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## **TERMS OF SERVICE**

### **STEPS INSITU**

Welcome to Steps Insitu. <http://www.stepsinsitu.com> is a website (the “Website”) owned and operated by Steps Insitu, LLC (the “Company”), a limited liability company organized and existing under the laws of the New Jersey, in conjunction with the Company’s medical situational simulator software in the format of a React Native program for use on handheld mobile tablet devices (the “Website”).

**PLEASE READ THESE TERMS OF SERVICE (THIS “AGREEMENT” OR THESE “TERMS”) CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THIS AGREEMENT FOR THE FIRST TIME), YOU ARE AGREEING TO COMPLY WITH THIS AGREEMENT, WHICH MAY CHANGE FROM TIME TO TIME WITHOUT NOTICE TO YOU, AS SET FORTH HEREIN BELOW.**

**THIS AGREEMENT IS A BINDING AGREEMENT BETWEEN THE COMPANY AND YOU (“YOU” OR “USER”). YOUR CONTINUED USE OF THIS WEBSITE FOLLOWING ANY CHANGES SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO THIS AGREEMENT AND/OR THE PRIVACY POLICY, THEN YOU MAY NOT USE THE WEBSITE.**

**YOU ARE HEREBY, AFTER USAGE OF SAID WEBSITE, ENTERING INTO AND AGREEING TO BE BOUND BY THIS AGREEMENT.**

**IF YOU DO NOT AGREE OR WISH TO BE BOUND BY THIS AGREEMENT, DISCONTINUE YOUR USAGE OF WEBSITE AND NAVIGATE AWAY FROM IT IN YOUR BROWSER.**

#### **1. GENERAL AND DEFINITIONS.**

“User” shall mean, in addition to the definition above, and not in derogation thereof, any individual who accesses the Website, whatsoever, including, but not limited to, You, and other individuals as context may require.

“Usage rules” means, the Google Play Developer Distribution Agreement (as amended February 26, 2018 or otherwise) and/or any similar rules promulgated by other platform providers, (“Usage Rules”) established by any other third-party whose usage rules or similar terms of use are bound, such as Apple, Inc., and Google, LLC, its subsidiaries and affiliates (singularly and collectively “Platform”) and such other third-party content providers, affiliates, licensors and/or vendors (“Vendors”).

The term “Application,” in addition to the definition set forth above, shall include to mean, and refer to the following:

- i. the mobile software Application accompanying this Agreement, including, without limitation, any software code, algorithms, scripts, interfaces, graphics, displays, text, content, documentation, APIs, and other components;
- ii. any updates, modifications or enhancements to the items listed in subsection (i) regardless of whether the same are accessible by You or not; and
- iii. any specific website the Application directs you to via any browser located on your Device, if the same is maintained by the Company, or its affiliates.

“Device” shall mean any handheld tablet computing device capable of operating the Application, meaning and intending to include the iPad Pro , iPad Air (2020) , iPad Air 2 , iPad (2020), iPad Mini 4 , iPad Mini (2020) , Android Devices (Google), Samsung Galaxy Tab A, Samsung Galaxy Tab S5, Samsung Galaxy Tab S6, Asus ZenPad 3S 10, and such other similar products that run the operating system Android by Google and/or iOS by Apple.

“Device” shall include the foregoing “Devices” and also include any machine which is capable of accessing and/or viewing the Website.

## **1.1 PURPOSE & LICENSE GRANT**

**NO MEDICAL ADVICE. THE INFORMATION CONTAINED IN OR MADE AVAILABLE THROUGH THE WEBSITE (INCLUDING BUT NOT LIMITED TO INFORMATION CONTAINED WITHIN FORUMS OR IN DOWNLOADS) CANNOT REPLACE OR BE A SUBSTITUTE FOR THE SERVICES OF TRAINED PROFESSIONALS IN ANY FIELD, INCLUDING, BUT NOT LIMITED TO, FINANCIAL, MEDICAL, OR LEGAL MATTERS. IN PARTICULAR, YOU SHOULD REGULARLY CONSULT A TRAINED PROFESSIONAL IN ALL MATTERS RELATING TO MEDICAL ISSUES, PARTICULARLY CONCERNING ANY SYMPTOMS THAT MAY REQUIRE DIAGNOSIS OR MEDICAL ATTENTION. FOR PRODUCTS, YOU SHOULD ALWAYS CONSULT WITH THE OFFICIAL PRODUCT DOCUMENTATION THAT COMES WITH THE PURCHASE OF ANY PRODUCT.**

**YOU ARE SOLELY RESPONSIBLE FOR THE CONTENT, INFORMATION AND OTHER MATERIALS THAT YOU POST ON THE WEBSITE OR TRANSMIT TO OTHER WITHIN YOUR ORGANIZATION, ALONG WITH SCENARIOS YOU USE (AS DEFINED HEREIN BELOW) AND AGREE THAT YOU WILL NOT HOLD THE COMPANY RESPONSIBLE OR LIABLE FOR ANY CONTENT AND/OR INFORMATION THAT YOU ACCESS ON OR WHILE UTILIZING THE WEBSITE.**

The Website and its content, including the web-based apps including but not limited to “Account,” “Scenarios,” “Debriefings,” “Situation,” “Assessment,” “Background,” “Recommendations” and/or “Library” (as amended) (collectively, the “Features”) and/or accounts and all functionality related incidentally and/or indirectly thereto, (including those web services for which we may specifically provide a separate customer agreement) and any derivative works or enhancements of the same, including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos,

sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the “Features”) and all intellectual property rights to the same are owned by the Company. Additionally, all trademarks, service marks, trade names and trade dress that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms, you shall not acquire any right, title or interest in the Website or any Features. Any rights not expressly granted in these Terms are expressly reserved.

