

## WEBSITE TERMS-OF-USE AGREEMENT

VEST, Inc. d/b/a NetSkeme (“netskeme”, “Service Provider”, “Company”) ASKS THAT YOU READ THE FOLLOWING TERMS OF USE, WHICH CONSTITUTE A LICENSE (“AGREEMENT”) THAT COVERS YOUR USE OF THIS WEBSITE, PRODUCTS, SOFTWARE, SERVICES, AND ANY TRANSACTIONS THAT YOU ENGAGE IN THROUGH THIS WEBSITE. BY ACCESSING, VIEWING, OR USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE THIS SITE.

### Recitals

WHEREAS, NetSkeme has provided the website <http://netskeme.com> (“site”, “website”) solely for the use of current and future users (“users”); and

WHEREAS, the users understand and agree that the website provides products, software, and services (referred to collectively as the “Service”) over the Internet; and

WHEREAS, the users understand and agree that an authorized usage of the Service is contingent upon maintaining an active subscription to the Service by advance payment of Subscription Dues;

WHEREAS, use of the website is subject to the terms of a legal agreement between you and NetSkeme (these “Terms”)

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and conditions contained in this Agreement, the parties, and each of them, do hereby further covenant and agree as follows:

### Agreement

This website is provided solely for the use of current and future users of the website for the purposes recited above, and to enable you to contact us with any questions or comments that you may have. Any other use of this site is prohibited. By way of example, you should not use any features of the website that permit postings, transmission, display, or other communications of:

- a) Any defamatory, threatening, obscene, harassing, or otherwise unlawful information;
- b) Any advertisement, solicitation, spam, chain letter, or other similar type of information;
- c) Any encouragement of illegal activity;
- d) Unauthorized use or disclosure of private, personally identifiable information of others; or
- e) Any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so.

## **1 ACCEPTING THE TERMS**

- 1.1 To use the Service, you must first agree to the Terms. You accept the Terms by clicking, checking the box, or tapping on a button indicating your acceptance, by executing a document that references them, or by using the Service.
- 1.2 You agree to use the Service only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 1.3 By accepting these Terms, you represent that you have the legal power to do so. If you are using the Service on behalf of an organization, (a) “you” and “your” will refer to that organization, (b) you represent that you have the authority to and agree to these Terms on behalf of that organization, and (c) you assume the responsibility for ensuring that each of your end users complies with the terms, conditions and obligations in this Agreement.
- 1.4 You will not use the Service if barred from using the Service under the laws of the United States or any other country, including the country in which you are resident, or the country from which you access the Service.
- 1.5 If you represent an organization, you will ensure that: (a) your end users will not use the Service in violation of any export restriction, or embargo by the United States, and (b) end users on the restricted lists will not gain access to the Service.
- 1.6 If you are under 18 years of age (a “Minor”), you may not create an account or use the Service unless (a) you have received access to the Service through your School as defined in Section 4.8, or (b) through your legal guardian after they have reviewed and agreed to these Terms.
- 1.7 If you are a parent or legal guardian permitting a Minor to create an account and/or use the Service, you agree to: (a) supervise the Minor’s use of the Service and their account; (b) assume all risks associated with, and liabilities resulting from, the Minor’s use of the Service; (c) ensure that the content on the Site is suitable for the Minor; (d) ensure the accuracy of all information submitted to us by the Minor; and (e) consent to these Terms on the Minor’s behalf.

## **2 PROVISIONS OF THE SERVICE**

- 2.1 Provided that you maintain an active subscription, and solely for your use of the Service in accordance with the terms of this Agreement, NetSkeme gives you a limited, worldwide, non-assignable and non-exclusive right to access and use the Service.
- 2.2 You may not assign or grant a sub-license of your rights to use the Service, grant a security interest in your rights to use the Service, or otherwise transfer any part of your rights to use the Service.

2.3 You acknowledge that the Service is not provisioned for storing your Content. You agree that your content will be stored a storage medium of your choosing. NetSkeme will only temporarily store your content in a session on our website as you load, create, or modify your content using the Service. Service does not save your content when the session ends. You agree to take responsibility for periodically saving your content during a session to prevent its accidental loss. NetSkeme is never responsible for any loss of your content.

