

COMPANION PROTECT, LLC

TERMS OF USE

Last Updated: August 22, 2023

Please carefully read these Terms of Service (this “Agreement”). This Agreement between you and Companion Protect, LLC as well as our affiliates and subsidiaries (collectively “Companion Protect”, “us”, “our”, or “we”) governs your use of the websites, applications, and electronic communications that link to this Agreement (collectively, the “Platform”) and the training materials, content, and services available through the Platform (collectively, Platform and all related materials, content, and services are referred to herein as the “Services”).

BY ACCESSING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT WITHOUT ANY MODIFICATION. DO NOT ACCESS OR USE THE SERVICES IN ANY WAY IF YOU DO NOT AGREE TO THIS AGREEMENT. IF YOU ARE ACCESSING AND USING THE SERVICES ON BEHALF OF AN ENTITY, YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF SUCH ENTITY AND TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT.

IMPORTANT NOTICE: YOUR USE OF THE SERVICES IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION 11, REQUIRING ALL CLAIMS TO BE RESOLVED VIA INDIVIDUAL BINDING ARBITRATION.

1. *Registration and Eligibility for Services*

- A. **Registration.** To utilize some of the Services’ features, you must register and create an account. To create an account, you must complete the registration process by providing Companion Protect with complete and accurate information as prompted by the registration form, including contact information, a username, and password. You shall use a strong and unique password, protect your password, and take full responsibility for your own and third-party activities that occur under your account. You agree to notify Companion Protect immediately of any unauthorized use of your account or any other breach of security via email to privacy@companionprotect.com.
- B. **Refusal of Service.** Companion Protect reserves the right, with or without notice, to terminate the account of, or refuse service to, any persons that violate this Agreement, violate any party’s intellectual property rights, misuse the Services, or otherwise engage in inappropriate conduct, as determined by Companion Protect in its sole discretion.
- C. **Information Submission and Age Restriction.** By submitting any information, including any User Content as defined below, through the Services, you represent and warrant that you are 18 years of age or older, and, if under the age of majority in your state, you are either an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into this Agreement and use the Services. Companion Protect does not intend to use the Services to collect any information from children under age 18. Pursuant to 47 U.S.C. § 230(d), you are notified that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. For information on providers of such services, contact your information technology professional.
- D. **Electronic Communications and Notices.** By accepting this Agreement and using the Services, you consent to receive electronically all communications or notices sent by Companion Protect regarding the Services or this Agreement to any email address you provide to Companion Protect. It is your responsibility to maintain current contact information with Companion Protect through the Services or by contacting us with any changes. To receive electronic communications, you must have internet access and an e-mail account. Companion Protect may send you communications in a non- electronic (paper) format in Companion Protect’s discretion.

You shall provide any notices to us under this Agreement by e-mail or US mail/Courier using the contact information provided in Section 16. Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail or through posting notices to your account. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. You may print the communications for your records.

2. **Revisions to this Agreement.** We may revise and update this Agreement from time to time and will post the updated Agreement to the Services. Unless otherwise stated in the amended version of the Agreement, any changes to this Agreement will apply immediately upon posting. Other than updating the date at the top of the Agreement, we generally will not notify you of any such changes by email or other personal contact, but we reserve the right to do so. You should revisit this Agreement on a regular basis as revised versions will be binding upon you. Your continued use of the Services will constitute your acceptance of any new provisions within the revised Agreement.

3. **Access to and Use of the Services; Proprietary Rights.**

A. **Ownership.** All written content, videos, or other materials prepared and posted by Companion Protect (not including User Content (defined below)), and the Services design, layout, look, appearance, and graphics, as well as the trademarks, service marks, and logos contained on the Services (collectively, "Companion Protect Content") are owned by or licensed to Companion Protect and are subject to copyright, trademark, and other intellectual property rights under the United States and foreign laws and international conventions. Companion Protect reserves all rights not expressly granted in, and to, the Services and the Companion Protect Content.

