
15. **General Representation and Warranty.** You represent and warrant that your use of our Services:
 - Will be in strict accordance with this Agreement;
 - Will comply with all applicable laws and regulations (including without limitation all applicable laws regarding online conduct and acceptable content, the transmission of technical data exported from the United States or the country in which you reside, privacy, and data protection); and
 - Will not infringe or misappropriate the intellectual property rights of any third party.
16. **US Economic Sanctions.** You expressly represent and warrant that your use of our Services and or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and Mediate reserves the right to terminate accounts or access of those in the event of a breach of this condition.
17. **Indemnification.** You agree to indemnify and hold harmless Mediate, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims and expenses, including attorneys’ fees, arising out of or related to your use of our Services, including but not limited to your violation of this Agreement, materials (such as computer software, items for sale, or content) that you post, and any ecommerce activities conducted through your or another user’s site.
18. **Translation.** These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict

between a translated version of these Terms of Service and the English version, the English version will control.

19. **Miscellaneous.** This Agreement constitutes the entire agreement between Mediate and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Mediate, or by the posting by Mediate of a revised version.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Mediate may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.