2.4 NetSkeme has no obligation to review any content you create, modify or load into the Service. However, when unlawful content is reported to us, you agree that NetSkeme may review your content to ensure compliance with legal obligations, including these Terms. NetSkeme may modify, prevent you from using or displaying, or delete content that NetSkeme believes violates the law, rights of third-party rights, or these terms.

## **2.5 NetSkeme's Intellectual Property**

a) You acknowledge and agree that information contained on the website, including all images, designs, photographs, writings, graphs, data, and other materials are the property of NetSkeme and are protected by copyrights, trademarks, trade secrets, or other proprietary rights. You further acknowledge and agree that NetSkeme and its licensors and resellers own all legal rights, title and interest in the Software, Products and the Service, including any intellectual property rights subsisting in Service wherever in the world those rights may be recognized, whether or not those rights are registered. Permission is granted to display, copy, distribute, download, and print portions of this site solely for the purposes of using this site in accordance with these Terms.

b) You agree not to remove, obscure, or alter any proprietary rights notices, including copyright and trademark notices, affixed to or contained within the Service. You further agree to comply with all copyright laws worldwide in your use of the website and agree to prevent unauthorized copying of any portion of Service's contents. NetSkeme does not grant you any express or implied right in or under any patents, trademarks, copyrights, or trade secret information, except as provided in these Terms.

c) You agree and acknowledge that the Service may contain information designated "confidential" by NetSkeme, its licensors, or its resellers. You agree not to disclose this information without NetSkeme's prior written consent.

d) Nothing in these Terms gives you a right to use any of NetSkeme's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

2.6 Service may contain content provided by others, including sponsored content not owned by NetSkeme which may be protected by intellectual property and ownership rights of third parties. You agree that the person or entity from whom the sponsored content originated hold all rights and responsibilities of such content.

- 2.7 You agree that you are solely responsible for the content that you create by using the Service. You further agree that that you are solely responsible for the consequences of your actions resulting from the use, communication and dissemination of your content, including any loss or damage it causes to NetSkeme.
- 2.8 **Updates:** Service may automatically be updated from time to time. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions with different features. You agree to receive and accept such updates and permit NetSkeme to deliver them to you as an integral part of the Service.

### 3 YOUR CONTENT

- 3.1 In the course of using the Service, you may submit to or create content in the Service (your "Content"). You retain ownership of all of your intellectual property rights in your Content.
- 3.2 You grant NetSkeme a worldwide, royalty-free license to use, reproduce, distribute, modify, adapt, create derivative works from, make publicly available, and otherwise exploit your Content for the purposes of providing Service to you including technical support and account management services. To the extent necessary, the limited license extends to any trusted third parties NetSkeme works with for provisioning the Service, and continues after you stop using the Service with respect to the aggregate and de-identified data derived from your use.
- 3.3 You understand that in order to perform required technical steps for providing the Service to you, NetSkeme may (a) transmit or distribute your Content over various public networks and in various media; and (b) make changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree and grant NetSkeme a worldwide, royalty-free license to take these actions.
- 3.4 **Publicity:** NetSkeme may identify you as a customer and may use your name and logo on the website or in our customer list, blogs, and other public communications. To request removal of this identification, please notify us in writing at [support@vestusa.com](mailto:support@vestusa.com) or NetSkeme's address provided in Section 14.1.
- 3.5 If you believe that NetSkeme, or any user of the Service, has violated a copyright, trademark or other intellectual property right you claim in your work, please contact us at [legal@netskeme.com](mailto:legal@netskeme.com). NetSkeme responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA).

### 4 USE OF THE SERVICE

- 4.1 In order to register for and access the Service, you will be required to provide information about yourself. You agree to provide accurate and current registration information to NetSkeme, including contact information, e-mail address, and billing or payment details.

Accounts ownership is identified by the email address of the entity registered with the account.