B. **Access and Use of the Services.** Subject to, and in accordance with, this Agreement, and contingent upon all required payments, Companion Protect agrees to provide you with a non-exclusive, non-transferable account enabling you to access and use the Services for your needs only (and not for service bureau, time-sharing, or similar services). Each user account is valid for one user only and may not be shared concurrently or otherwise by or among multiple users. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You are not permitted to use, share, or transfer access to the Services in excess of the usage limitations set forth in this Agreement or in any manner not expressly authorized by this Agreement or applicable law. Your authorization to access and use the Services is automatically revoked if you violate any of this Agreement. Companion Protect reserves the right to revoke your authorization to access or use the Services at any time for any reason. Except as otherwise provided in this Agreement, no part of the Services and no Companion Protect Content may be copied, reproduced, uploaded, posted, publicly displayed, transmitted, or distributed in any way to any other computer, server, services, or other medium for publication or distribution or for any commercial use without Companion Protect's prior express written consent. Your access to the Services is provided on a temporary basis with no guarantee for future availability.

C. **Services Availability.** We reserve the right to withdraw or amend the Services, and any service or material we provide on the Services, in our sole discretion without notice. There may be times when the Services are unavailable due to technical errors or for maintenance and support activities. We do not represent, warrant, or guarantee that the Services will always be available or are completely free of human or technological errors. We will not be liable if, for any reason, all or any part of the Services is unavailable at any time or for any period.

You must provide the equipment and internet connections necessary to access the Services at your own expense. We do not guarantee that the Services will operate with your computer, mobile device, internet service plans, or mobile provider service plans or with any particular computer or other piece of hardware, software, equipment, or device you install on or use with your computer.

- D. **Changes to the Content and the Services.** We may update the content on the Services from time to time, but its content is not necessarily complete or up to date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

We may from time to time develop and provide updates to the Services, which may include upgrades, bug fixes, patches and other error corrections or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that all Updates will be deemed part of the Services and be subject to all terms and conditions of this Agreement.

You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

- E. **Security.** You shall be solely responsible for the security, confidentiality, and integrity of all information that you receive, transmit through or store on the Services. You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet, email, or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus and malicious software protection, accuracy of data input and output, and for maintaining a means external to the Services for any reconstruction of any lost data. No data transmission over the Internet can be guaranteed to be 100% safe. **Thus, we cannot warrant that your information will be absolutely secure.** You shall be solely responsible for any authorized or unauthorized access and use of your account by any person. You have the affirmative responsibility to monitor and control access to your account login credentials and information.

User Data after Termination. In the event you terminate this Agreement or your access to the Services is otherwise revoked, you will no longer be able to access your user data through the Services. However, if requested within thirty (30) days after the effective date of such cancellation, termination, or revocation, Companion Protect will make available to you for download a file of your user data in comma separated value (.csv), .pdf, or other mutually agreeable and supported format. After such thirty-day period, Companion Protect shall have no obligation to maintain or provide any user data and may thereafter, unless legally prohibited, delete all user data in its systems or otherwise in its possession or under its control.

4. **User Representations; Restrictions on Use of Services.** You represent and warrant to Companion Protect that:
- You meet the age requirements as stated in Section 1(C);
 - Your use of the Services does not and will not constitute a breach or violation of any other agreement, contract, terms of use, or similar policy or understanding to which you are or may be subject;
 - You will not use the Services to violate any statute, law, rule or regulation, to violate any agreement between Companion Protect and you, or to otherwise violate the legal rights of Companion Protect or any third person;
 - All information provided by you to Companion Protect is truthful, accurate and complete;
 - You are an authorized signatory of the credit or debit card, ACH account or other payment method, if any, provided to Companion Protect to pay the fees, taxes, purchase prices, and other charges;
 - You have provided and will maintain accurate and complete registration information with Companion Protect, including, without limitation, your legal name, address, and telephone number;
 - You will not access or use the Services in order to gain competitive intelligence about Companion Protect, the Services, or any product or service offered by Companion Protect or to otherwise compete with Companion Protect;
 - You are in fact an authorized representative of the entity on behalf of which you purport to act; and
 - You comply with all the terms and conditions of this Agreement.

