

TERMS OF SERVICE
Last Modified: December 21, 2023

WELCOME TO COGNIMOVES

Welcome to the CogniMoves website, owned and operated by Move2Learn LLC (“**Company**,” “**we**,” “**us**” or “**our**”). These Terms of Service (“**Terms of Service**”) govern your use of the website located at <https://www.cognimoves.com> (the “**Site**”) and all related products, services, tools, mobile applications, web applications, and any other technology platforms or tools located at any Company websites, including without limitation, successor website(s) or application(s) thereto (collectively, the “**Services**”). The terms “**you**,” “**your**” or “**user**” refers to you, the user. If you are using the Services on behalf of a business, association, or other entity, “**you**” or “**your**” will also refer to such business, association, or other entity, unless the context clearly dictates otherwise. You agree that you are authorized to consent to these terms on behalf of such business, association, or other entity, and we can rely on this.

IMPORTANT NOTICES

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (a) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (b) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (c) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

These Terms Set Forth a Legally Binding Agreement

Please read these Terms of Service very carefully before accessing or using our Services. By using/ continuing to use our Services, you acknowledge you have read and understand and agree to be bound by the Terms of Service, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. Please print a copy of this agreement for your records. If you do not agree to all the terms and conditions of these Terms of Service, then you may not access or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Eligibility to Use the Services

To use the Services you must be, and represent and warrant that you are, at least the age of majority in your state, province or jurisdiction of residence, or if you are under the age of majority in your state, province, or jurisdiction of residence, you represent and warrant that your parent or legal guardian has reviewed these Terms of Service with you and accepts them on your

behalf; parents or legal guardians are responsible for the activities of their minor dependents while using the Services. You warrant and represent that you (a) have all necessary rights, power, and authority to agree to these Terms of Service and perform your obligations hereunder, and (b) nothing contained in these Terms of Service or in the performance of such obligations will place you in breach of any other contract or obligation.

Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use, store and disclose your personal information. [Note to draft: Insert hyperlink to Privacy Policy]

1. THE SERVICES

The Services provide you with access to materials and programming aimed at increasing students' ability to learn through the systematic application of neuroscience based on Executive Function skills. We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis, in our sole discretion. We reserve the right to limit the quantities of any Services that we offer. All descriptions of Services are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any Service at any time. Any offer for any Service is void where prohibited.

2. INTELLECTUAL PROPERTY OWNERSHIP; THIRD-PARTY WEBSITES

A. *Intellectual Property Ownership.* All content on the Services (including, for example, text, designs, graphics, logos, icons, images, audio clips, downloads, interfaces, information, code and software, and the selection and manner of compilation and presentation) (collectively, the “**Content**”), is owned by Company, our content providers, or our licensors (as applicable), and may be protected by copyright, trademark, and other applicable laws.

Your access to and use of the Services does not grant you any license or right to use any copyrighted materials or any trademark, logo, or service mark displayed on the Services. Company, our content providers, or our licensors (as applicable) retain full and complete title to and reserve all rights in the material on the Services, including all associated intellectual property rights. Company neither warrants nor represents that your use of materials on the Services will not infringe rights of third parties.

You may access the Services only for your permitted use under these Terms of Service, and you may not modify or delete any copyright, trademark, or other proprietary notice relating to any material you access. You agree not to display or use in any manner the Company marks without Company's advance written permission.

All software used on the Services is the property of Company or our licensors and protected by United States and international copyright laws, and subject to separate license terms, in which case those license terms will govern such software. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services, use of the Services, or access to the Services or any contact on the website through which the Services are provided, without express written permission by us.

All rights not expressly granted herein are reserved by Company, our affiliates, and licensors. You agree to abide by all additional restrictions displayed on the Services as they may be updated from time to time.

