

## **GOBOT TERMS & CONDITIONS OF USE**

(Modified May 29, 2017 and located at <https://www.getgobot.com/terms-and-conditions>)

These Terms & Conditions of Use (the “Agreement”) set forth the terms and conditions that apply to your access and use of the internet website owned and operated by Gobot LLC (hereinafter “Gobot”) and located at <https://www.getgobot.com/> (the “Site”) including all subsidiary webpages and access to any optimized version of the Site via a wireless device, and access and use of the services available thereon, including, without limitation, the services that enable you to create, test and host custom chatbots, e.g., for online marketing purposes or to increase visitor engagement on your website (the “Services”). This Agreement is legally binding between you, the person using this Site, and Gobot such as “we,” “our” and “us” refer to Gobot.

YOU ACCEPT AND AGREE TO THIS AGREEMENT LOCATED AT <https://www.getgobot.com/terms-and-conditions> AND CONSENT TO GOBOT’S PRIVACY POLICY LOCATED AT <https://www.getgobot.com/privacy> (THE “PRIVACY POLICY”), BY DOING ANY ONE OF THE FOLLOWING ITEMS: (1) VISITING THIS SITE; (2) COMPLETING THE ONLINE APPLICATION PROCESS BY CLICKING A BOX INDICATING YOUR ACCEPTANCE; (3) MAKING A PURCHASE OR SUBMITTING CONTENT THROUGH THE SITE; OR (4) BY EXECUTING A SUBSCRIPTION THAT REFERENCES THIS AGREEMENT. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Services.

Before you continue, you should print or save a local copy of this Agreement for your records. Gobot may update or modify this Agreement or our Privacy Policy at any time and such updated versions will be posted on the Site. You are responsible for periodically checking the Agreement and Privacy Policy. Your continued use of the Site and/or the Services after this Agreement and/or Privacy Policy are updated shall be deemed acceptance of any such updated Agreement and/or Privacy Policy.

## Ability to Enter into this Agreement

This Site and the Services are not designed for or directed at children 13 years of age or younger. In addition, in order to enter into this Agreement, you must be 18 years old or have otherwise reached the legal age of majority in your jurisdiction of residence or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement, and to abide by and comply with this Agreement. It is your responsibility to ensure that you are legally eligible to enter into this Agreement under any laws applicable to you in your jurisdiction of residence or otherwise. If you accept this Agreement, you represent that you have the capacity to be bound by it.

You may not use the Services and may not accept this Agreement if (a) you are not of legal age to form a binding contract with Gobot, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are a resident or from which you use the Services.

## Your Profile Information and Account

In order to access certain Services, you may be required to provide information about yourself (such as API, email address, identification or other contact details) as part of the registration process for the Service or as part of your continued use of the Services. You may also have to create passwords or other forms of authentication. By providing us with your e-mail address, you agree to receive all required notices electronically to that e-mail address. It is your responsibility to update or change that e-mail address, as appropriate.

You agree to provide true, accurate, current and complete information about yourself, and you may not misrepresent your profile information. You agree and understand that you are responsible for maintaining the confidentiality of any such information or passwords. Accordingly, you agree that you will be solely responsible to Gobot for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Gobot immediately.

Your right to access and use the Services is personal to you and is not transferable by you to any other person or entity. You agree not to disclose your password to any third party. You are solely responsible for all activities that occur under your Account or under

your Profile Information. If you become aware of any unauthorized use of your Account or Profile Information, you are responsible for notifying Gobot immediately.

## Beta

Given that the Services are currently in a beta phase, the Services are being offered to you at no fee in exchange for your feedback as to the Services. Gobot may end the beta at any time and offer the Services to you for a fee. Gobot may also, at its discretion, offer a free plan and a trial period for its paid plans.

Subject to the terms and conditions of this Agreement, Gobot hereby grants to you a fully revocable, limited, personal, non-transferable license to use the Services in the manner contemplated by this Agreement solely for your internal business purposes. You shall have no right to sub-license or resell the Services or any component thereof.