4.2 You agree to access the Service only through the website interface provided by NetSkeme, and by no other means;

4.3 In addition to restrictions found elsewhere in these Terms, you agree not to:

- a) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless expressly permitted;
- b) make the Service available to any third party except to the licensed users;
- c) sub-license, sell, trade, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the website;
- d) use automated means such as web crawlers or scripts to access the website;
- e) access or use the Service to build a product or service in competition with NetSkeme's Products, Software or Services;
- f) access, store, distribute or transmit any malware, including but not limited to viruses, worms, or ransomware, during the course of your use of the Service or engage in any activity that interferes with or disrupts the Service or the servers and networks connected to the Service;
- g) engage in abusive usage or usage that, in NetSkeme's sole discretion, is significantly in excess of average usage patterns of the Service and adversely affects the speed, responsiveness, stability, availability, or functionality of the Service for other users;
- h) infringe on the intellectual property rights of NetSkeme or others, or use any trademark, service mark, trade name, or logo of NetSkeme or others in a way that is likely or intended to cause confusion;
- i) use the Service to create, distribute, access, store, or transmit any data that is controlled for export, under any export or re-export control law or regulation, or is otherwise subject by law to special processing restriction such as privacy, financial services, and health information laws and regulations; or
- j) use the Service to create, distribute, access, store, or transmit any material that is unlawful, harmful, threatening, defamatory, discriminatory, hateful, vulgar, obscene, libelous, invasive of another's privacy, related to illegal activity, or otherwise objectionable.

- 4.4 NetSkeme is not responsible for any special processing or data handling requirements related to the “sensitive” nature of your data, or when your data is otherwise regulated by law. You specifically consent to our processing of data that you upload to the Service with no special handling.
- 4.5 You agree not to use the Service in a way that subjects NetSkeme to any industry-specific regulations without obtaining NetSkeme’s prior written agreement. You agree that any needed compliance is solely your responsibility. You further agree that you will not, and will use commercially reasonable efforts to ensure that a third party does not, use the Service in manner that does not comply with industry-specific regulations applicable to such use.
- 4.6 You agree that NetSkeme at its sole discretion may disable or terminate without notice your access to your account for any conduct in violation of these Terms. NetSkeme reserves the right in its sole discretion to decide whether your conduct is inappropriate and whether it complies with these Terms. You acknowledge and agree that if NetSkeme disables your account, you may be prevented from accessing the Service, your account details, or other data related to your account.
- 4.7 You acknowledge and agree that while NetSkeme does not currently have a limit on your usage of the Service, such limits may be set at any time, at NetSkeme’s sole discretion.

#### 4.8 **Educational Accounts**

- a) If you are a university, college, school, school district, or related person, entity or organization such as an administrator or educator who accesses the Service on their behalf, (each a “School”), then this Section 4.8 applies to you, where the term “you” means the School purchasing the account, as well as its end users.
- b) “Student Data” is any information that is directly related to any identifiable current or former student maintained by a School, and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”). While we may need to access Student Data to provide the Service to you, Schools own the Student Data and remain responsible for it.
- c) You agree – (i) to only provide access to the Service to those individuals employed by or enrolled as students in your School or classroom; (ii) to be responsible for any Content, communications, and activity that occur under such accounts; and (iii) to the extent a School offers or requires access to the Service to Minors, the School is responsible under this Section 4.8 for compliance with all laws and regulations governing these student accounts.
- d) Both parties agree to uphold their responsibilities under the FERPA, the Protection of Pupil Rights Amendment (“PPRA”), and the Children’s Online Privacy and Protection Act (“COPPA”). We provide the Service under the “school official” exception of FERPA 34 CFR Part 99.31(a)(1). COPPA requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under the age of 13.

You represent and warrant that you have the authority to provide consent on behalf of parents in order for us to collect information from students before allowing children under the age of 13 to access our Service. We recommend that you provide appropriate disclosures to students and parents regarding their use of Service and provide a copy of our Privacy Policy to parents and guardians. If you are located outside of the United States, you agree to obtain any required consent or approval from the parent or guardian of any student covered by similar laws and, as a condition to your and your students' use of the Service. You agree that you will be responsible for complying with such laws.