The Website provided and some or all servers that make them available may reside in the United States and Canada. The laws of other countries may differ regarding the access and use of some services. The Company makes no representations regarding the legality of the Website in any other country and it is your responsibility to ensure that your use complies with all applicable laws.

You may not access the Website if you are a direct competitor of the Company, except with the Company’s prior written consent. In addition, you may not access the Website for the purposes of monitoring its availability, performance, functionality, or for any other benchmarking or competitive purpose.

You agree that at all times while using the Website that you will comply with all Applicable Federal, State, international, and local laws including, without limitation, copyright law. Except as expressly permitted in this Agreement, You may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit the Website for any purpose, whatsoever, without obtaining prior written consent from the Company, any third-party, including other Vendors, or other Users in the case of User-Generated Content, as set forth hereinafter, who is the respective owner of such content. You hereby expressly acknowledge that you do not acquire any ownership rights or interests of any nature by way of any usage of the Website, and that the Company may revoke this license without any notice to You whatsoever, and thereby your rights to continued usage of the Website.

## **1.2 RESTRICTIONS ON USE.**

The Website is for the educational use of Users only, unless otherwise set forth herein. Illegal and/or unauthorized uses of the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil actions, criminal prosecution, and injunctive remedies. **Use of the Website may be revoked at any time, as determined in the Company’s sole discretion.**

Any unauthorized use of the Website or publication of its contents, or other distribution or public exhibition of the materials provided on the Website, in whole or in part, is strictly prohibited as set forth herein.

You shall use the Website in strict accordance with this Agreement, and the Terms of the Related Agreements, and shall not do any of the following, in whole or in part, or in any way engage in any behavior or actions similar in intent to those which follow:

- i. Remove, alter, obscure, cover, or distort any proprietary notice, including notices of copyright, trademark, or the like, on the Website whether said notice is of the Company, its affiliates, a Platform, Vendors, other Users, or any other party;

- ii. Circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the, use of the Website;
- iii. Use an automatic device (such as a robot or spider) or manual process to copy or scrape the Website for any purpose without the express written permission of the Company. Notwithstanding the foregoing, the Company grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy the Website for the sole purpose of creating (and only to the extent necessary to create) to include the Website only---not its content---in search results that are available to the public. The Company reserves the right to revoke this permission (generally or specifically) at any time without notice;
- iv. Collect or harvest any personally identifiable information from the Website besides that information expressly identified in the Privacy Policy;
- v. Attempt to or interfere with the proper working of the Website or impair, purposely overburden, or disable the same;
- vi. Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the whole, or any portion, of the Website;
- vii. Hack the Website, attempt to introduce and/or elicit a DDOS (denial of service), introduce any malware, spam or any code or content with a malicious intent to the Website or the Steps Insitu digital ecosystem;
- viii. Use network-monitoring software to determine architecture of or extract usage data from the Website;
- ix. Encourage, or engage in, conduct that violates any local, state, Federal, or international law, either civil or criminal, or impersonate another user, person, or entity (e.g., accessing another member's account without permission, etc.);
- x. Violate U.S. export laws, including, without limitation, Export Administration Act, the Export Administration Regulations administered by the Department of Commerce and/or the International Traffic in Arms administered by the Department of State;
- xi. Engage in any conduct that restricts or inhibits any other User from using or enjoying the Website;
- xii. Use the Website to encourage, or engage in, conduct taking place offline or on other third-party Websites that violates any local, state, Federal, or international law, either civil or criminal;
- xiii. Fail to remove, eliminate, resolve and/or take down any content allegedly infringing of a third-party's rights of any kind;

- xiv. Use the Website for any purpose for which it is not designed or intended;
- xv. Install, use, or permit the Website to be in active simultaneous use on more than one Device at a time, or on any other Device, unless otherwise permitted, or required to be permitted, by a Platform;
- xvi. Make the Website available over a network or other environment permitting access or use by multiple Devices or Users at the same time, unless otherwise permitted, or required to be permitted, by a Platform;
- xvii. Use the Website for creating a product, service, or software that is directly or indirectly competitive with, or in any way a substitute for any service, product, or software, in whole or in part, of the Company, whether or not such functionality is incorporated into the Website or not;
- xviii. Use the Website to send automated queries to any website, or to send any unsolicited spam or email; and/or
- xix. Use any proprietary information or interfaces of the Company or a Platform, or other intellectual property of the Company or a Platform in the design, development, manufacture, licensing, or distribution of any Website, website, accessories, devices, or the like for use with or in substitution of the Website.

You agree to cooperate fully with the Company to investigate any suspected or actual activity that is in breach of this Agreement.

### **1.3 TERM.**

This Agreement and rights hereby established by this Agreement shall be effective until terminated. The Company may terminate said license and/or right and/or this Agreement with, or without any notice to You whatsoever.

### **1.4 TERMINATION.**

The Company may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this Agreement, the Website, Your usage and access of the Website, and any rights or license rights afforded to You hereunder with or without prior notice. Furthermore, if You fail to comply with any terms and conditions of this Agreement, then this Agreement and any rights granted to You or license hereby granted to You shall terminate automatically, without any notice or other action by Company. Upon the termination of this Agreement, You shall cease all use of the Website and uninstall the Website.

## **2. ACKNOWLEDGEMENT.**

You hereby acknowledge that This Agreement is formed between You and the Company only. The Company is responsible, as set forth herein, for the Website.

### **3. USER REGISTRATION.**

Through the Website, You may be able to become a member of a certain class of user that may allow access to and/or use some features or functionality of the Website that may otherwise be restricted, including, but not limited to the Features. In order for Your access to said Features or functionality to be accessible, you must first register for an account, or “Account” as hereinafter defined.