**If you use the Services for free, including during the beta phase, you agree (a) to make commercially reasonable efforts to share with Gobot, via a Gobot questionnaire or the bug reporting tool in Gobot or otherwise, feedback as to your experience using the Services and to volunteer any changes you might recommend so that Gobot can, at its discretion, improve its Service, and (b) to fully assign, and you hereby do assign, to Gobot all rights to any improvements or changes to Gobot you conceive of.** You agree to comply with any other additional terms, restrictions or limitations (including limitations on the total amount of usage) we impose in connection with the beta. You may not sign-up for multiple Accounts in order to receive additional benefits during the beta.

During the beta phase your account will be limited to no more than 20 bots and a total of 400,000 chats per month. Gobot's failure to enforce at any time any of the foregoing usage limits shall not constitute a waiver of any such limit or of any other provision in this Agreement. A chat is counted each time a chatbot loads on the page(s) it is embedded on irrespective of whether the chatbot is engaged by a website visitor.

At the end of the Gobot beta phase, Gobot may, at its discretion, automatically enroll you in Gobot's free plan and email you regarding its paid plans. Gobot may, at its complete discretion, offer all beta participants a discount on its paid plans.

## Cancellation and Termination

If you wish to cancel your Gobot account, you can do so by logging into your account. Upon cancellation, Gobot is under no obligation to maintain or store your account information or Content. Gobot may, at its option, either delete your information and Content immediately or retain it (in full or in part) in accordance with Gobot's processes and practices.

Gobot reserves the right at any time, and without cost, charge or liability, to terminate this Agreement and your account at its sole discretion for any reason, including, but not limited to, a failure to comply with the terms of this Agreement. In addition, Gobot may, in its sole discretion, at any time, temporarily or permanently suspend access to your account or Services for any violation or suspected violation of this Agreement. Gobot also reserves the right to deny access to anyone, including, but not limited to those users who use proxy servers and/or IP addresses residing in certain geographical areas outside of Canada and the United States. Gobot reserves the right to terminate any portion of the Site at any time, for any reason, with or without notice.

## Submission of Content

The Site and the Services available thereon enable you to provide, upload or import content, including but not limited to text, images, video, data, web pages and other information or content (collectively, "Content"), to Gobot for the purpose of providing the Services. You acknowledge and agree that you are solely responsible for all Content you submit, provide, upload or import and the consequences for submitting, providing, uploading or importing such Content.

Your Content belongs to you and will continue to belong to you. Any chatbots you create using our Services may be used by you for any lawful purpose, personal or business during your subscription term, provided however that you may not resell or license any template or other Gobot materials or content or otherwise violate any terms of this Agreement.

If you cancel your subscription, Gobot will discontinue providing hosting and any integration and back-end services for your chatbots. This means that you will no longer be able to use your account to access the chatbots you have created using our services.

You agree that by uploading, importing or otherwise providing any Content on or through the Site and/or the Services, you grant, and have all necessary rights and permissions to grant, to Gobot a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, process, display, all or any portion of such Content, solely in connection with providing the Services to you. This license includes the right to host, index, cache or otherwise format your Content in order to provide the Services.

You represent and warrant that you own your Content or have the necessary licenses, rights, consents and permissions to grant the license set forth herein and that its provision to Gobot or Gobot's use thereof will not violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity.

Gobot retains the right to use or distribute any Aggregated Data generated by our customers or users. "Aggregated Data" means records which have been stripped of information potentially identifying customers or end-users, and which have been manipulated or combined to provide generalized, anonymous information.

#### Intellectual Property Rights

All right, title, interest and ownership and intellectual property rights in and to the Site, Gobot trademarks and the templates provided via the Site, including but not limited to its "look and feel" (e.g., text, logos, graphics, images, videos, buttons, icons and the placement and layout thereof), images, video, audio, data, content, software (including html-based computer programs) and other media, material or information, other than your Content, are and will remain the property of Gobot or its software or content suppliers. Any templates or derivatives of templates provided that you may build using the Site belong to Gobot. Gobot owns any data and other output generated by your use of the Site and/or the Services during the term of this Agreement. The Site is protected under United States and international copyright, trademark and other laws and treaties.

