#### TERMS OF USE

### ACCEPTANCE OF TERMS

Www.VerbalizeSolutions.com (the "Website") and each webpage herein ("Webpage") is owned and operated by Verbalize Solutions, LLC, a Wisconsin limited liability company (the "Company," "we," or "us"). Your use of the Website or any Webpage, or any of the translation or consulting service offerings or other services offered on the Website (collectively, the "Services") is subject to these terms of use (this "Agreement"). If you do not agree to this Agreement, you agree not to use or access the Services or the Website. If you are agreeing to this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. Your registration for, or use of, the Website or the Services shall be deemed to be your acceptance of this Agreement. The Company may modify this Agreement at any time without notice to you by posting a revised Agreement on the Website. Your continued use of the Website or Services constitutes your binding acceptance of this Agreement, including any modifications that the Company makes. You are responsible for regularly reviewing this Agreement.

### **USE OF THE WEBSITE AND SERVICES**

As owners of this Website, the Company grants you a personal, limited, non-transferable, and non-exclusive license to use the Website and to use the information and services provided herein. The Company reserves the right to revoke your right to use the Website or any Webpage at any time and for any reason without notice. The Company also reserves the right to revise the content and services described on this Website and to terminate, change, suspend, or discontinue any aspect of the Website, including but not limited to features and/or hours of availability of the Website, and the Company shall not be liable to you or to any third party for doing so.

The Services provided to you may be subject to additional conditions either posted on the Website or contained in ordering communications between you and the Company (referred to herein as the "Order") that describe order-specific information, such as the types of Services provided, billing information, fees, and deadlines. You agree to pay the fees on the terms stated in the Order. You agree to pay all applicable taxes relating to the Services. Any amount payable by you to Licensor which is past due will be subject to a late payment charge equal to one percent (1%) per month, or the highest rate permitted by law, whichever is less. Your use of the Services is subject to the conditions contained in the Order, which are incorporated into this Agreement by reference. In the event of an inconsistency between this Agreement and the Order, the provisions of such additional conditions will prevail. The Company may, without notice to you, contract with independent contractors ("Subcontractors") to perform the services described on this Website. You are solely responsible for the payment directly to the Company of all fees incurred for services engaged through this Website, whether performed by the Company itself or a Subcontractor.

Your use of any information on the Website is at your own risk. The Company does not make any warranties or representations regarding the quality, accuracy, appropriateness, completeness, or timeliness of any information on or provided through the Website. The Company shall have

no liability for any damages, injury, lost profit, or loss to any user, direct or indirect, of the information obtained from the Website.

If you believe any information on the Website to be inaccurate, incomplete, or misleading please contact us at contacts@verbalizesolutions.com with specific details of the inaccurate, incomplete, or misleading information and, if possible, please provide the correct, verifiable information. We will make every effort to review, verify and correct the information in a reasonable amount of time.

Links to websites outside of the Website ("Outside Websites") may be provided to you as a part of the Services provided by the Company. The Company is not responsible for the content, makes no review for appropriateness, does not guarantee the validity of information, and does not have the ability to make updates to Outside Websites and makes no warranties or representations as to the quality, accuracy, appropriateness, completeness, or timeliness of any information on or provided through Outside Websites. Links provided to you are given only as a convenience and in no way should be considered an endorsement of Outside Websites, nor the content on Outside Websites or the services offered therein.

### INFORMATION PROVIDED BY YOU

By using this Website or the Services provided herein, you agree that it is your responsibility to provide complete and accurate information to the Company. You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, email, transmit, or otherwise make available on the Site or through the Services.

If the Company requests registration information from you or if you upload content ("Your Content") to the Website in order for the Company to perform its Services, you will provide the Company with true, accurate, current, and complete information. You have the sole responsibility for the quality, integrity, legality, reliability, and appropriateness of Your Content. You warrant that you own or have sufficient legal right to the intellectual property rights in Your Content and that Your Content, including any use thereof by Licensor as described herein, does not violate applicable law or the rights of any third party. You recognize that the Company provides its Services on a "work for hire" basis and that you retain the copyright to Your Content. You grant permission to the Company to access, use, and transmit Your Content as necessary to perform its Services, in compliance with the Privacy Policy at www.VerbalizeSolutions.com/privacypolicy.