IF YOU ARE UNDER THE AGE OF THIRTEEN (13), THEN YOU ARE NOT PERMITTED TO REGISTER AS A USER, FOR AN ACCOUNT, OR OTHERWISE SUBMIT PERSONAL INFORMATION TO THIS WEBSITE OR TO THE COMPANY. You hereby certify and hold the Company harmless that your participation in and access of this Website, or in any way your usage of the Company’s services, that you are thirteen (13) years of age, or older, as aforesaid. Furthermore, you represent and warrant that you have the right, authority and capacity to enter into this Agreement, and that you are not a person barred from receiving services under the laws of the United States or other Applicable jurisdiction. You further agree to provide true, accurate, current and complete information about yourself on the Services registration form. If the Company suspects that any information provided is untrue, inaccurate, outdated or incomplete, the Company has the right to refuse any and all current or future use of the Website (or any purchase thereof), including purchase of any of our services.

#### **3.1 USER ACCOUNT(S) / “ACCOUNTS.”**

- A.** Through the Features, you may be able to become a member of a certain class of user, including **Educator, Facilitator and/or Participant** that may be allowed access to and/or use some of the Features for purposes of viewing, managing and/or participating in educational simulations, such as Scenarios. Such a personalized registered account shall be referred to as a “Account.” If you are under the age of thirteen (13), then you are not permitted to register an Account or otherwise submit personal information to the Website.
- B.** To register an Account, you shall provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will either confirm or input identifying information, which may permit you access to certain areas of the Website not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Account. You are solely responsible for the activity that occurs under your Account, whether or not you have authorized the activity. You agree to promptly provide us with detailed written notice thereof to info@Steps Insitu.com of any breach of security or unauthorized use of your Account.
- C. Future and/or Deletion of Features.** The Company reserves the right to implement novel Features or to disable and/or delete existing Features without notice to You.

## **4. INTELLECTUAL PROPERTY RIGHTS.**

### **4.1 RIGHTS TO THE WEBSITE.**

You acknowledge and agree that the Website, and all copyrights, patents, trademarks, trade secrets, and other intellectual property rights associated therewith are, and shall remain, the property of the Company, and that the content, and all functionality related incidentally an/or indirectly thereto, and any derivative works or enhancements of the same, including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features shall remain the property of the Company, its affiliates, a Platform, Vendors, or other Users in the case of User-Generated Content, as the case may be. Except for the limited use rights granted to You in this Agreement, you shall not acquire any right, title, or interest in the Website, including intellectual property rights, and that no such rights, title, or interest shall be derived by you in or to the Website by implication, estoppel, or any other legal theory. Any rights not specifically set forth herein are expressly reserved by the Company.

### **4.2 THIRD-PARTY SOFTWARE.**

The Website may utilize or include third-party software that is subject to open source and third-party license terms (“Third-Party Software”) and/or other functionalities, including APIs. You acknowledge and agree that Your right to use such Third-Party Software as part of the Website is subject to, and governed by, the terms and conditions of the open source or third-party license Applicable to such Third-Party Software, including, without limitation, any Applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between This Agreement and the terms of such open source or third-party licenses, the terms of the open source or third-party licenses shall control with regard to Your use of the relevant Third-Party Software, but in no way shall be Applicable to the balance of the Website not so thereby governed. In no event, shall the Website or components thereof be deemed to be “open source” or “publicly available” software as those terms may be in common usage in similar scenarios.

### **4.3 THIRD-PARTY PAYMENT PROCESSING.**

The processing of payments made on the Website may be handled by a third-party called Stripe. Said third-party payment processor may have its own terms of service or other agreements with which you must agree before making payment online and/or may be agreeing to tacitly by making and/or receiving payment online. By accepting this Agreement, you specifically agree that the processing of payments is handled by a third-party other than the Company and is subject to the Indemnifications and Limitation of Liability reflected below.

### **4.4 COMPANY’S MARKS.**

You are not authorized to use the Company trademarks in any advertising, publicity or in any other commercial manner without the prior written consent of Company, which may be withheld for any or no reason.

#### **4.5 INFRINGEMENT ACKNOWLEDGEMENT.**

You and Company acknowledge and agree that, in the event of a third-party claim that the Website or Your possession or use of the Website infringes any third-party's intellectual property and/or any other rights, You (and not Company nor a Platform) will be responsible for the investigation, defense, settlement, and/or discharge of any such claim of intellectual property infringement. A Platform shall expressly be waived hereby of any and all such liability. You will, however, promptly notify the Company in writing of such a claim.

#### **5. SERVICES AND ACCOUNT.**

The Company agrees to provide you with services for the specific edition of the Website provided, developed, operated, and/or maintained by the Company, and accessible via designated platform, or ancillary online or offline products and services provided to You by Company as related specifically to Your use of the Website, to which you are being granted access under this Agreement. You may be required to establish an account, for which access may or may not be granted via ancillary online or offline products and services as specifically related to the Website. Any access to said account or other services provided on any device other than the Device for which the Website is intended, including, but not limited to the Application, shall not in any way be guaranteed. No rights shall be given to You in furtherance of this Agreement to such ancillary products or services, and the terms of this Agreement shall be the full extent of the Agreement between You and the Company. Such ancillary products and services are solely for Your convenience, and You do not gain any additional rights, or remedies thereby. The Company may, in its sole discretion, and without notice whatsoever, discontinue, alter, or change in whole or in part said ancillary services or products.

#### **6. RESTRICTION ON TRANSFER.**

You may not rent, lease, lend, sublicense or transfer the Website, Application, Account, this Agreement, or any of the rights granted hereunder. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect, and the Company expressly reserves all rights that it may have hereunder or otherwise.

