

Propel(x), Inc.

Terms of Use

Welcome to the Propel(x) website – www.propelx.com – (the “Site”) operated by Propel(x) Inc. (the “Company”). These Terms of Use (this “Agreement”) applies to all persons or entities who visit the Site (collectively or individually “Users”).

BEFORE USING THE SITE, PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON “ACCEPT”, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING THE PROVISIONS OF SECTIONS 25 AND 26 UNDER WHICH YOU AGREE TO ARBITRATE CERTAIN CLAIMS INSTEAD OF GOING TO COURT AND AGREE NOT TO BRING CLASS ACTIONS CLAIMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN PLEASE DO NOT CLICK “ACCEPT,” IN WHICH CASE YOU WILL NOT BE ABLE TO USE THE SITE.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DOING SO ON BEHALF OF AN ENTITY, THEN ALL REFERENCES TO “YOU”, “YOUR” AND THE LIKE SHALL BE DEEMED TO BE REFERENCES TO SUCH ENTITY AND SUCH INDIVIDUAL HEREBY REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL NECESSARY POWER AND AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

THE SITE IS NOT FOR PERSONS UNDER THE AGE OF 18. If you are under 18 years of age, then please do not use the Site.

1. **Privacy Policy.** The Company’s Privacy Policy found [here](#) is hereby incorporated into this Agreement. Please read this notice carefully for details relating to the collection, use, and disclosure of your personal information through the Site.
2. **Individual Features and Services.** When using the Site, you will be subject to any additional posted terms or rules applicable to specific materials, services, offers and features which may be available from time to time (the “Additional Terms”). In particular, you may be required to agree to certain Additional Terms prior to being able to access certain materials regarding Start-Ups (as defined in Section 4 below). All such Additional Terms are hereby incorporated by reference into this Agreement. Please note that additional and/or different conditions and terms of use may apply to media or services provided through one or more of our partners or business associates, and you should refer to those before using such services.
3. **Modification.** The Company may make modifications, deletions and/or additions to this Agreement (“Changes”) at any time. Changes will be effective: (i) thirty (30) days after the Company provides notice of the Changes, whether such notice is provided through the Site user interface, is sent to the e-mail address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first.

4. **Start-Up Information.** The Site provides certain information regarding private start-up companies seeking investment (each a “Start-Up”), which may include information regarding current and future products, services and intellectual property, business plans, market research and the identities and professional experience of the founders. In addition, the Site may make available copies of the legal contracts under which a Start-Up is willing to accept equity investment, including without limitation stock purchase agreements, rights of first refusal agreements, and drag-along agreements (collectively, “Investment Documents”). **WITHOUT LIMITING THE GENERALITY OF ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE NOT TO COPY, DISTRIBUTE, DISCLOSE TO A THIRD PARTY, MODIFY, PREPARE DERIVATIVE WORKS OF OR USE FOR ANY PURPOSE OR ANY MANNER ANY SUCH START-UP INFORMATION OR ANY SUCH INVESTMENT DOCUMENTS OTHER THAN YOUR OWN VIEWING ON THE SITE FOR YOUR INFORMATION PURPOSES ONLY.**

5. **Investing.** Your entry into this Agreement does not give you any right or ability to invest in any Start-Ups through the Site. Your ability to invest in Start-Ups is subject to the Company’s determination that you meet the definition of an “Accredited Investor” as set forth in Rule 501 of Regulation D promulgated by the Securities and Exchange Commission and meeting such other requirements as may be required under applicable law, rule or regulation or as may be required by the Company or a Start-Up from time to time. As part of such determination, you may be required to submit certain personal information to the Company. You agree not to attempt to disintermediate the Site and the Company from any investment in any Start-Up, including without limitation by offering to enter into applicable Investment Documents with a Start-Up outside of the Site.

6. **Evaluation Process.** The Site facilitates the ability for prospective investors and other Users to pose requests for information to Start-Ups and other Users regarding Start-Up business plans, financials, products, technology and any other matter, and for Start-Ups and other Users to respond to such requests (an “Evaluation Process”). The Company may edit or otherwise moderate requests in order to avoid duplicate requests, requests that violate Section 13.4 or are otherwise inappropriate. You acknowledge that the Company shall have no liability for any such editing or moderation activities. The Company does not control the extent to which a Start-Up or other User will provide a response to any requests that are made. Your participation in an Evaluation Process may be subject to payment of fees as displayed to you on the Site. By submitting payment instrument information through the Site, you consent to the Company charging all applicable fees to such instrument and represent and warrant that you have all necessary rights relating to such instrument to authorize the same. Any such fees are non-refundable.