In addition to complying with any other posted terms and conditions applicable to your use of the Services, you agree that when using the Services, you will not:

- Harm any person(s) in any way;
- Use the Services or any Companion Protect Content in any way or for any purpose that would violate, or would have the effect of violating, any applicable laws, rules or regulations or any rights of any third parties, including without limitation, any law or right regarding any copyright, patent, trademark, trade secret, or other proprietary or property right, false advertising, telemarketing, unfair competition, defamation, invasion of privacy, rights of celebrity, or other federal or state law, rule, or regulation;
- Delete, modify, or attempt to change or alter any of the Companion Protect Content or notices on the Services;
- Introduce into the Services any virus, rogue program, time bomb, drop dead device, back door, Trojan horse, ransomware, worm or other malicious or destructive code, software routines, denial of service attack, or equipment components designed to permit unauthorized use or access to the Services, or to otherwise harm other users, Companion Protect Content, or any third parties, or perform any such actions;
- Attempt to circumvent any security control.
- Use artificial intelligence ("AI") to interface with or attack the Services, or mimic or impersonate a user.
- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services;
- Use the Services to commit fraud or conduct other unlawful activities or to impersonate any person or otherwise falsely state or misrepresent your relationship with a person;
- Access or attempt to access any other person's account, information, or content without permission;
- Copy, modify, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Services is based;
- Use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or scraping the information contained on the Services for any reason;
- Frame or mirror any part of the Services;
- Connect to or access any Companion Protect computer system or network without authorization;
- Use any of Companion Protect's trademarks without approval, or remove or modify any copyright, trademark, or other intellectual property notice that appear on the Platform;
- Use the information in the Services to create or sell a similar service; or
- Attempt to, or permit or encourage any third party, to do any of the above.

To protect the integrity of the Services, Companion Protect reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Services. You may not use any technologies or processes to circumvent any IP blocks or other mechanism put in place by Companion Protect to limit, restrict, or prevent access to the Services.

5. ***User-Generated Content.*** We may choose to allow you to post or comment ("User Generated Content") on our social media properties. Such User Generated Content is your sole responsibility, and you assume all risks associated with it. Under no circumstances will we be liable in any way for your User Generated Content or for any loss or damage of any kind incurred as a result. We reserve the right to monitor, modify or delete any posts or content within our social media properties at any time, without prior notice, including User Generated Content.

Companion Protect further reserves the right to block any user from accessing, commenting, posting, or further interacting with our social media properties should they post User Generated Content which we deem to be offensive, inappropriate, harassing, advertising, illegal, off-topic, or that otherwise violates the terms of this Agreement.

6. **User Privacy.** The Services are governed by the Companion Protect Privacy Policy (“Privacy Policy”) which is located at <https://poweredbycompanionprotect.com/privacy-policy>. Please read the Privacy Policy before accessing the Services or providing any personal information through the Services. Your continued use of the Services is considered your acceptance of the then current Privacy Policy.
7. **Third Party Websites and Services.** The Services may use or provide access to one or more third parties to process payments, process account or user registrations, or provide other services. Your interactions with any of these third parties is controlled by the terms and conditions imposed by those third parties. Any disputes arising regarding a third party’s services must be resolved directly between user and the third party. Companion Protect disclaims all warranties or representations regarding any third-party services. Companion Protect, in its sole discretion, and without notice to you or any user, may subcontract any services related to the Services to be performed by a third party.
8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS WE OTHERWISE EXPRESSLY PROVIDE IN THIS AGREEMENT, THE SERVICES AND ALL RELATED SERVICES OF COMPANION PROTECT ARE PROVIDED “AS IS”. USE OF THE SERVICES IS AT YOUR SOLE RISK. WE, OUR THIRD-PARTY LICENSORS, AND BUSINESS PARTNERS DO NOT WARRANT OR MAKE ANY PROMISES REGARDING THE CORRECTNESS, USEFULNESS, ACCURACY, AVAILABILITY, OR RELIABILITY OF: (i) YOUR USE OR THE RESULTS OF YOUR USE OF THE SERVICES; (ii) ANY ADVICE YOU GLEAN FROM THE SERVICES WHETHER PROVIDED BY US OR A THIRD PARTY; OR (iii) ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICES. WE DO NOT PROMISE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. WE GIVE NO WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WE, OUR THIRD-PARTY LICENSORS, AND BUSINESS PARTNERS WILL HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, OR CONTENT. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING ERRORS, OMISSIONS, DELAYS, OR DEFECTS IN THE SERVICES OR ANY INFORMATION SUPPLIED TO YOU VIA THE SERVICES, OR THAT FILES AVAILABLE THROUGH SERVICES ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT INCLUDE OR MANIFEST CONTAMINATING OR DESTRUCTIVE CHARACTERISTICS. COMPANION PROTECT IS NOT A BACKUP SERVICE FOR STORING USER DATA, AND COMPANION PROTECT SHALL HAVE NO LIABILITY REGARDING ANY LOSS OF USER DATA. USERS ARE SOLELY RESPONSIBLE FOR CREATING BACKUPS OF ANY USER DATA UPLOADED USING THE ONLINE SERVICES.