Subject to the terms and conditions of this Agreement, Gobot grants to you, during the term of this Agreement, a non-transferable, non-sublicensable, non-exclusive, revocable, limited-purpose right to access and use the Services that are subject to a valid Subscription.

You acknowledge that any ideas, suggestions, concepts, processes or techniques which you provide to Gobot related to the Services, the Site or Gobot or its business

("Feedback") shall become Gobot's property without any compensation or other consideration payable to you by Gobot, and you do so of your own free will and volition. Gobot may or may not, in its sole discretion, use or incorporate the Feedback in whatever form or derivative Gobot may decide into the Site, its software, services, documentation, business or other products, or any future versions or derivatives of the foregoing. You hereby assign all rights on a worldwide basis in perpetuity to Gobot in any Feedback and, as applicable, waive any moral rights.

The following are registered trademarks, trademarks or service marks of Gobot LLC or its Affiliates: Gobot™. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Gobot LLC or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms & Conditions grants you any right to use any trademark, service mark, logo, and/or the name of Gobot LLC or its Affiliates.

#### Acceptable Use and Conduct

You agree that that you will not publish or make available any Content that, or use the Site in a manner that:

- contains software viruses, Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- except where expressly permitted, engages in spamming, "chain letters", "pyramid schemes", advertisement of illegal or controlled products or services, or other advertising or marketing activities that violate this Agreement, the Privacy Policy or any applicable laws, regulations or generally-accepted advertising or marketing industry guidelines;
- is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;
- is libelous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another's privacy;
- is harmful to minor;

- is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by Gobot;
- impersonates a Gobot employee, or any other person, or falsely states or otherwise misrepresents your affiliation with any person or entity, or to obtain access to the Site or a portion thereof without proper authorization;
- interferes or attempts to interfere with the proper working of the Site or prevents others from using the Site, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Site, or that otherwise negatively affects other persons' ability to use the Site, or inadvertently or intentionally disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Site or any other site or system in use by another user of Gobot;
- uses any manual or automated means, including agents, robots, scripts, or spiders, to monitor or copy the Site or the content contained therein;
- facilitates the unlawful distribution of copyrighted Content;
- licenses, sublicenses, rents or leases the Services to third parties, uses the Services for third party training, commercial time-sharing or service bureau use, or otherwise makes the Services available to third parties or otherwise commercially exploits the Services;
- includes personal or identifying information about another person in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Site to users;
- constitutes or contains any form of advertising or solicitation to users who have requested not to be contacted about other services, products or commercial interests;
- stalks or otherwise harasses anyone on the Site or with information obtained from the Site;
- collects, uses or discloses data, including personal information, about users without their informed consent or for unlawful purposes or in violation of applicable law or regulations;
- requests, solicits or otherwise obtains access to usernames, passwords or other authentication credentials from any user of the Site for the purposes of automating logins to the Site;
- attempts to gain unauthorized access to the computer systems of Gobot or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Site;

- posts adult or pornographic Content;
- decompiles or reverse engineers or attempt to access the source code of the software underlying the Site, the Services or any other Gobot technology;
- copies, archives, stores, reproduces, rearranges, modifies, downloads, uploads, creates derivate works from, displays, performs, publishes, distributes, redistributes or disseminates all or any part of the Site;
- accesses the Site for the purposes of building a product using similar ideas, features, functions, interface or graphics as those found in the Site;
- accesses the Site for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or
- accesses the Site to upload any Content or computer code for the purposes of: (i) causing a breach of security to the Site; (ii) interfering with the proper working, functionality or performance of the Site; or (iii) preventing others from accessing or using the Site.