## **5 EXCLUSION OF WARRANTIES**

5.1 Nothing in these Terms, including Sections 6 and 7, shall exclude or limit NetSkeme's warranty or liability for losses that may not be lawfully excluded or limited by applicable law. NetSkeme's liability will be limited to the maximum extent permitted by law.

5.2 You acknowledge that the Service may experience periods of downtime, including, but not limited to, scheduled maintenance. You expressly understand and agree that your use of the

Service is at your sole risk and that the Service are provided "as is" and "as available." NETSKEME MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICE, AND ANY INFORMATION OR MATERIALS RELATED THERETO OR MADE AVAILABLE THEREFROM, WHETHER EXPRESS OR IMPLIED. NETSKEME SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY AND ACCURACY. NETSKEME DOES NOT WARRANT THAT THE SERVICE WILL BE ERRORFREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME OR THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED. NETSKEME MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE THIRD-PARTY APPLICATIONS AND CONTENT, AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY THEREFOR.

5.3 No advice or information, whether oral or written, obtained by you from NetSkeme or through the Service shall create any representation or warranty not expressly stated in these Terms.

## **6 LIMITATION OF LIABILITIES AND CLAIMS**

6.1 Subject to Section 5.1, you expressly understand and agree that NetSkeme, its affiliates, licensors, resellers, officers, employees and agents (the "NetSkeme Parties") shall not be liable to you for:

- a) any indirect, incidental, special, consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability, even if NetSkeme has been advised of the possibility of such damages and even if a remedy fails of its essential purpose. This shall include, but not be limited to, any loss of use, data, business, revenues,

or profits (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, or other intangible loss; or

- b) any loss or damage which may be incurred by you, including, but not limited to, loss or damage as a result of (i) any changes which NetSkeme may make to the Service, or for any permanent or temporary cessation in the provision of the Service (or any features within the Service); (ii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Service; (iii) your failure to provide NetSkeme with accurate account information; or (iv) your failure to keep your password or account details secure and confidential.

6.2 Subject to Section 5.1, the aggregate liability of the NetSkeme Parties arising out of or in connection with the Service and these Terms is limited to your direct damages and will not exceed the greater of (a) the amounts paid by you to NetSkeme for use of the Service during the 6 months prior to the event giving rise to the liability, and (b) US \$200.00.

6.3 Any cause of action you may have with respect to your use of the website must be commenced within one year after the claim or cause of action arises.

## **7 INDEMNIFICATION**

7.1 You hereby agree to indemnify, defend and hold NetSkeme, its resellers, partners, officers, directors, agents, affiliates, and licensors ("the Indemnified Parties") harmless from and against any third-party claim or liability arising out of (a) any Content you create, modify, access, submit, share, upload, post or display on or to the Service; (b) any use by NetSkeme end users of your Content; (c) any breach of or noncompliance with any representation, warranty or obligation in these Terms; (d) any claim that your Content violates any applicable law or infringes the rights of a third party; and (e) your violation of any applicable law, rule or regulation, including but not limited to FERPA, PPRA, and COPPA.

7.2 You shall cooperate fully in the defense of any claim. NetSkeme reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You acknowledge that damages for improper use of the Service may be irreparable; therefore, NetSkeme is entitled to seek equitable relief, including an injunction and/or preliminary injunction, in addition to all other remedies.

## **8 SUBSCRIPTION DUES**

8.1 You may choose to subscribe and pay for the Service on either a monthly or annual basis and NetSkeme will bill the account administrator in advance for use of the Service. You may choose to discontinue your account at any time; however, NetSkeme does not issue refunds for unused subscription periods, except as provided in these Terms or when required by law.



8.2 Current pricing for monthly and annual paid accounts are published on the NetSkeme web site. NetSkeme reserves the right to modify pricing at any time. Prior to any monthly or annual price increase however, NetSkeme will notify the affected account's administrator by email.

a) If you upgrade to a higher paid level or tier, NetSkeme will credit any remaining balance from your previous subscription payment to your new level or tier.