7. **Evaluation Results.** The Site allows prospective investors and other users to receive access to the results of an Evaluation Process (the “Evaluation Results”). Such access may be provided in exchange for payment or for a user undertaking some action on the Platform, or under such other conditions as the Company may specify from time to time. To the extent access is provided in exchange for undertaking some action on the Platform, the Company shall be entitled to decide in its sole discretion as to whether the action taken is sufficient. By way of example, if access to Evaluation Results is offered prospectively in exchange for your material participation in the Evaluation Process (e.g., asking a substantive and relevant question of the Start-Up), the Company shall evaluate in its sole discretion whether your participation was sufficiently material. To the extent you receive access to any Evaluation Results, you agree to keep such Evaluation

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Results strictly confidential. Without limiting the foregoing, you agree not to disseminate the Evaluation Results in any manner, including provision to any third party or any form of publication. You further agree not to use the Evaluation Results other than for your internal use that is not competitive to the relevant Start-Up.

8. **Disclaimers.** You acknowledge that investing in private, early-stage companies such as the Start-Ups is inherently risky, that such investments are illiquid, and that you may lose any investment you may make in its entirety. The contents of this Site, including any and all information provided regarding the Start-Ups, do not constitute financial, legal, or tax advice. You are solely responsible for conducting any legal, accounting or due diligence review relating to any investment you may elect to make. You should obtain financial, legal and tax advice from your qualified and licensed advisers before deciding to invest. Investment products are not FDIC insured, may lose value, and there is no bank guarantee. The information contained in the Site has been prepared without reference to any particular User's investment requirements or financial situation. **YOU ACKNOWLEDGE THAT THE INFORMATION AVAILABLE ON THE SITE REGARDING START-UPS HAS NOT BEEN PREPARED, REVIEWED, ENDORSED OR VERIFIED BY THE COMPANY AND THE COMPANY SHALL HAVE NO LIABILITY WITH RESPECT THERETO. ALL SUCH INFORMATION IS PROVIDED BY THE APPLICABLE START-UP OR BY OTHER THIRD PARTY USERS OF THE SITE.**

9. **Availability.** The information and services provided on the Site are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where the Company is not authorized to provide such information or services. Some products and services described in the Site may not be available in all jurisdictions or to all Users.

10. **Start-Up Application.** The Site allows start-up companies interested in seeking investment through the Site to fill out and submit an application form. To the extent you submit an application form, you hereby: (i) represent and warrant that all information in the application form shall be true, accurate, complete and not misleading and (ii) acknowledge and agree that the Company may accept or reject companies in its sole discretion, for any reason or for no reason. Any acceptance of your application communicated to you by the Company does not constitute a right to use the Site to seek investment, and your ability to do so shall be contingent upon your written acceptance of the Company's standard Engagement Agreement (and be subject thereto on ongoing basis) and fulfillment of such other requirements as the Company may specify. All information submitted in an application form is the property of the Company and may be used and disclosed in any manner.

11. **Ownership; Proprietary Rights.** The Site is owned and operated by the Company. The content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, and all other elements of the Site that are provided by Company ("Company Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Company Materials contained on the Site are the property of Company or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Company or its affiliates and/or third-party licensors. Except as expressly authorized by Company, you agree not to sell, license, distribute, copy, modify,

publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Company Materials.

12. **Monitoring Users and Content.** You acknowledge that you are solely responsible for all content and material that you submit on the Site. If at any time, Company chooses, in its sole discretion, to monitor the content, Company nonetheless assumes no responsibility for the content, no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the User submitting any such content.

13. User Content.

13.1 The Site permits the submission and posting of questions and answers in connection with Evaluation Processes and may also permit the submission and posting of other text and/or other content submitted by you and other users (all of the foregoing, collectively, "User Submissions"), and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, the Company does not guarantee any confidentiality with respect to any User Submissions. You acknowledge that you shall not be due any remuneration in connection with your User Submissions from the Company or from any other User.

13.2 You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with your User Submissions, you affirm, represent, and/or warrant that: (i) your submission of User Submissions and the publication and use thereof by the Company does not violate the copyrights, trade secrets rights or other intellectual property rights of any third party, nor shall it constitute or result in a breach of any duty or obligation of confidentiality owed by you to any third party, and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Company and this Agreement.