### Confidential Information

You agree to safeguard and not to disclose to any third party, any Confidential Information acquired, learned or provided from Gobot during the term of this Agreement or following the expiration or termination of this Agreement. "Confidential Information" means any information marked confidential or that ought reasonably to be considered confidential under the circumstances and includes, without limitation, any of Gobot's business plans, customer lists, operation procedures, trade secrets, design formulas and programming code, know-how and processes, computer programs and inventions, discoveries, and improvements of any kinds.

### Disclaimer of Warranties

YOUR USE OF THE SITE AND ALL CONTENT FORMING PART OF OR RELATED TO THE SITE, INCLUDING ANY CONTENT YOU UPLOAD OR SUBMIT AND ANY THIRD PARTY SOFTWARE AND CONTENT, ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOBOT EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,



ACCURACY, COMPLETENESS, PERFORMANCE, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT.

GOBOT DISCLAIMS ANY WARRANTY THAT THE SITE OR ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY THIRD PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT, FROM TIME TO TIME, GOBOT MAY REMOVE THE SITE FOR INDEFINITE PERIODS OF TIME WITHOUT NOTICE TO YOU. YOUR ACCESS AND USE OF THE SITE MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE OR OTHER ACTIONS THAT GOBOT, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE. GOBOT MAKES NO GUARANTEE REGARDING: (A) THE SECURITY OF ANY INFORMATION PROVIDED BY YOU INCLUDING BUT NOT LIMITED TO YOUR API; OR (B) THE COMPATIBILITY OF YOUR SOFTWARE, HARDWARE OR CONTENT WITH THE SITE.

GOBOT IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF, OR FOR THE FAILINGS OF, ANY THIRD-PARTY PROVIDER OF ANY CONTENT, SERVICE, NETWORK, SOFTWARE OR HARDWARE, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, HOSTING SERVICES UTILIZED BY GOBOT, TELECOMMUNICATIONS PROVIDERS, CONTENT PROVIDED BY OTHER USERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY GOBOT.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR CONTENT IS COMPATIBLE WITH THE SITE. GOBOT DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF YOUR CONTENT BY THIRD PARTIES OR OTHER USERS OF THE SITE AND IS NOT RESPONSIBLE FOR PROTECTING YOUR CONTENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR

OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOBOT OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE SITE IS OFFERED AND CONTROLLED BY GOBOT FROM ITS FACILITIES IN THE UNITED STATES. GOBOT MAKES NO REPRESENTATIONS THAT THE SITE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

#### Third Party Sites and Content

The Site may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. These other websites are not under Gobot's control, and you acknowledge that Gobot is not responsible or liable for any third party content, including but not limited to the accuracy, integrity, quality, usefulness, legality, appropriateness, safety or intellectual property rights of or relating to such third party content or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Gobot or any association with its operators. You further acknowledge and agree that Gobot shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party content, goods or services available on or through any such website or resource. Access and use of third party sites, including the information, material, products and services on third party sites or available through third party sites, is solely at your own risk.

#### Limitation of Liability / Exclusion of Consequential and Related Damages

NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE

THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE "FEES" SECTION OF THE AGREEMENT.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

THE FOREGOING LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO ANY DAMAGES INCURRED BY REASON OF ANY CONTENT OR SERVICES PROVIDED ON ANY THIRD PARTY SITES OR OTHERWISE PROVIDED BY ANY THIRD PARTIES OTHER THAN GOBOT AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU ON ANY THIRD PARTY SITES. YOU ALSO AGREE THAT GOBOT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS THE RESULT OF ANY INTERACTIONS OR DEALINGS WITH ADVERTISERS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

Gobot reserves the right to modify, suspend or discontinue the Site and/or Services, or any portion thereof, with or without notice at any time and for any reason, including, but not limited to, a failure to comply with the terms of this Agreement. Gobot shall have no liability whatsoever for any damages, liabilities, losses or any other consequences that you may incur as a result of any such modification, suspension or discontinuance.