8.3 All payments due are in U.S. dollars unless otherwise indicated on the subscription pricing page or invoice. Credit card, debit card or other non-invoice forms of payment are due at the beginning of the month for which Service are provided. NetSkeme will charge all fees when due. Such fees are considered delinquent if not received at the start of each service month or year. NetSkeme may enable other forms of payment in the account administration and payments page, which may be subject to additional terms. Payments for invoices are due ten days after the invoice date, unless otherwise specified, and are considered delinquent thereafter.

8.4 Your subscription will automatically renew at the end of each annual or monthly billing cycle. If you wish to change your subscription level or term or cancel your auto-renewal, the account administrator must change the settings in the account administration provided as part of the Service, or contact our sales department at sales@netskeme.com.

8.5 Delinquent payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by NetSkeme in collecting delinquent amounts.

a) If your account stays delinquent for a period of three months, but less than a year, NetSkeme will automatically disable your account and suspend your use of the Service. Accounts will be reinstated upon the payment of delinquent fees.

b) Accounts that are delinquent for over a year will be terminated. Termination of your account will cause loss of your content, account usage setting and preferences, and/or billing or payment details. You will be required to re-register as a new user to begin using the Service.

8.6 You are responsible for any taxes, duties, and customs fees associated with the sale of the Service and will pay NetSkeme for the Service without any reduction for Taxes. You will be billed for any Taxes that NetSkeme is required to collect or pay for providing the Service to you. If you are required by law to withhold paying Taxes to NetSkeme, you must provide NetSkeme with appropriate documentation to support such a claim.

## **9 ACCOUNT SECURITY, USAGE, AND SAVING YOUR CONTENT**

9.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Service. Accordingly, you

agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or account, you agree to notify NetSkeme immediately at support@netskeme.com.

9.2 Only registered users may use the Service. As a user, you may not allow third parties to access the Service using your account information. You are personally responsible for any use of the Service through your account, regardless of whether the use was by you or by a third party.

9.3 You are responsible for maintaining, protecting, and saving your Content. Service will not store your Content. You understand and take full responsibility of saving your Content.

9.4 NetSkeme will not be liable for any failure to store, or for loss or corruption of, your Content.

## **10 INTERNET PRIVACY POLICY**

10.1 For information about NetSkeme's data protection practices, please read NetSkeme's privacy policy at <http://www.netskeme.com/privacy>. This policy explains how NetSkeme treats your personal information and protects your privacy when you use the Service.

10.2 You agree to the use of your data, including personal information, in accordance with NetSkeme's privacy policies. If you represent a School or an organization, you acknowledge that each end user will need to accept the applicable NetSkeme Privacy Policy to use the Service.

## **11 HYPERLINK DISCLAIMERS**

11.1 As a convenience to you, we may provide on this site links to websites operated by other entities (collectively the "Linked Sites"). If you use any Linked Sites, you will leave NetSkeme website. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled, or otherwise governed by NetSkeme. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by NetSkeme. NetSkeme does not endorse, make any representations regarding, or warrant any information, goods, and/or services appearing and/or offered on any Linked Site, other than linked information authored by NetSkeme.

11.2 Links do not imply that NetSkeme or this site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo or copyright symbol of NetSkeme or any of its affiliates or subsidiaries. Except for links to information authored by NetSkeme, NetSkeme is neither responsible for nor will it be liable under any theory based on (i) any Linked Site; (ii) any

information and/or content found on any Linked Site; or (iii) any site(s) linked to or from any Linked Site.

11.3 If you decide to visit any Linked Sites and/or transact any business on them, you do so at your own risk. NetSkeme reserves the right to discontinue any Linked Site at any time without prior notice. Please contact the webmasters of any Linked Sites concerning any information, goods, and/or services appearing on them.

## **12 CLOSING YOUR ACCOUNT AND ENDING YOUR RELATIONSHIP**

12.1 Unless superseded by written agreement between you and NetSkeme, these Terms will apply until all end user accounts under your control are closed or terminated by NetSkeme.

12.2 If you want to end your subscription and close your account, you may do so by (a) notifying NetSkeme at [support@netskeme.com](mailto:support@netskeme.com) or (b) closing your account and cancelling your subscription from the website, if this option is available to you.