#### **7. USE OF INFORMATION.**

##### **7.1 CONSENT TO USE INFORMATION.**

You hereby authorize and consent to the collection, storage and use, by the Company and its affiliates, partners and agents, including a Platform and the Company's Vendors, of any information and data related to or derived from Your use of the Website, and any information or data that You provide to Company and its affiliates, partners and licensors, including a Platform and the Company's Vendors ("Information"). Without limiting the generality of the foregoing, the Information shall include, without limitation, the following types of information and data, in an aggregate (not user level) form: data including scenario results (debriefs), skill levels completed, objectives selected and completed, including occurrences of medical errors performed during scenarios, search requests, search results, patterns, data and suggestions based on user actions. Notwithstanding the foregoing, You shall not



provide or disclose, and the Information shall not include any information or data, that is personally identifiable to You. You hereby grant the Company a perpetual license to use, redact, republish, modify, copy and distribute the results of completed or attempted Scenarios in accordance with the Privacy Policy. The Information will be treated as being non-confidential and nonproprietary, and the Company assumes no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction. The Company will also be free to use any ideas, concepts, know-how or techniques contained in the Information for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such Information. The Company may use your personal information to contact you directly with prospective transactions if the Company believes it may be in possession of information about prospective deals that may be of interest to you.

## **7.2 PRIVACY POLICY.**

You represent that You shall comply with the terms and conditions of the Company Privacy Policy, which sets forth and describes the practices of Company with respect to the collection, use and disclosure of Information in connection with Your use of the Website. Company reserves the right to change the provisions of its Privacy Policy at any time and from time to time at its sole discretion. Company will post any changes to its Privacy Policy at the web address set forth in the preamble to this Agreement or make them available via this Website. Your use of the Website following the posting of such changes to the Privacy Policy will constitute Your acceptance of any such changes.

## **8. USER-GENERATED CONTENT.**

The Company may now, or in the future, permit registered Users to post, upload, transmit through, or otherwise make available on the Website (collectively, “Submit”) completed or attempted Scenario results and information generated related thereto, messages, contacts, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, financial information, legal information and/or other materials (“User-Generated Content”). User-Generated Content excludes “personally identifiable information.” Subject to the rights and license You grant herein, You retain all right, title and interest in your User-Generated Content. By Submitting User-Generated Content to the Company, You grant to the Company a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license of the maximum term permitted by law to copy, access, prepare derivative works of, remove, retain, process, analyze, display, upload, perform, distribute, store, modify and otherwise use without limitation the User-Generated Content in any manner as within the Company’s, including its successors’ in interest, sole discretion. The Company cannot guarantee any confidentiality with respect to User-Generated Content and the Company specifically reserves the express right to monitor User-Generated Content as it sees fit—even where such information has not been made public and is under a registered account. The Company reserves the right to utilize User-Generated Content for promotional or other purposes as reflected in our Privacy Policy. Otherwise, it is solely Your responsibility to monitor and protect any intellectual property rights that you may have in Your User-Generated Content, and we do not accept any

responsibility for same. You agree that the Company has no such responsibility. You are responsible to comply with all terms and conditions Applicable to Your User-Generated Content.

You shall not submit any User-Generated Content that is not Yours and is protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other Third-Party right without the express permission of the owner of the respective right. YOU, AND NOT THE COMPANY OR ANY PLATFORM, ARE SOLELY LIABLE FOR ANY DAMAGE RESULTING FROM YOUR FAILURE, WHETHER INTENTIONAL OR NOT, TO OBTAIN SUCH PERMISSION OR FROM ANY OTHER HARM RESULTING FROM USER-GENERATED CONTENT THAT YOU SUBMIT.

You represent, warrant, and covenant that you will not submit any User-Generated Content that:

- i. Violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other third party right of any person or entity;
- ii. Encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- iii. Contains a formula, instruction, or advice that could cause harm or injury;
- iv. The licensed use by the Company hereunder would result in us having any obligation or liability to any party;
- v. Is intentionally misleading or fraudulent; or
- vi. Violates any of the exclusions to use set forth herein.

Any conduct by a User that in our sole discretion restricts or inhibits any other User from using or enjoying the Website will not be permitted.

THE COMPANY RESERVES THE RIGHT TO DELETE, DISABLE OR OTHERWISE ELIMINATE FROM THE WEBSITE ANY USER-GENERATED CONTENT THAT THE COMPANY DEEMS VIOLATIVE OF THIS AGREEMENT AND/OR ANY RULE OF LAW, REGULATION OR PROTOCOL, IN ITS SOLE DISCRETION.

The Company has the right, but not the obligation, to monitor all User-Generated Content. The Company has no obligation to post, maintain or otherwise make use of User-Generated Content and does not guarantee distribution of User-Generated Content. The Company may discontinue operation of the Website and/or User-Generated Content, or Your use of the Website and/or User-Generated Content, in either case in whole or in part, in its sole discretion. You have no right to maintain or access your User-Generated Content on the Website and the Company has no obligation to return your User-Generated Content or otherwise make it available to You.

## **8.1 DIGITAL COMMUNICATION.**

THE COMPANY IS NOT RESPONSIBLE FOR COMMUNICATION INITIATED BY USERS—REGARDLESS OF THE CAPACITY IN WHICH THEY COMMUNICATE—THROUGH THE WEBSITE AND/OR WEBSITE.

The rights granted by You hereunder may not be terminated, revoked or rescinded and are not subject to reversion. If You become aware that User-Generated Content You have submitted includes any material for which You lack the unrestricted right to grant us the rights set forth above without obligations or liability to any party, You agree to promptly provide us with detailed written notice thereof to Steps Insitu, LLC, ATTN: LEGAL, 200 Walt Whitman Avenue, P.O. Box 1267, Mount Laurel, NJ 08054 and support@stepsinsitu.com.