13.3 By submitting User Submissions to the Site, you hereby grant to the Company a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable right and license to use, reproduce, modify, distribute and exploit such User Submission in any manner and in any form of media, whether currently or hereafter existing. You represent and warrant that you have all necessary right, title and interest in and to each such User Submission to validly grant such license to the Company.

13.4 In connection with User Submissions and any other transmission of messages or material facilitated by the Site, you further agree that you will not: (i) submit or transmit material that is not authorized by the copyright owner, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and grant the rights granted to the Company in Section 13.3 above; (ii) publish or transmit falsehoods or misrepresentations that could damage the Company or any third party; (iii) submit or transmit material that is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate; (iv) post or transmit advertisements or solicitations

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of business; or (v) impersonate another person. If notified by a user or a content owner of a User Submission that allegedly does not conform to this Agreement, the Company may investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Submission, which it reserves the right to do at any time. Additionally, the Company may, at any time, remove any User Submission that in the sole judgment of the Company violates this Agreement.

13.5 User Submissions may be provided by (without limitation) Users who are members of a Start-Up management team, contacts referred by Start-Ups (including without limitation customers, scientific advisors, background references, suppliers and distributors), external experts referred by the Company. The insights, recommendations, views and other content reflected in a User Submission should be taken as opinion rather than statements of facts. Investors should conduct their own diligence before making an investment. Nothing contained in a User Submission constitutes tax, legal, insurance or investment advice, or the recommendation of or an offer to sell, or the solicitation of an offer to buy or invest in, any investment product, vehicle, service or instrument. Such an offer or solicitation may only be made by delivery to a prospective investor of formal offering materials, including subscription or account documents or form, which should be reviewed carefully by any such investor before making the decision to invest in any particular company issuer listed, reviewed or discussed on the Propel(x) platform. To the maximum extent permitted under applicable law, you hereby release Propel(x) (and our officers, directors, agents, investors, subsidiaries, and employees) and each other User from any and all claims, demands, liabilities, losses or damages (whether direct, indirect, consequential, incidental or otherwise) of every kind and nature, known and unknown, suspected or unsuspected, arising out of or in any way related to User Submissions (including your reliance thereon). You acknowledge that, in connection with the foregoing release, you hereby irrevocably waive all rights granted to you under Section 1542 of the California Civil Code or any analogous applicable state or federal law or regulation. Said Section 1542 of the Civil Code of the State of California reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.”

14. Prohibited Uses.

14.1 As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by this Agreement. Access to the Company Materials and the Site from territories where their contents are illegal is strictly prohibited. Company Users are responsible for complying with all local rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, email, or privacy.

14.2 You may not use the Site in any manner that in our sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use of the Site. You may not intentionally interfere with or damage the operation of the Site or any User's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code. You may not remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of any content accessible through the Site, or features that enforce limitations on the use of the Site. You may

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not attempt to gain unauthorized access to the Site, or any part of it, other accounts, computer systems or networks connected to the Site, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site. You agree neither to modify the Site in any manner or form, nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site.

14.3 The Site may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

14.4 You may not utilize framing techniques to enclose any trademark, logo, or other Company Materials without our express written consent. You may not use any meta tags or any other “hidden text” utilizing Company’s name or trademarks without our express written consent.

14.5 You may not deep-link to the Site and will promptly remove any links that Company finds objectionable in its sole discretion. You may not use any Company logos, graphics, or trademarks as part of the link without the Company’s express written consent.

15. **Account Information.** You agree that the information you provide to Company upon registration, in connection with any determination of accredited investor status, and at all other times, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times.

16. **Password.** When you register you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your account ID or password, you will immediately notify Company. You may be liable for the losses incurred by Company or others due to any unauthorized use of your account.

17. **User Communications.** When you use the service or send e-mails to the Company, you are communicating with us electronically. You consent to conduct all communications with us electronically. We will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you do not consent to do business electronically, you may not register to use the Site. You may withdraw your consent to do business electronically by sending a written request to the mail or email address provided in Section 29.9, but once you revoke your consent, you will no longer be able to use the Site. You will not receive any refund or other amounts upon withdrawing your consent to do business electronically. You may update your contact information or request a paper copy of any electronic record maintained by the Company by sending a written request to the mail or email address provided in Section 29.9. You may be charged a reproduction and service fee for paper

delivery of electronic records; you will be provided the amount of the fee before it is charged to you.