WHILE COMPANION PROTECT USES COMMERCIALY REASONABLE EFFORTS TO UPDATE THE SERVICES IN ACCORDANCE WITH CONTINUALLY CHANGING LAWS, CODES, STANDARDS, REQUIREMENTS AND REGULATIONS (COLLECTIVELY, “LAWS”), INFORMATION AND FORMS, USER MUST ALWAYS EXAMINE THE MOST CURRENT LAWS, INFORMATION AND FORMS TO ENSURE THAT USER IS IN FULL COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, COMPANION PROTECT DOES NOT WARRANT THAT USE OF THE SERVICES WILL RESULT IN USER’S COMPLIANCE WITH ANY APPLICABLE LAWS, AND USER UNDERSTANDS AND ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ENSURING ITS COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS. BY PROVIDING THE SERVICES, COMPANION PROTECT IS NOT PROVIDING USER WITH LEGAL ADVICE.

THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THESE DISCLAIMERS MAY NOT APPLY TO YOU. ALL PRODUCTS YOU PURCHASE THROUGH THE SERVICES ARE SOLD BY THE SELLER AND NOT BY COMPANION PROTECT.

9. **LIMITATION OF LIABILITY**

- A. **SERVICES AND RELATED CONDUCT.** NEITHER COMPANION PROTECT, NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS,

AGENTS, CONTRACTORS, BUSINESS PARTNERS, LICENSORS, EMPLOYEES, ASSIGNEES, AND SUCCESSORS-IN-INTEREST (COLLECTIVELY, THE "COMPANION PROTECT PARTIES"), WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS OR LOSS OF GOODWILL OR BUSINESS REPUTATION OR LOSS OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR OTHER INTANGIBLE LOSS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, RELATING TO THIS AGREEMENT, YOUR USE OF THE SERVICES, OR ANY INFORMATION YOU OBTAIN ON IT, OR ANY OTHER INTERACTION WITH THE SERVICES, AND YOU VOLUNTARILY AND UNEQUIVOCALLY WAIVE ANY LIABILITY OF THE COMPANION PROTECT PARTIES. FURTHER, COMPANION PROTECT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO YOU AS A RESULT OF: (A) THE USE OF OR INABILITY TO USE THE SERVICES; (B) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER CAUSED BY YOUR ACCESS TO, USE, OR MISUSE OF THE SERVICES; (C) ANY RELIANCE, WHETHER DIRECTLY OR INDIRECTLY, PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO, AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY FINANCIAL INSTITUTION, LENDER, LICENSOR, DISTRIBUTOR, FULFILLMENT CENTER, SUPPLIER, SPONSOR OR ANY OTHER THIRD PARTY FOR WHOM YOU ARE ASKING PRODUCTS OR SERVICES; (D) ANY CHANGES WHICH COMPANION PROTECT MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (E) THE DELETION OF, CORRUPTION OF, OR FAILURE TO CURE, ANY CONTENT, DATA, INFORMATION AND/OR OTHER COMMUNICATIONS OR DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; OR (F) YOUR FAILURE TO PROVIDE COMPANION PROTECT WITH ACCURATE INFORMATION. COMPANION PROTECT IS NOT AN INSURER WITH REGARD TO PERFORMANCE OF THE SERVICES. THE DISCLAIMER OF WARRANTIES AND THE LIMITATION OF LIABILITY AND REMEDY ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR USER TO OBTAIN THE RIGHTS TO USE THE SERVICES AT THE SPECIFIED PRICE, IF ANY. USER AGREES TO ASSUME THE RISK FOR: (i) ALL LIABILITIES DISCLAIMED BY COMPANION PROTECT CONTAINED HEREIN; AND (ii) ALL ALLEGED DAMAGES IN EXCESS OF THE AMOUNT, IF ANY, OF THE LIMITED REMEDY PROVIDED HEREUNDER. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES WILL BE TO STOP USING THE SERVICES.