The Company strives to keep User-Generated Content secure but cannot guarantee that it will be successful at doing so, given the nature of the Internet. Accordingly, You acknowledge that You bear sole responsibility for adequate security, protection, and backup of User-Generated Content. The Company strongly encourages You, where available and Appropriate, to: (a) use encryption technology to protect User-Generated Content from unauthorized access; (b) routinely archive User-Generated Content; (c) keep Your password and access details secure; and (d) keep Your User-Generated Content or any software that you use or run with the Website and/or Websites current with the latest security patches or updates. WE SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED ACCESS OR USE, CORRUPTION, DELETION, DESTRUCTION, OR LOSS OF ANY ACCOUNT AND/OR USER-GENERATED CONTENT.

In the event you elect, in connection with the Website to communicate to the Company suggestions for improvements to the Website, or to any other property of the Company, intellectual or otherwise (collectively, “Feedback”), the Company shall own all right, title, and interest in and to the same, even if You have designated the Feedback as confidential, and the Company shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title, and interest in and to the Feedback to us and agree to provide us such assistance as we may require to document, perfect, and maintain our rights to the Feedback.

In keeping with our efforts to maintain Your privacy, the Company will not disclose User-Generated Content to any governmental agency, body and/or department unless lawfully sought by presentation to us of a valid Subpoena, warrant or other such document.

## **9. INTENTIONALLY DELETED.**

## **10. THIRD-PARTY CONTENT AND SERVICES.**

### **10.1 GENERAL.**

You acknowledge that the Website may now or in the future permit access to products, services, websites, advertisements, promotions, recommendations, advice, information, and materials created and provided by government agencies, public record repositories, advertisers, publishers, content partners, marketing agents, vendors, blockchain, and other third parties, including in the form of “Ads” and/or APIs offered by such parties or other related vendors (“Third-Party Content and Services”),

which may or may not include a Platform, and/or the Vendors.

## **10.2 DISCLAIMER.**

**YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT INVESTIGATE, MONITOR, REPRESENT OR ENDORSE THE THIRD-PARTY CONTENT AND SERVICES (INCLUDING ANY THIRD-PARTY WEBSITES, OR OTHER SERVICES, AVAILABLE THROUGH THE WEBSITE). FURTHERMORE, YOUR ACCESS TO AND USE OF THE THIRD-PARTY CONTENT AND SERVICES IS AT YOUR SOLE DISCRETION AND RISK, AND COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS, INCLUDING A PLATFORM, SHALL HAVE NO LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE THIRD-PARTY CONTENT AND SERVICES. THE COMPANY HEREBY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY REGARDING THE THIRD-PARTY CONTENT AND SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REPRESENTATION, WARRANTY, OR GUARANTY REGARDING THE AVAILABILITY, QUALITY, RELIABILITY, FEATURES, APPROPRIATENESS, ACCURACY, COMPLETENESS, OR LEGALITY OF THE THIRD-PARTY CONTENT AND SERVICES.**

## **10.3 THIRD-PARTY TERMS OF SERVICE/OTHER AGREEMENT(S).**

You acknowledge and agree that Your access to and use of the Third-Party Content and Services and any correspondence or business dealings between You and any Third-Party located using the Website are governed by and require Your acceptance of the terms of service of such Third-Party, including, without limitation, any terms, privacy policies, conditions, representations, warranties or disclaimers contained therein, and that the Company and a Platform are not a party or in anyway bound by the same, nor does the Company nor a Platform bear any responsibility or liability related thereto. Furthermore, You acknowledge and agree that the Third-Party Content and Services and any related third-party terms of service are subject to change by the Applicable Third-Party at its sole discretion and without any notice. You assume all risks arising out of or resulting from your transaction of business over the Internet and with any Third-Party, and you agree that Company and its affiliates, partners, suppliers and licensors, including, but not limited to a Platform and the Vendors, are not responsible or liable for any loss or result of the presence of information about or links to such advertisers or service providers. Furthermore, You acknowledge and agree that You are not being granted a license to: (i) the Third-Party Content and Services; (ii) any products, services, processes or technology described in or offered by the Third-Party Content and Services; or (iii) any copyright, trademark, patent or other intellectual property right in the Third-Party Content or Services or any products, services, processes or technology described or offered therein.

#### **10.4 RELIANCE ON INFORMATION.**

**IN ALL INSTANCES, IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, TIMELINESS, COMPLETENESS, OR USEFULNESS OF THE WEBSITE, INFORMATION STORED ON OR ACCESSIBLE BY THE WEBSITE, AND THIRD-PARTY CONTENT AND SERVICES. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR A PLATFORM BE LIABLE FOR ANY LOSS, CLAIM, OR DAMAGE CAUSED BY YOUR RELIANCE OF THE WEBSITE, INFORMATION STORED ON OR ACCESSIBLE BY THE WEBSITE, AND THIRD-PARTY CONTENT AND SERVICES**

#### **10.5 ENDORSEMENTS.**

You acknowledge and agree that the provision of access to any Third-Party Content and Service shall not constitute or imply any endorsement by the Company or its affiliates, including a Platform, of such Third-Party Content and Services. The Company reserves the right to restrict or deny access to any Third-Party Content and Services otherwise accessible through the Website, although the Company has no obligation to restrict or deny access even if requested by You. The Company does not, nor shall any actions hereinafter taken, except for any written material that expressly waives this provision executed by the Company, endorse, warrant, or guarantee, nor shall the Company be responsible in any way for, the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Website by anyone other than authorized employees of the Company, or spokespersons acting in their official capacities with actual agency authority.

#### **10.6 INAPPROPRIATE MATERIALS.**

You understand that by accessing and using the Third-Party Content and Services that You may encounter information, materials and subject matter: (i) that You or others may deem offensive, indecent, or objectionable; (ii) which may or may not be identified as having explicit language; and (iii) that automatically and unintentionally appears in search results, as a link or reference to objectionable material. Notwithstanding the foregoing, You agree to use the Third-Party Content and Services at Your sole risk and that Company and its affiliates, partners, suppliers and licensors shall have no liability to You for information, material or subject matter that is found to be offensive, indecent, or objectionable.