- B. *Feedback.*** By sending us any feedback, comments, questions, ideas, proposals, or suggestions concerning Company or any of our Services whether online, by email, by postal mail, or otherwise (collectively, “**Feedback**”), you represent and warrant (i) that you have the right to disclose the Feedback, (ii) that the Feedback does not violate the rights of any other person or entity, including, but not limited to, intellectual property rights, such as infringing a copyright, trademark, or patent; violating a right of privacy, attribution or withdrawal; or otherwise misappropriating a trade secret, and (iii) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (1) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (2) acknowledge that we may have something similar to the Feedback already under consideration or in development, and (3) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license, under all intellectual property rights, to use, make, have made, incorporate into our Services, modify, copy, display, perform, distribute, prepare derivative works, publish, distribute, and sublicense the Feedback, without any credit or compensation to you. This Feedback section shall survive any termination of your account or any aspect of the Services.
- C. *Third-Party Websites.*** Certain content, products, and services available via the Services may include materials from third-parties or provide you with access to third-party tools, products, and resources over which we neither monitor nor have any control nor input. Further, third-party links on our Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of any third-party materials or websites, or for any other materials, products, or services of third-parties. The views expressed in third-party materials, websites, resources, products, or services are those of such third-party, and do not necessarily reflect our views.

You acknowledge and agree that we provide access to such materials, products, websites, tools, and resources “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We do not warrant and will not have any liability or responsibility arising from or relating to third-party materials, websites, tools, products, and resources. Any use by you of third-party materials, tools, products, services, and resources offered through the Services is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which such items are provided by the relevant third-party provider(s).

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. You may not use third-party content without that third-party's permission, or as otherwise

allowed by law. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the applicable third-party.

- D. *Errors, Inaccuracies and Omissions.*** Occasionally there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to Services' descriptions, content, pricing, promotions, offers. We reserve the right, without prior notice, to (i) correct any errors, inaccuracies, or omissions, and (ii) change or update information or cancel orders, if any information in the Services or on any related website is inaccurate at any time (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information in the Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services or on any related website has been modified or updated.

- E. *Statistical Information.*** We may derive and compile, either manually or automatically, anonymized and aggregated data related to the performance, operation, and use of the Services ("**Statistical Information**") including by you, and use such Statistical Information for our business purposes, including for operations management, for research and development, and for sharing with relevant parties. We own the rights in and to such Statistical Information.

3. USER ACCOUNT AND SECURITY

- A. *Agreement to Provide Accurate Registration Information.*** If you wish to participate in certain aspects of the Services, you may need to register for an account on the Services ("**Account**"). By creating an Account, you agree to (i) provide accurate, current, and complete registration information about yourself, and (ii) maintain and promptly update as necessary your Account information. Any registration is solely for you and you may only use one single Account. You may not use the Accounts of others, or allow others to use your Account, and you are solely responsible for preventing such unauthorized use of your Account.

- B. *User Submission of Personal Information.*** When creating an Account and using the Services, you will be asked to provide certain personal information. By submitting personal information through our Services, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use and disclosure of your personal information in accordance with the Privacy Policy.

You grant Company and all other persons or entities involved in the operation of the Services the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Services. Company cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the Services.

- C. *Consent to Use Your Data.*** By creating an Account, you acknowledge that Company may use any and all data or information submitted or uploaded to Company by you or on behalf of you, or otherwise made accessible to Company in performance of its Services for you (collectively, "**Your Data**") to provide the Services. You hereby

grant to Company and its subcontractors, a perpetual, irrevocable, paid-up, royalty-free, worldwide, non-exclusive right and license to copy, use, display, modify, reproduce and make derivative works of Your Data. By authorizing us to access and/or making accessible Your Data on the Services, you represent and warrant to us that you have all necessary rights and licenses to do so.

- D. *Account Security.*** You acknowledge that you shall be held solely responsible and solely liable for anything that occurs in your Account and any activity resulting from your Account. You agree that we rely on the user ID and password protection format to confirm whether users accessing and using our Services are authorized to do so. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Account. It is your sole responsibility to (i) control the dissemination and use of user ID and password, and (ii) authorize, monitor, and control access to and use of your Account and password. You shall notify us immediately if you suspect or become aware that your Account is being used without authorization or of any other breach of security. We strongly recommend having a complex password, which should be kept secure at all times. You are also encouraged to change your password regularly.