- B. **COMPANION PROTECT'S MAXIMUM LIABILITY FOR ANY CLAIM.** IN ANY EVENT, THE MAXIMUM TOTAL LIABILITY OF THE COMPANION PROTECT PARTIES, FOR ANY CLAIM WHATSOEVER RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR USE OF THE SERVICES OR PURCHASE OF A PRODUCT THROUGH THE SERVICES OR YOUR USE OF ANY SUCH PRODUCT, INCLUDING CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND YOUR SOLE REMEDY, SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00 USD).
- C. **State Law Waiver.** In entering into this release, you expressly waive any protections (whether statutory or otherwise), including Section 1542 of the California Civil Code if applicable (and any other comparable statute), that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. Section 1542 of the California Civil Code reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

10. **Indemnification.** To the fullest extent permitted by applicable law, you agree to hold harmless, indemnify, and defend Companion Protect from and against any and all claims (including liabilities, fines, damages, losses,

costs, expenses, and reasonable attorneys' fees) arising out of or relating to (i) your use of the Services; (ii) your breach of any term or condition of this Agreement, (iii) your acts or omissions during use of the Services, or (iv) your unauthorized acts or omissions during use of the Services.

You will have the right to defend and compromise such claim at your expense for the benefit of the Companion Protect Parties; provided, however, you will not have the right to obligate the Companion Protect Parties in any respect in connection with any such settlement without the written consent of the indemnified party; provided, further, Companion Protect will have the right to participate in the defense of such claim at its expense using counsel of its choice. Notwithstanding the foregoing, if you fail to assume your obligation to defend or if Companion Protect elects to defend such claims itself, the Companion Protect Parties may do so to protect their interests and you will reimburse all costs incurred by the Companion Protect Parties in connection with such defense.

11. ***Agreement to Arbitrate and Prohibition on Class Actions***

- A. **Choice of Law.** The validity, construction, and effect of this Agreement will be governed by the laws of the state of Kansas, without giving effect to that state's conflict of laws rules. Any legal suit, action or proceeding arising out of, or related to, the Agreement or the Services, shall be instituted exclusively in the federal courts of the United States or the courts of the State of Kansas, in each case located in Kansas, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country or county of residence, or any other relevant country or county. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- B. **Arbitration Procedure.** If you have any issue or dispute with Companion Protect you agree to first contact us at legal@companionprotect.com and attempt to resolve the dispute with us informally. All disputes arising out of, or relating to, this Agreement (including formation, performance, breach, enforceability, and validity of this Agreement), our operation of the Services, or a purchase made through the Services shall be resolved by final and binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be held in the state of Kansas or another location if Companion Protect consents to such other location, which consent may be withheld in the sole discretion of Companion Protect. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- C. **Waiver of Class Actions; Jury Trials.** We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. Class actions and class arbitrations are prohibited. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial.
- D. **Limitation on Claims.** No action arising under this Agreement may be brought by any user more than one (1) year after the cause of action has accrued.
- E. **Injunctive Relief.** Without prejudice to the agreement to resolve disputes in binding arbitration set forth in the previous paragraph, either party to this Agreement may obtain preliminary injunctive relief in a court of competent jurisdiction, for the purpose of enforcing any of the terms of this Agreement pending a final determination in arbitration or permanent relief for the purpose of enforcing arbitral awards.