#### **10.7 USE OF THIRD-PARTY CONTENT AND SERVICES.**

You agree that the Third-Party Content and Services contain proprietary information and material that is owned by Company and its affiliates, partners, suppliers and licensors and is protected by applicable intellectual property and other laws, including, without limitation, pursuant to copyright, and that You will not use such proprietary information or materials in any way whatsoever except for permitted use of the Third-Party Content and Services. No portion of the Third-Party Content and Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Third-Party Content and Services, in any manner, and You shall not exploit the Third-Party Content and Services in any unauthorized way whatsoever, including, without limitation, by trespass or burdening network capacity. You agree that You will not use any

Third-Party Content and Services in a manner that would infringe or violate the rights of any other party, and that Company is not in any way responsible for any such use by You.

## **11. USER LIABILITY.**

### **11.1 LIABILITY OF USERS.**

**YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL COMPLAINTS, CLAIMS, CAUSES OF ACTION, AND/OR LAWSUITS BY ANYONE CAUSED BY OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT AND/OR YOUR USE OF THE WEBSITE AND/OR USER-GENERATED CONTENT. YOU SHALL INDEMNIFY, DEFEND, REIMBURSE, AND HOLD HARMLESS THE COMPANY AND A PLATFORM FOR ANY AND ALL SUCH LIABILITY TO THE EXTENT PERMITTED BY LAW AND IN ACCORDANCE WITH THIS AGREEMENT.**

### **11.2 ACTIONS BY THE COMPANY.**

If the Company has reason to believe that You have engaged in any activities restricted by this Agreement, or any activities similar to the spirit and intent of such restrictions, or are in derogation of any responsibilities that You may have hereunder, then the Company may take various actions to protect the Company, other Users, a Platform, and other third-parties' claims, fees, fines, penalties, and any other liability. The actions the Company may take include, but are not limited to the following, and the Company does not hereby waive any other rights or remedies it may have:

- i. The Company may terminate, close, suspend, or limit Your access to your the Website or Account in whole or in part;
- ii. The Company may contact Third-Parties, Your bank or credit card issuer, other Users, and/or law enforcement, as deemed appropriate in the Company's sole discretion;
- iii. The Company may, without notice to You, update inaccurate information You provided;
- iv. The Company may refuse to provide an account, access to the Website, or Account or any other Website or services to You in the future; and/or
- v. The Company may take legal action against you.

### **11.3 ACTIONS BY OTHER THIRD-PARTIES.**

**YOU ARE RESPONSIBLE FOR THIRD-PARTY COMPLAINTS CAUSED BY OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, AS SET FORTH HEREIN, AND/OR YOUR USE OF THE WEBSITE AND/OR USER-GENERATED CONTENT. YOU AGREE TO INDEMNIFY, REIMBURSE, DEFEND, HOLD HARMLESS THE COMPANY AND A PLATFORM FOR ANY AND ALL SUCH LIABILITY.**

## **12. COMPATIBILITY.**

Company does not warrant that the Website will be compatible or interoperable with Your device or any other piece of hardware, software, equipment or device installed on or used in connection with your Device. FURTHERMORE, YOU ACKNOWLEDGE THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF YOUR DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT THE DAMAGE TO YOUR DEVICE, LOSS OF THE DATA LOCATED ON YOUR DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON YOUR DEVICE. YOU ACKNOWLEDGE AND AGREE THAT COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES SUFFERED RESULTING FROM OR ARISING IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS.

Compatible versions of operating systems and compatible devices supported by the Website will be available for review on the iTunes App Store and/or Google Play page for the Company and/or the Website.

## **13. PRODUCT CLAIMS.**

YOU ACKNOWLEDGE THAT YOU (NOT COMPANY OR A PLATFORM) ARE RESPONSIBLE FOR ADDRESSING ANY THIRD-PARTY CLAIMS RELATING TO YOUR USE OR POSSESSION OF THE WEBSITE, AND AGREE TO NOTIFY THE COMPANY OF ANY THIRD-PARTY CLAIMS RELATING TO THE WEBSITE OF WHICH YOU BECOME AWARE. FURTHERMORE, YOU HEREBY RELEASE THE COMPANY AND A PLATFORM FROM ANY LIABILITY RESULTING FROM YOUR USE OR POSSESSION OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (I) ANY PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE WEBSITE FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) ANY CLAIM ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.

## **14. INDEMNIFICATION.**

YOU AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES, INCLUDING ANY PLATFORM, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS, COSTS AND EXPENSES (INCLUDING ACTUAL ATTORNEYS' FEES AND COSTS INCURRED) ARISING OUT OF, RELATED TO, OR THAT MAY ARISE IN CONNECTION WITH:

- i. ANY CLAIM(S) WHATSOEVER THAT YOUR EDUCATION AND/OR TRAINING ON THE WEBSITE AND/OR APPLICATION CAUSED INJURY TO A THIRD PARTY WHETHER IN THE COURSE OF YOUR RENDERING OF MEDICAL SERVICES OR OTHERWISE;**
- ii. YOUR ACCESS TO OR USE OF THE WEBSITE AND/OR ACCOUNT AND/OR**

WEBSITE AND/OR YOUR RELIANCE ON ANY INFORMATION REFLECTED THEREIN;

- iii. USER-GENERATED CONTENT PROVIDED BY YOU OR THROUGH USE OF YOUR ACCOUNT AND/OR ACCOUNT, THAT INTERACTS WITH THE WEBSITE'S DATABASES;
- iv. ANY ACTUAL OR ALLEGED VIOLATION OR BREACH BY YOU OF THIS AGREEMENT;
- v. ANY ACTUAL OR ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT THAT YOU HAVE MADE TO THE COMPANY;
- vi. YOUR ACTS OR OMISSIONS;
- vii. LOSS OF OR DAMAGE TO USER-GENERATED CONTENT FOR ANY REASON.