#### DMCA Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Company's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing: 1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner; 2. Identification of the copyrighted work that you claim has been infringed (please include the applicable registration number(s) as applicable); 3. Identification of the material that is claimed to be infringing and where it is

located on the Services (You must include the URL(s) (the location(s) of the page(s) that contains the allegedly infringing material and also include a description of the specific content which you claim is infringing on your copyright); 4. Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and, e-mail address; 5. A statement that you 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 law; and 6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner or the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. I also affirm that as the copyright owner or its authorized agent, I 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."

The above information must be submitted to the following DMCA Agent:

Name: Copyright Agent Attn: DMCA Notice

Company: Gobot LLC

Address: 378 Crest Rd, Ridgewood NJ 07450

Telephone: 201.696.2699

Fax: N/A

Email: max@getgobot.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES. Please note that this procedure is exclusively for notifying Company that your copyrighted material has been infringed. The preceding requirements are intended to comply with Company's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. If a DMCA Takedown Notice has been filed

against you, we will attempt to notify you and provide you with a copy of the Takedown Notice. If you have a good faith belief that you have been wrongfully accused, you may file a Counter Notice with us. If we receive a valid counter notification complying with the requirements of the DMCA, the DMCA provides that the removed or disabled material will be restored or access re-enabled. We will restore the removed material and cease disabling access to it in not less than 10, nor more than 14, business days following receipt of a Counter Notice complying with the requirements of the DMCA, unless we first receive notice from the complaining party that such complaining party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on this Site. Please be advised that United States copyright law provides substantial penalties for a false Counter Notice filed in response to a Takedown Notice. Accordingly, if you are not sure whether certain material of yours is protected by copyright laws or infringes a third party's copyright, we suggest that you first contact an attorney. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

#### Indemnity

You agree to indemnify, defend, and hold harmless Gobot, and its subsidiaries, affiliates, co-branders, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives, from and against any third party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys' fees) arising out of or relating to this Agreement (including but not limited to your breach or alleged breach of the Agreement), or the Site, including but not limited to in relation to: (a) your use, non-use or misuse of, or connection to the Site, the Services and any Content, including without limitation your Content and any third party Content, forming part of the Site; and (b) your violation of any rights, including intellectual property rights, of a third party. Gobot reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Gobot and you agree to cooperate with Gobot's defense of these claims. You agree not to settle any matter without the prior written consent of Gobot. Gobot will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### Agreement to Governing Law and Jurisdiction

If there is any dispute between you and Gobot about or involving this Agreement, the Site or the Services, you hereby agree that the dispute shall be governed by and

construed in accordance with the laws of the state of New Jersey, without regard to its conflict of law provisions. You hereby agree to submit to the exclusive jurisdiction of the courts in Bergen County, New Jersey, with respect to any claim, proceeding or action relating to or otherwise arising out of this Agreement, the Site or the Services, howsoever arising, provided always that Gobot may seek and obtain injunctive relief in any jurisdiction. YOU AGREE TO WAIVE A TRIAL BY JURY.

### Severability

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

### Legal Remedies

You agree that this Agreement is specifically enforceable by injunctive relief and other equitable remedies without proof of monetary damages.

You agree that if Gobot does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Gobot has the benefit of under any applicable law), this will not be taken to be a formal waiver of Gobot's rights and that those rights or remedies will still be available to Gobot.

### Surviving Provisions

The sections of "Submission of Content", "Intellectual Property Rights", "Confidential Information", "Disclaimer of Warranties", "Third Party Sites and Content", "Limitation of Liability/Exclusion of Consequential and Related Damages", "Indemnity" and "Agreement to Governing Law and Jurisdiction", "Severability", "Legal Remedies", and any other provisions that by their nature are intended to survive will survive any actual or purported termination of your account or termination or expiration of this Agreement and shall continue in full force and effect.

### Manner of Giving Notice

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal

delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Billing-related notices to you shall be addressed to the relevant billing contact designated by you. All other notices to you shall be addressed to the relevant contact designated by you.