12. ***Hyperlinks.*** A link from the Services to a non-Companion Protect website, application, or domain does not mean that Companion Protect endorses or accepts any responsibility for the content, functioning, policies, or use of such services, and you enter any such website at your own risk. It is your responsibility to take precautions to ensure that whatever website or other online materials that you select for use are free of viruses and other items of a destructive nature. Additionally, we suggest you review the linked site's terms of service and privacy

policy, and if you do not agree to be bound by the terms of that site, terminate your visit to that site. We are not responsible for the privacy policies and practices of the sites operated by our business partners or other third parties. Companion Protect expressly disclaims any liability related to such sites. Companion Protect also prohibits unauthorized hypertext links to the Services or the framing of any content available through the Services. Companion Protect reserves the right to disable any unauthorized links or frames.

13. ***Special Admonitions for International Use.*** We do not actively market or sell our products customers outside of the United States. We make no claims that the Services are accessible, or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative. Recognizing the global nature of the internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside and to comply with any other local laws affecting the transmission or posting of content or affecting the privacy of persons.

The U.S. Department of the Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations or entities, including without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. If you are located in a Sanctioned Country or are listed as an SDN, you are prohibited from registering or signing up with, subscribing to, or using the Services. If Companion Protect determines that the Services are being used by prohibited persons, Companion Protect will terminate any impacted accounts. We reserve the right to also provide notification of any such usage to the US DOT/OFAC.

14. ***Cooperation with Law Enforcement and Regulatory Bodies.*** We have the right to fully cooperate with any law enforcement authorities, regulatory agencies, or court order requesting or directing us to disclose the identity or other information of anyone sharing information with us through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND/OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

15. ***Miscellaneous Terms***

- A. **Term and Termination.** This Agreement will continue in effect for as long as you maintain your account with Companion Protect. Termination of your account with Companion Protect will terminate this Agreement and your right to continue use of the Services. Please review this Agreement and our Privacy Policy for information about what we do with your account when terminated. We may terminate your account, suspend your ability to use certain portions of the Services and/or ban you altogether from the Services for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Services, your User Content, other content on the Services, or any other related information. In the event of any termination of this Agreement, any provisions which by their nature should continue following termination shall so continue.
- B. **Complete Agreement.** This Agreement, along with the Privacy Policy, constitutes the entire agreement between you and Companion Protect relating to your use of, and access to, the Services and supersedes any prior or contemporaneous agreements or representations. This Agreement may not be amended except as set forth herein. Any user of the Services may be subject to additional terms and services that may apply through the use of affiliated services or third party sites.
- C. **Independent Contractors.** The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- D. **Force Majeure.** Companion Protect shall not be liable for any failure to perform any services or other obligation related to this Agreement or the Services to the extent that performance of its obligations are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of Companion Protect.

- E. **Severability.** If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of this Agreement as possible.
 - F. **No Waivers.** Our failure to enforce or exercise any provision of this Agreement or related right will not constitute a waiver of that right or provision. This Agreement shall not be modified by any course of performance or course of dealing.
 - G. **No Assignments and Transfers.** No rights or obligations under this Agreement may be assigned or transferred by you, either voluntarily or by operation of law, without our express prior written consent and in our sole discretion.
 - H. **No Third Party Beneficiaries.** Subject to Sections 9 and 10, nothing in this Agreement will confer upon any person or entity, other than the parties, any rights, remedies, obligations, or liabilities whatsoever.
16. **Contact Us.** If you have any questions or need to contact us for any reason relating to this Agreement, please e-mail: legal@companionprotect.com.

You may also contact us via US Mail or courier at the following address:

Companion Protect, LLC
Attention: Legal Department
11460 Tomahawk Creek Parkway
Suite 300
Leawood, KS 66211