If you wish to either change your user ID or password to log-in to your Account, please send us an e-mail of your request to support@cognimoves.com. If you wish to cancel and remove your Account, please click on the “Cancel Account” link in your Account profile. By clicking “Cancel Account”, your Account will be inactivated and you will no longer be able to access your Account. Thereafter, your Account will be deleted within a reasonable time (approximately 15 days) following your request, unless you send us an e-mail request (at support@cognimoves.com) seeking to restore your Account prior to its deletion.

- E. *Consent to Receive Electronic Communications.*** By creating an Account, you consent to receive electronic communications from Company (e.g., via email). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys, and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.
- F. *User is Responsible for Equipment and Software to Connect to Services.*** You must provide all equipment and software necessary to connect to the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.
- G. *Company May Suspend Accounts.*** Company reserves the right to terminate, suspend, or restrict your access to any Account(s) if (i) we discover you have created multiple Accounts for the same user, or (ii) we suspect that the Account(s) have been or will be used for any illegal, fraudulent, or otherwise unauthorized purposes. Under no

circumstances shall Company or other persons be responsible or liable for any direct, indirect, consequential, or other losses (including lost revenue, lost profits, lost business opportunities, loss of good will, or reputational harm), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s).

H. *User May Not Use the Services for Illegal Activity.* You agree to use the Services only for purposes that are legal, proper, and in accordance with these Terms of Service and any applicable laws or regulations. Without limitation, you may not, and may not allow any third-party to: (i) undertake any unlawful activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions program administered in any relevant country; (ii) impersonate another person (via the use of an email address or otherwise); (iii) upload, post, transmit, or otherwise make available through the Services any content that infringes the intellectual or proprietary rights of any party; (iv) operate to defraud Company, other users, or any other person; (v) provide false, inaccurate, or misleading information; (vi) use the Services to violate the legal rights (such as rights of privacy and publicity) of others; (vii) engage in, promote, or encourage illegal activity (including, without limitation, tax evasion or money laundering); (viii) harvest or otherwise collect information from the Services about others, including without limitation email addresses, without proper consent; (ix) exploit the Services for any unauthorized commercial purpose; (x) modify, adapt, translate, or reverse engineer any portion of the Services; (xi) remove any copyright, trademark, or other proprietary rights notices contained in or on the Services or any part of it; (xii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Services or the content posted on the Services, or to collect information about its users for any unauthorized purpose; (xiii) create user accounts by automated means, or under false or fraudulent pretenses; or (xiv) access or use the Services for the purpose of creating a product or service that is competitive with any of our products or Services.

4. PAYMENT

All transactions for the sale of goods or services from Company are subject to and governed by Company's standard services agreement. In the event you have any questions or concerns regarding your separate services agreement with Company, please contact us at support@cognimoves.com.

5. CONFIDENTIALITY

A. *Definition.* The parties acknowledge that, in the course of performance under this Agreement, one party ("**Disclosing Party**") may intentionally or inadvertently disclose, deliver or permit access to by the other party ("**Receiving Party**") certain data, materials, methodologies, and information (in written, oral, and/or electronic format) that a reasonable person would understand to be secret, proprietary and/or confidential given the circumstances of the disclosure (collectively "**Confidential Information**"). Without limiting the generality of the foregoing, the Services are Confidential Information of Company.