YOU AGREE TO COOPERATE FULLY WITH THE COMPANY AND ANY PLATFORM IN THE DEFENSE OF ANY CLAIM THAT IS THE SUBJECT OF YOUR OBLIGATIONS HEREUNDER, AND YOU HEREBY ACCEPT THE PROVISIONS OF THIS AGREEMENT IN FULL, INCLUDING SPECIFICALLY YOUR AGREEMENTS IN SECTION 17 REGARDING SELECTION OF COUNSEL.

#### **15. DISCLAIMERS.**

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND ANY SERVICES OR CONTENT RELATED THERETO, INCLUDING THIRD-PARTY CONTENT AND SERVICES, AND USER-GENERATED CONTENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY:

- i. WARRANTIES THAT ANY SCENARIO, RECOMMENDATION, ASSESSMENT OR OTHER FEATURE OF THE WEBSITE WILL PROVIDE ANYTHING OTHER THAN ILLUSTRATIVE INFORMATION, OR PROVIDE ACCURATE, ACTIONABLE INFORMATION ON WHICH YOU CAN UNCONDITIONALLY RELY IN THE PRACTICE OF MEDICINE OR IN ANY OTHER CIRCUMSTANCE;**
- ii. WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS;**
- iii. WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE, AND ANY SERVICES OR CONTENT**



**RELATED THERETO, INCLUDING THIRD-PARTY CONTENT AND SERVICES, AND USER-GENERATED CONTENT**

- iv. WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE;
- v. WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE;
- vi. WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE;
- vii. WARRANTIES THAT YOUR USE OF THE WEBSITE WILL BE SECURE OR UNINTERRUPTED; AND
- viii. WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

THE COMPANY SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY ADVICE THAT MAY LEAD TO PHYSICAL DAMAGE, OR INJURY. ANY CONTENT OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT OR SOFTWARE.

IN THE EVENT OF ANY FAILURE OF THE WEBSITE TO CONFORM TO AN APPLICABLE WARRANTY, IF ANY DOES EXIST, WHICH THIS PARAGRAPH DOES NOT EXPRESSLY CREATE, THEN YOU MAY NOTIFY ANY PLATFORM, AND ANY PLATFORM MAY REFUND THE PURCHASE PRICE OF THE WEBSITE TO YOU; AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY PLATFORM WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE WEBSITE, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO ANY WARRANTY WILL BE THE COMPANY'S SOLE RESPONSIBILITY, IF AT ALL.

**16. LIMITATION ON LIABILITY.**

UNDER NO CIRCUMSTANCES SHALL THE COMPANY, AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES, INCLUDING, BUT NOT LIMITED TO ANY PLATFORM AND THE VENDORS, BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE, SERVICES, AND/OR THIS AGREEMENT. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION

WITH THE WEBSITE OR ANY LINKS ON THE WEBSITE, INCLUDING THOSE PROVIDED BY THE COMPANY, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR ANY LINKS ON THE WEBSITE, AND ALSO TO PHYSICAL DAMAGES OR INJURY SUFFERED AS A RESULT OF ANY INFORMATION, ADVICE, OR THE LIKE RECEIVED BY YOU EITHER DIRECTLY OR INDIRECTLY FROM THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY, USER-GENERATED CONTENT, OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE, OR ANY OTHER USERS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF THE COMPANY AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, OR IN ANY WAY RELATED TO THIS AGREEMENT, MUST BE FILED WITHIN SIX (6) MONTHS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM WILL BE FOREVER BARRED.

IN SOME JURISDICTIONS LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING, THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

## **17. DISPUTES INVOLVING THE COMPANY.**

**17.1 Pre-Arbitration Dispute Resolution.** The Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing us at support@stepsinsitu.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice should be sent to support@stepsinsitu.com ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If the Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Company may commence an arbitration proceeding.

**17.2 Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND THE COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY

NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

**17.3** In the event that a lawsuit is filed, or a claim is made and demanded, by You, or on Your behalf in any form whatsoever, against a User of the Website, and the Company needs to seek legal counsel for any involvement in the matter, You or Your legal representative shall pay for all legal fees incurred by the Company relating thereto. In such matters, and in any other matter in which You are liable to the Company for payment of attorneys' fees, as set forth herein, or otherwise permitted by law, nothing contained in this Agreement, including this clause, shall in any way limit the Company's right to hire legal counsel of its choice.

## **18. TERMINATION.**

The Company reserves the right in its sole discretion and at any time to terminate, revoke, or suspend your account and/or block your access to the Website for any reason including, without limitation if you have failed to comply with the letter, intention, or spirit of this Agreement. You agree that the Company and a Platform shall not be liable to you or any Third-Party for any termination or suspension of your account or for blocking Your access to the Website and/or any User-Generated Content that may reside there that was generated by You. You agree that You have no rights or interests in any information, data, or functionality of the Website, regardless if the same relates to You.

You may terminate your Account at any time by following instructions within the Website to terminate the account. The Company shall have no obligation to retain, preserve or maintain Your User-Generated Content following Your termination of an Account.

Any suspension or termination shall not affect Your obligations to the Company under this Agreement. The provisions of this Agreement, which by their nature survive the suspension or termination of Your account and access of the Website, including, but not limited to the rights and licenses that You have granted hereunder, indemnities, releases, disclaimers, limitations on liability, and provisions related to choice of law.