18. **User Service; Feedback.** Please visit our [Site home page](#) for further assistance.
19. **Availability of Service.** Company may make changes to or discontinue any of the media, information, data, products, or services available within the Site at any time, and without notice. The media, information, data, products, or services on the Site may be out of date, and Company makes no commitment to update these materials on the Site.
20. **Notice.** Except as explicitly stated otherwise, legal notices shall be served on Company's Delaware registered agent or to the email address you provide to Company during the registration process. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail, to the extent you have provided a mailing address to us through your profile or otherwise. In such case, notice shall be deemed given three days after the date of mailing.
21. **Violations; Termination.** You agree that Company, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have at the Site or your use of the Site, and remove and discard all or any part of your account, at any time. Company may also in its sole discretion and at any time discontinue providing access to the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site or any account you may have or portion thereof may be effected without prior notice, and you agree that Company shall not be liable to you or any third-party for any such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Site may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Company may have at law or in equity.
22. **Disclaimers; No Warranties.** THE SITE AND ANY THIRD-PARTY, MEDIA, SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY AND ITS SUPPLIERS AND PARTNERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

COMPANY, AND ITS SUPPLIERS AND PARTNERS, DO NOT WARRANT THAT THE FEATURES CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COMPANY, AND ITS SUPPLIERS AND PARTNERS, DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF IT CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT COMPANY NOR ITS SUPPLIERS AND PARTNERS) ASSUME THE

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ENTIRE COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD, OR OTHERWISE OBTAIN MEDIA, MATERIAL, OR OTHER DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH MATERIAL OR DATA.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

23. **Indemnification; Hold Harmless.** You agree to indemnify and hold Company and its affiliates, and each of their officers, directors, employees and agents harmless, from any claims, suits, actions, proceedings, demands, settlements, judgments, losses, damages, liabilities, costs and expenses, including attorney's fees, arising out of your use or misuse of the Site, submission of a User Submission, violation of this Agreement or violation of the rights of any other person or entity, except to the extent the foregoing arises directly from the gross negligence or willful misconduct of the Company. Company reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

24. **Limitation of Liability and Damages.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE COMPANY MATERIALS ON THE SITE, ANY USER SUBMISSIONS OR OTHER CONTENT ON THE SITE, THE SITE ITSELF, OR ANY OTHER INTERACTIONS WITH COMPANY, EVEN IF COMPANY OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, COMPANY'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL COMPANY'S OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE (WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED DOLLARS AND THE FEES YOU HAVE PAID TO THE COMPANY HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE CLAIM.

25. **Release.** You hereby waive and release any and all claims against the Company with respect to the Site and any services provided (or not provided) by the Company pursuant to this

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Agreement and/or any claim against the Company or any of its employees, consultants or agents based on negligent referral to, or negligent hiring or engagement of, any Company personnel or third parties (collectively, the "Released Claims"). The Released Claims specifically include any and all claims, demands, obligations and/or causes of action for compensatory and/or exemplary damages and/or other relief whether or not now known or suspected to exist and whether or not specifically or particularly described herein. You hereby, on your own behalf and on behalf of your shareholders, directors, officers, employees, agents, successors, heirs and assigns, hereby expressly waive all rights any of them may have or may hereafter claim to have that any of the Released Claims has, through ignorance, oversight or error, been omitted from the terms of this Agreement, and further expressly waive all rights they, or any of them, may have or may claim to have under the provisions of California Civil Code Section 1542, or equivalent law of any jurisdiction, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

26. **Arbitration.** Any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory 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; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Agreement shall prevent either party from seeking remedies in small claims court of competent jurisdiction.

27. **Class Action Waiver.** YOU AGREE THAT ANY CLAIMS SUBJECT TO ARBITRATION UNDER SECTION 26 MUST BE MADE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

28. **Claims.** YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

29. **Miscellaneous.**

29.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

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29.2 **Jurisdiction.** You agree that any action at law or in equity arising out of or relating to this Agreement or the Site that is not subject to mandatory arbitration as set forth above in Section 26 shall be filed only in the state or federal courts in and for Santa Clara County, California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

29.3 **Waiver.** A provision of this Agreement may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

29.4 **Severability.** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

29.5 **Assignment.** This Agreement and related Additional Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction.

29.6 **Survival.** Sections 1, 2, 4-14 and 16 through 29 will survive any termination of this Agreement.

29.7 **Headings.** The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof.

29.8 **Entire Agreement.** This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties, or by a change to this Agreement or Additional Terms made by Company as set forth in Section 3 above.

29.9 **Disclosures.** The Site is operated by Propel(x), Inc., located at 818 Mission Street, Suite 200, San Francisco CA, 94103, **email:** info@propelx.com, **telephone:** 1-877-642-1938.