You will promptly update your registration to keep it accurate, current, and complete. If the Company issues you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify the Company at contacts@verbalizesolutions.com of any unauthorized use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. The Company will not be responsible for any loss or damage that may result if you fail to comply with these requirements. You will be responsible for all activity occurring under your accounts and will comply with all applicable local, state, and foreign laws, treaties and regulations in connection with your use of the

Services, including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

You agree that you will not use the Site to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others; 2. Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful

content; 3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, the Company's sites, any software or hardware, or telecommunications equipment; 4. Advertise or offer to sell any goods or services for any commercial purpose unless you have the Company's written consent to do so; 5. Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, chain letters or other unsolicited messages; 6. Download any file that you know or reasonably should know cannot be legally obtained in such manner; 7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material; 8. Restrict or inhibit any other user from using and enjoying any area within the Website; 9. Interfere with or disrupt the Company's sites, servers, or networks; 10. Probe, scan or test the vulnerability of the Website or circumvent any security mechanism used by the Website; 11. Impersonate any person or entity, including, but not limited to, any Company representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; 12. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Website or to manipulate your presence on the Website; 13. Take any action that imposes an unreasonably or disproportionately large load on the Company's infrastructure; 14. Engage in any illegal activities; or 15. Collect, store or transmit personal information about individuals or any information that is subject to applicable privacy laws or regulations.

Unauthorized access to the Website is a breach of this Agreement and a violation of the law. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Website, except those automated means that the Company has approved in advance in writing. Nothing contained in this Agreement will limit the Company's right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Website.

# **INDEMNIFICATION**

You will defend the Company from any third party claim, and will pay all damages finally awarded against the Company in such claim or amounts agreed to in settlement, arising out of: your use of the Website; any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you; the content, the quality, or the performance of content that you submit to the Company; your violation of this Agreement.

# LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ITS MEMBERS, AFFILIATES, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SERVICES OR THE WEBSITE, ITS CONTENT OR OTHER MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR LOSS OF DATA OR OTHER INTANGIBLE LOSSES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS MEMBERS, SUBCONTRACTORS, AND AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED THE TOTAL AMOUNTS PAID BY YOU TO THE COMPANY FOR THE SERVICES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

SOME STATES/JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES/JURISDICTIONS, THE COMPANY'S LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS AND PARTNERS WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

# **DISPUTE**

Any dispute arising out of or relating to this Agreement or the Website will be finally settled by arbitration, except that the Company may bring an action in a court of competent jurisdiction with respect to any dispute affecting Licensor's intellectual property rights whether statutory or contractual. The arbitration will be conducted in accordance with the commercial arbitration rules (the "Rules") of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Dane County, Wisconsin, and this Agreement shall be governed by the laws of the State of Wisconsin.

### **OPT-OUT**

Although you may opt out of any optional contact (including but not limited to newsletters, advertisements, and surveys), you understand that by the use of the Website or the Services offered herein you agree to be contacted by the Company's employees or agents. You may stop contacts from the Company by contacting us at contacts@verbalizesolutions.com.

## INTELLECTUAL PROPERTY

The Company is the owner of all information and content appearing on this Website, as well as any registered or unregistered trademark, trade name, service, text, photographs, design, and all other content provided by the Company or on the Website (collectively, the "Intellectual

Property"), except that you shall retain all copyrights to materials provided to the Company in the performance of its Services. The Company performs its Services on a "work for hire" basis. The Intellectual Property on this Website is protected by trademark and copyright law and, by using this Website or the Services provided herein, you agree to use the Intellectual Property only for personal use. The Intellectual Property may be registered nationally or internationally and all rights therein are reserved to the Company. Except as otherwise provided on the Website or in this Agreement, you may not use, download, upload, print, publish, copy, display, reproduce, transmit, add to, modify, delete, license, post, or distribute any Intellectual Property for any public or commercial purpose, other than as specifically authorized in this Agreement, without the prior written consent of the Company. If you make unauthorized use of the Company's Intellectual Property, you may be subject to liability for such unauthorized use.

# LINKS TO WWW.VERBALIZE SOLUTIONS.COM

You agree that, should you provide any links to the Website from Outside Websites; such links will be made to the www.VerbalizeSolutions.com Home Webpage, unless written permission is given by the Company to link to another Webpage. You may not use

"www.VerbalizeSolutions.com" or "Verbalize Solutions, LLC" in connection with any other information, claim to be affiliated with, or give the appearance of affiliation with the Company or the Website in any way without the Company's express written permission. You may not alter the way the Website is displayed or display the Website or any part thereof within a frame of any Outside Website. If we request, you must remove any link or change the appearance of any link to meet our requirements. You may not affect the Website in any way so that it appears differently than if www. VerbalizeSolutions.com is typed into a web browser's URL bar.