- B. Confidentiality Obligations.** Receiving Party shall hold all Confidential Information of Disclosing Party in the strictest confidence and shall not disclose or provide such Confidential Information to any third Party without the express written consent of Disclosing Party in each instance, except that Receiving Party may disclose or provide such Confidential Information to the officers, directors, employees, subcontractors and suppliers of Receiving Party whose duties justify a need-to-know such Confidential Information; who are notified of their burden of confidentiality; and in the case of those who are not officers, directors or employees of Receiving Party, who have signed a non-disclosure agreement containing restrictions, terms and conditions that are at least as restrictive as those set forth herein. In all events Receiving Party shall use the same level of care to protect the Confidential Information of Disclosing Party as Receiving Party uses to protect Receiving Party's own most confidential and sensitive information but not less than reasonable care. Receiving Party shall not make any use whatsoever of Confidential Information of Disclosing Party except such limited use as is required to perform Receiving Party's obligations under this Agreement. To the limited extent reasonably necessary for such permitted use, the foregoing shall include the right to make a reasonable number of copies of such Confidential Information each of which shall be subject to this section.
- C. Exclusions.** The obligations set forth in this section shall not apply to Confidential Information which Receiving Party can demonstrate by reasonable written evidence: (i) is already, or otherwise becomes, generally known by third parties as a result of no act or omission of Receiving Party; (ii) subsequent to disclosure hereunder is lawfully received from a third Party having the right to disseminate the information and without restriction on disclosure; (iii) is generally furnished to others by Disclosing Party without restriction on disclosure; (iv) is independently developed by Receiving Party with written evidence of such independent development; or (v) is disclosed pursuant to a legal or administrative order, provided that Disclosing Party is given prior notice and a reasonable opportunity to object (with Receiving Party's assistance) to such disclosure.
- D. Return of Confidential Information; Ownership.** Upon the written request of Disclosing Party, Receiving Party shall cease providing access, using and promptly securely destroy all copies of any Confidential Information of Disclosing Party then in Receiving Party's possession or under Receiving Party's control, subject to Disclosing Party's right to the return of original copies of any of its Confidential Information. Upon the written request of Disclosing Party, Receiving Party shall confirm in writing that Receiving Party has complied with the obligations set forth in this paragraph. Notwithstanding the foregoing, Receiving Party is not required to destroy, erase or modify any archival records that it maintains in the normal course of its business, provided that the terms of this Agreement shall survive termination and apply to such Confidential Information until it is securely destroyed. Except as expressly provided herein, nothing in this Agreement shall be construed to grant

Receiving Party any right, title or interest (including any license) in or to Confidential Information of Disclosing Party.

6. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from and against any and all losses, claims, damages, judgments, demands, actions, proceedings, investigations (whether formal or informal), or expenses (including reasonable attorneys' fees), or threats thereof, due to, arising out of or relating to (a) your breach of these Terms of Service or the documents they incorporate by reference, (b) your violation of (i) any law or (ii) the rights of a third-party, or (c) your use of the Services.

In the event of such a claim, suit, or action, we will attempt to provide you notice of the claim, suit, or action at the contact information we have for your account/on file (provided, that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder). Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of your account, these Terms of Service, or your access to the Services, including the purchase or use of any benefits through the Services.

7. DISCLAIMERS AND LIMITATIONS ON OUR LIABILITY

A. *Company Makes No Representations or Warranties; Disclaimer.* YOU EXPRESSLY AGREE THAT THE USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SERVICES, OR THE CONTENT OF ANY THIRD-PARTY WEBSITES OR SERVICES LINKED TO OR INTEGRATED WITH OUR SERVICES. WE DO NOT REPRESENT OR WARRANT THAT (i) YOUR USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (ii) ANY ERRORS IN THE SERVICE WILL BE CORRECTED, (iii) THE QUALITY OF THE SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR

EXPECTATIONS, (iv) THE SERVICES WILL BE FREE OF ANY WORMS OR VIRUSES OR ANY CODE OF A MALICIOUS AND/ OR DESTRUCTIVE NATURE, OR (v) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE. YOU (AND NOT COMPANY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (i) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES OR CONSUMPTION OF ANY CONTENT; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (iv) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SERVICES; (v) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SERVICES; (vi) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SERVICES; OR (vii) LOSS OR DAMAGED CAUSED BY ANOTHER USER'S VIOLATION OF THESE TERMS OF SERVICE.