## **19. CHOICE OF LAW; MANDATORY ARBITRATION.**

**THIS AGREEMENT, THE WEBSITE, AND/OR ANY DISPUTE ARISING THEREFROM SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. THE PARTIES WAIVE ANY OTHER VENUE TO WHICH EITHER PARTY MIGHT BE ENTITLED BY DOMICILE OR OTHERWISE. THE COMPANY MAKES NO REPRESENTATION THAT MATERIALS ON THE WEBSITE ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THIS GRANT OF A LICENSE, OR THIS AGREEMENT, YOU HEREBY AGREE THAT ALL DISPUTES**

**ARISING OR TOUCHING THIS AGREEMENT OR THE WEBSITE SHALL PROMPTLY BE SUBMITTED TO ARBITRATION IN PHILADELPHIA, PENNSYLVANIA, BEFORE ONE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR MAY ASSESS COSTS IN FAVOR OF THE COMPANY ONLY, INCLUDING ATTORNEYS' FEES ACTUALLY INCURRED, IN SUCH MANNER AS THE ARBITRATOR DEEMS FAIR AND EQUITABLE. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON ALL PARTIES, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT, THE WEBSITE, AND/OR ANY DISPUTE ARISING THEREFROM.**

## **20. MISCELLANEOUS.**

### **20.1 EXPORT CONTROL.**

You may not use or otherwise export or re-export the Website except as authorized by United States law and the laws of the jurisdiction(s) in which the Website was obtained. You represent and warrant that You are not: (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; or (ii) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You also agree that You will not use the Website for any purposes prohibited by United States law.

### **20.2 DISSOLUTION, MODIFICATION, AND MAINTENANCE.**

Modifications to this Agreement or Additional Terms (as hereinafter defined) will be effective immediately upon notice, either by posting on the Website, posting on the Website, posting on the iTunes App Store page for the Company and/or the Website by notification by email or conventional mail, or any other method allowed for by this Agreement. It is your responsibility to review this Agreement and the Website from time to time for any changes or Additional Terms. Your access and use of any the Website following any modification of this Agreement or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms or to any Additional Terms, You may terminate your Account as provided above or, if You do not have an account, Your only recourse is to immediately discontinue use of the Website. The Company, and not a Platform, is solely responsible for any maintenance or support that may be required regarding the Website, as set forth herein, or required by Applicable law. You hereby acknowledge that a Platform has no obligation whatsoever to furnish any maintenance or support services with respect to the Website.

### **20.3 ADDITIONAL TERMS.**

The Company reserves the right to provide You with operating rules or Additional Terms that may govern Your use of the Website generally, specifically, in whole, in part, or any combination thereof (“Additional Terms”). Any Additional Terms that we may provide to You will be incorporated by

reference into this Agreement. To the extent any Additional Terms conflict with this Agreement, the Additional Terms will control.

#### **20.4 SEVERABILITY.**

If any part of This Agreement is held to be legally unenforceable by a court of competent jurisdiction, the remainder may still be enforced as if This Agreement were written without said unenforceable portions.

#### **20.5 INTEGRATION.**

No terms, not herein contained, will be construed to be enforceable under this Agreement, unless with the express written consent of the Company. This Agreement, including the Privacy Policy, Copyright Policy, and any Additional Terms, shall constitute the full agreement between You and the Company, and may not be amended except as may otherwise be provided for herein.

#### **20.6 ASSIGNMENT.**

Except as permitted herein otherwise, You shall not assign this Agreement or any rights or obligations herein without the prior written consent of the Company, and any attempted assignment in contravention of this provision shall be null and void and of no force or effect; however, the Company may assign this Agreement freely without notice to You.

#### **20.7 WAIVER.**

Except as provided herein, the failure to exercise a right or require performance of an obligation under This Agreement shall not effect the Company's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute waiver of any subsequent breach.

#### **20.8 HEADINGS.**

The section titles or headings in This Agreement are for convenience only and have no legal or contractual effect.

#### **20.9 RELATIONSHIP.**

Nothing contained in This Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

#### **20.10 FORCE MAJEURE.**

The Company shall not be liable for any default, delay in the performance of any of its obligations under this Agreement, or Your inability to access the Website and/or any User-Generated Content if such default or delay is caused, directly or indirectly, by forces beyond the Company's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications (including third party integrations related to social media, server malfunctions, or any other mechanical, electronic, or communication error), power outages, supply shortages or the failure of any Third-Party to perform any commitment relating

to the production or delivery of any equipment or material required for the Company to perform its obligations hereunder. **The parties have specifically considered force majeure scenarios—including, but not limited to, pandemic, civil unrest and/or governmental action—and agreed that such shall excuse the Company from performance under this Agreement.**

#### **20.11 COMPLAINTS OR COMMENTS.**

Any complaints or comments regarding the Website should be directed to the Company at: support@stepsinsitu.com.

#### **21. THIRD-PARTY BENEFICIARY.**

You hereby acknowledge and agree that a Platform, and a Platform's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon Your acceptance of this Agreement, a Platform will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.

#### **22. NOTICE.**

The Company may give notice by means of a general notice by posting on the Website, posting on the Website, posting on the iTunes App Store page for the Company and/or the Website, by e-mail to your e-mail address on record in the Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in the Company's account information. Such notice shall be deemed to have been given immediately after mailing, emailing or posting. You may give notice to the Company, which shall be deemed given when actually received by the Company, at any time by a written communication delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following address: Steps Insitu, LLC, ATTN: LEGAL, 200 Walt Whitman Avenue, P.O. Box 1267, Mount Laurel, NJ 08054 and support@stepsinsitu.com. **All communications and notices to be made or given pursuant to this Agreement shall be in the English language.**

BY CLICKING THE “ACCEPT” BUTTON FOR THESE TERMS INCLUDING PRIVACY POLICY OR ACCEPTING ANY MODIFICATION TO THESE TERMS IN ACCORDANCE WITH THE ABOVE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREOF. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE “YOU” SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE “DECLINE” BUTTON AND YOU MAY NOT USE THE WEBSITE.

**These Terms were last revised on \_\_\_\_ \_\_\_\_, 2020.**