12.3 Without limiting its other remedies, NetSkeme may, at any time, discontinue, suspend, or block your and any user's access to the Service, or terminate or discontinue your or any user's subscription and/or account:

- a) If you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms);
- b) If NetSkeme is required to do so by law, such as provisioning of the Service to you is, or becomes, unlawful;
- c) If provisioning of the Service to you by NetSkeme is, solely in NetSkeme's opinion, is not commercially viable; or
- d) For any other lawful or business reason at NetSkeme's sole discretion.

12.4 NetSkeme may terminate your subscription and/or close your account, for any or no reason, by giving you 30 days' written notice sent to the email address associated with the account and providing you a pro rata refund as soon as is practicable thereafter for any prepaid, unused subscription fees for the Service.

12.5 When these Terms end, all legal rights, obligations and liabilities that you and NetSkeme have benefited from, been subject to, have accrued, or which must survive in order to give proper effect to their intent, shall be unaffected by this cessation, and the provisions of Section 14 shall continue to apply to such rights, obligations and liabilities indefinitely.

## 13 CHANGES TO THE TERMS

- 13.1 NetSkeme may revise these Terms at any time and you agree to be bound by the revised Terms. NetSkeme will post the revised Terms at <https://netskeme.com/TermsOfUse.pdf>. Any such modifications will become effective on the date they are posted.
- 13.2 You agree to be responsible for reviewing these Terms from time to time. NetSkeme does not and will not assume any obligation to notify you of changes to these Terms
- 13.3 You understand and agree that if you use the Service after the date that these Terms were revised, NetSkeme will treat your continued use of the Service as acceptance of the revised Terms.

## 14 GENERAL LEGAL TERMS

- 14.1 Unless otherwise specified, the Service is provided by, and you are contracting with, VEST, Inc., d/b/a NetSkeme, and references to “Company”, “we”, “us”, and “our” are references to NetSkeme, c/o VEST, Inc., located at 3250 W Big Beaver Rd # 440, Troy, MI 48084.
- 14.2 These Terms, and your relationship with NetSkeme under the Terms, shall be governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A., without reference to its conflict-of-law provisions.
- 14.3 NetSkeme makes no representation that the website or Service is appropriate or available for use outside the United States. If you access this site from outside the United States, you agree to be responsible for compliance with all laws and regulations applicable to your use of the website.
- 14.4 For any disputes with NetSkeme or to resolve any legal matter arising from the Terms, you agree to submit to the personal and exclusive jurisdiction of the state courts located in Oakland county, Michigan, or when law so requires, to the personal and exclusive jurisdiction of the federal courts of Eastern District of Michigan.
- 14.5 Notwithstanding any provisions of Section 14.4, you agree to allow NetSkeme to seek injunctive remedies, or any equivalent type of urgent legal relief, from any jurisdiction.
- 14.6 These Terms constitute the whole legal agreement between you and NetSkeme and govern your use of the Service, and completely replace any prior agreements between you and NetSkeme in relation to the Service. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply and are deemed void.
- 14.7 You agree that NetSkeme may provide you notices, including those regarding changes to the Terms, by email, regular mail, or by posting on the website.

14.8 You agree that by not exercising or enforcing any legal right or remedy provided in these Terms or available under any applicable law, NetSkeme does not formally waive its rights, and those rights or remedies will continue to be available to NetSkeme.

14.9 If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible by law so as to effect the intent of this Agreement; and the remainder of this Agreement shall continue in full force and effect.

14.10 Where NetSkeme provides you with a translation of the English language version of the Terms, you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your relationship with NetSkeme. If there is any contradiction between the English language version of the Terms and a translation, the English language version shall take precedence.

14.11 No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

## **15 ENTIRE AGREEMENT**

15.1 This Agreement constitutes the entire agreement between NetSkeme and you with respect to this website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and NetSkeme with respect to this website.

15.2 A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **16 ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES**

16.1 You agree to be bound by any affirmation, assent, or agreement you transmit through the website, including but not limited to any consent you give to receive communications from NetSkeme solely through electronic transmission.

16.2 You agree that when you click on an "I agree," "I consent," or other similarly worded "button," checkbox or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.