B. *Limitation on Liability.* TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS, CONTRACTORS, REPRESENTATIVES, INTERNS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE RESPONSIBLE FOR ANY LOSS INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUES, OR FINANCIAL LOSSES, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OF SERVICE OR THE SERVICES, OR FOR ANY DAMAGES RELATED TO THE LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE MAXIMUM TOTAL LIABILITY OF COMPANY AND ITS AFFILIATES, FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF SERVICE OR THE ACCESS TO AND USE OF THE SERVICES, EXCEED THE GREATER OF (i) \$100 OR (ii) TO THE TOTAL AMOUNT YOU PAID TO COMPANY IN FEES OVER THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties and limitations of liability provided in this Section. If you are in such a jurisdiction, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the

scope and duration of such warranty and the extent of our liability will be the minimum permitted by applicable law.

8. COMMUNICATIONS

Company may communicate with you using email, phone calls, chatbots and text messages, including autodialed or prerecorded calls and text messages, at any email address or telephone number that you provide us, to: (a) notify you regarding your Account; (b) provide customer support; (c) troubleshoot problems with your Account; (d) resolve a dispute; (e) collect a debt; (f) poll your opinions through surveys or questionnaires; or (g) as otherwise necessary to service your account or enforce these Terms of Service, our policies, applicable law, or any other agreement we may have with you.

If you would like to receive marketing via mobile texts and alerts, you may sign up to do so. By signing up, you provide your consent to receive recurring autodialed marketing texts or other mobile messages from or on behalf of us at the mobile number you've provided. You understand that consent is not a condition of purchase. Message and data rates may apply. If you would like to be removed from the Company marketing text list, you must reply STOP to any mobile message. If at any time you intend to stop using the mobile telephone number that has been used to subscribe to text messaging, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the user opt out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms of Service. You further agree that, if you discontinue the use of your mobile telephone number without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your Account or these Terms of Service.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

Company may route phone and text communications through a third-party service provider, and we or the service provider may record telephone conversations or chatbot exchanges you have with Company or its agents for quality control and training purposes, or for our own protection.

9. DMCA

Company respects the intellectual property rights of others. It is our policy to respond promptly to any claim that Content infringes the copyright or other intellectual property

rights of any person. Company will use reasonable efforts to investigate notices of alleged infringement and will take appropriate action the Digital Millennium Copyright Act (“DMCA”) and these Terms of Service. If you believe that your copyrighted work is infringed by Content, please provide a written DMCA notice to Company at: support@cognimoves.com

A. Filing a DMCA “Take Down” Notification. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a take-down notification (“**Take-Down Notification**”) pursuant to the DMCA by providing us with the following information in writing (see 17 U.S.C. § 512 for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works at that website;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; ****Providing URLs in the body of your DMCA notification is the best way to help us locate content quickly****
- (iv) Information reasonably sufficient to permit us to contact you (the complaining party), such as an address, telephone number, and electronic mail address at which you (the complaining party) may be contacted;
- (v) A statement that you (the complaining party) have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you (the complaining party) are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (vii) ****Optional**) Provide information, if possible, sufficient to permit us to notify the user(s) who posted the content that allegedly contains infringing material.

Any person who knowingly materially misrepresents that content or an activity is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us and possibly others for any damages, including costs and attorneys’ fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it.

10. DISPUTE RESOLUTION

A. Mandatory Arbitration of Disputes. We each agree that any dispute, claim, or controversy arising out of or relating to these Terms of Service or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) will be resolved solely by binding, individual arbitration

and not in a class, representative or consolidated action or proceeding. You and Company agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms of Service, and the laws of the state of Connecticut shall apply to the resolution of all Disputes, irrespective of any choice of law principles. YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- B. *Exceptions.*** As limited exceptions to Section 10.a. above: (i) we both may seek to resolve a Dispute in small claims court where you live or where Company is located (if it qualifies); and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our respective intellectual property rights.
- C. *Conducting Arbitration and Arbitration Rules.*** The arbitration will be conducted by the American Arbitration Association (“AAA”) in accordance with the AAA Consumer Arbitration Rules (the “AAA Rules”) then in effect. The AAA Rules are available at <https://www.adr.org/Rules> and general information on the AAA process is found at www.adr.org. Information on how to initiate the arbitration is found at that website. The arbitration shall be, if possible, conducted either on the basis of documents or remotely. If an in-person hearing is necessary, the location of the arbitration will be in the city where AAA office that is nearest to your place of residence is located. The language to be used in the arbitration will be English. In all Disputes there shall be one (1) arbitrator. The arbitrator shall be appointed pursuant to the provisions for appointing an arbitrator in the AAA Rules. The arbitrator shall issue a decision in writing, briefly explaining the reasons therefor, and may award remedies that are available at law or in equity (so long as consistent with all of the Terms of Service. Please be advised that these Terms of Service contains certain limitations on the type and amount of damages that may be awarded). The arbitrator shall have no power to amend or supplement these Terms of Service to award damages other than as permitted herein, or to fail to follow applicable laws and regulations. Any award rendered by the arbitrator shall be final and binding on the parties, and may be confirmed by the judgment of a court of competent jurisdiction. This arbitration provision shall survive termination of these Terms of Service/Privacy Policy.
- D. *Arbitration Costs.*** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and each party shall bear its own costs and expenses of arbitration, including legal fees.
- E. *Injunctive and Declaratory Relief.*** Except as provided in Section 10.b. above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any

issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

- F. ***Class Action Waiver.*** YOU AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

11. MISCELLANEOUS TERMS

- A. ***These Terms May Change.*** We reserve the right, at our sole discretion, to update, change, modify, or replace any part of these Terms of Service by posting updates and changes to the Site. We may elect to notify you of such changes by mail, email, posting of modified Terms of Service, or some other similar manner. However, it is your responsibility to check the Site regularly for changes to these Terms of Service. Your continued use of or access to the Site or the Services following the posting of any changes to these Terms of Service constitutes acceptance of those changes.
- B. ***Severability.*** In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.
- C. ***Termination.*** These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use the Services, or when you cease using our Services.

If you wish to terminate these Terms of Service you may do so at any time for any reason or without reason by ceasing use and deleting your Account. Deleting your Account can only be done as described in Section 3(D) (*Account Security*) above. Thereafter you shall not be able to use the Services until you renew your registration to the Services. Canceling your Account may cause the loss of certain information you provided us and/or the capacity of your Account. We do not accept any liability for such loss.

We are free to terminate (or suspend access to) to your use of the Services (or any part thereof) or your Account, if (i) you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, or (ii) for any other reason in our sole discretion. We also may terminate these Terms of Service at any time, with or without cause, or with or without notice.

Upon termination of your Account: (i) all rights granted to you hereunder will automatically terminate, and (ii) you must immediately cease all use of the Services.

Even after your right to use the Services is terminated, the obligations and liabilities of the parties incurred prior to the termination date shall survive the termination and the Terms of Service will remain enforceable against you. Provisions that, by their nature, should survive termination of these Terms of Service shall survive termination. By way of example, but without limitation, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, and any terms regarding confidentiality, ownership or intellectual property rights.

- D. *No Assignment of the Terms of Service.*** You may not assign these Terms of Service to any other party. We may assign these Terms of Service or delegate any or all of our rights and responsibilities under these Terms of Service to any third parties, without notice to you.
- E. *Waiver.*** No delay or omission by us in exercising any rights or remedies thereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise or any right or remedy by us. No waiver by us shall be valid unless in writing signed by us.
- F. *Headings.*** The headings used in the Terms of Service are included for convenience only and will not limit or otherwise affect these Terms of Service.
- G. *Entire Agreement.*** These Terms of Service and any policies or operating rules posted by us on this website or in respect to the Services constitutes the complete and exclusive agreement and understanding between you and us related to the Services, and supersedes any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.
- H. *Contact Information.*** Questions about the Terms of Service should be sent to us at support@cognimoves.com.