

Terms and Conditions of Use

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PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING, ENGAGING WITH, OR OTHERWISE USING THE PLATFORM. THESE TERMS INCLUDE: (A) LIABILITY DISCLAIMERS; (B) LIMITATIONS OF LIABILITY; (C) AN INDEMNIFICATION PROVISION; (D) A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE FOR ANY DISPUTES; (E) A JURY TRIAL WAIVER; AND (F) A CLASS ACTION WAIVER.

By accessing or using the Platform, you acknowledge, accept, and agree to be bound by these Terms. If you do not agree, please stop viewing or using the Platform. Your remedy for dissatisfaction with the Platform, or any products, services, content, or other information available on or through the Platform is to stop using the Platform.

Subject to these Terms, SensScore grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Platform solely in connection with your use of services available through the Platform; and (ii) access and use of any content, information and related materials that may be made available through the Platform. Any rights not expressly granted herein are reserved by SensScore.

SensScore reserves the right, at its discretion, to update or revise these Terms at any time and to increase or decrease rates charged to users. All changes to these Terms are effective and binding on you immediately either upon posting the revised Terms to SensScore’s website or making the Terms otherwise accessible through the Platform. You acknowledge and agree that you are responsible for checking the Terms periodically for changes. Your continued use of the Platform following any such updates or revisions constitutes your acknowledgement and acceptance of the changes and agreement to abide and be bound by the updated or revised Terms.

As used in these Terms, SensScore refers to SensScore Digital, Inc. and its owners, parent companies, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, maintaining, or delivering the Platform.

Liability and Warranty Disclaimers

SENSSCORE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, SATISFACTORY QUALITY, NONINTERFERENCE, OR ACCURACY OF INFORMATIONAL CONTENT; WHETHER SUCH WARRANTIES ARISE FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY SENSSCORE.

YOU UNDERSTAND AND AGREE THAT THE SERVICES AVAILABLE THROUGH THE PLATFORM ARE PROVIDED “AS IS.” EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, SENSSCORE MAKES NO WARRANTY THAT THE PLATFORM OR THE SERVICES, MATERIALS, CONTENT, PRODUCTS, GOODS, DATA, INFORMATION, SOFTWARE, OR RESULTS (COLLECTIVELY “MATERIALS”) AVAILABLE THROUGH THE PLATFORM WILL MEET USER REQUIREMENTS OR WILL BE ERROR-FREE, RELIABLE, ACCURATE, TIMELY, OR EFFECTIVE. YOU ASSUME FULL RESPONSIBILITY FOR ANY LIABILITY ARISING OUT OF THE USE, SALE, OFFERING FOR SALE, TRANSPORTATION, STORAGE, HANDLING, DISPOSAL, OR DISCHARGE OF ANY MATERIALS OBTAINED THROUGH THE PLATFORM.

IN ADDITION TO THE OTHER DISCLAIMERS AND LIABILITY LIMITATIONS SET FORTH HEREIN, SENSSCORE SPECIFICALLY DISCLAIMS LIABILITY FOR ANY DAMAGES, LOSS, HARM, OR CLAIMS ATTRIBUTABLE TO THE FOLLOWING:

- (1) VIRUSES, MALICIOUS CODE, BUGS, TROJAN HORSES, OR SIMILAR VULNERABILITIES ARISING THROUGH USING OR ACCESSING THE PLATFORM.**
- (2) ANY ERRORS, MISTAKES, INACCURACIES, LOSS OF, OR UNAVAILABILITY OF DATA AND INFORMATION ACCESSIBLE THROUGH THE PLATFORM.**
- (3) ANY ERRORS, MISTAKES, INACCURACIES, LOSS OF, OMISSION, OR UNAVAILABILITY OF DATA AND INFORMATION GENERATED BY, STORED TO, OR THAT COULD HAVE BEEN STORED TO A WEARABLE HEALTH OR PERFORMANCE MONITORING SYSTEM OR DEVICE (E.G., STEP COUNTER, HEART RATE MONITOR, OR THE LIKE) WHETHER PROVIDED BY SENSSCORE OR A THIRD PARTY.**

- (4) THE MALFUNCTION, USE, OR OPERATION OF WEARABLE HEALTH OR PERFORMANCE MONITORING SYSTEM OR DEVICE (E.G., STEP COUNTER, HEART RATE MONITOR, OR THE LIKE) WHETHER PROVIDED BY SENSSCORE OR A THIRD PARTY.**
- (5) THE MALFUNCTION, USE, OR OPERATION OF PRODUCTS AND EQUIPMENT PURCHASED THROUGH THE ONLINE SENSSCORE MARKETPLACE.**
- (6) THE SERVICES RENDERED BY MARKETPLACE SUPPLIERS ENCOUNTERED THROUGH THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, ECONOMIC, OR NON-ECONOMIC LOSS OR HARM CAUSED BY THE ACTIONS OF MARKETPLACE SUPPLIERS, OR THE RECOMMENDATIONS, ADVICE, ASSESSMENTS OR OPINIONS PROVIDED BY MARKETPLACE SUPPLIERS.**
- (7) ASSESSMENTS, EVALUATIONS, ADVICE, OPINIONS, SUGGESTIONS, PRACTICE DRILLS, OR WORKOUT ROUTINES OFFERED BY SENSSCORE OR A THIRD PARTY WHETHER OFFERED THROUGH INSIDE EDGE, A MARKETPLACE SUPPLIER, OR ANOTHER PARTY.**
- (8) THE SERVICES RENDERED THROUGH INSIDE EDGE INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, ECONOMIC, OR NON-ECONOMIC LOSS OR HARM CAUSED BY THE ACTIONS OF AN INSIGHT EDGE SERVICE PROVIDER, OR THE RECOMMENDATIONS, ADVICE, ASSESSMENTS OR OPINIONS PROVIDED BY AN INSIDE EDGE SERVICE PROVIDER.**
- (9) ANY ERRORS, MISTAKES, INACCURACIES, LOSS OF, OMISSION, OR UNAVAILABILITY OF ANY DATA PROVIDED, CAPTURED, OR RECEIVED FROM A THIRD PARTY SOURCE, INCLUDING, WITHOUT LIMITATION, THIRD-PARTY WEBSITES, DATABASES, SOFTWARE SERVICE PROVIDERS, HEALTH PROFESSIONALS, COACHES, TRAINERS, CONSULTANTS, OR OTHER PROFESSIONAL SERVICE PROVIDERS.**
- (10) THE UNAVAILABILITY OF THE PLATFORM IN WHOLE OR IN PART.**
- (11) SENSSCORE'S COOPERATION WITH LAW ENFORCEMENT OR REGULATORY AUTHORITIES.**

(12) THE PROCESSING OF PAYMENTS BY A THIRD-PARTY SERVICE PROVIDER WHETHER OR NOT SUCH PROCESSING OCCURS THROUGH THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SENSSCORE BE LIABLE FOR ANY DIRECT, INDIRECT, ACTUAL, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, EMOTIONAL DISTRESS, LOSS OF CONSORTIUM, OR CONTINGENT DAMAGES OF ANY KIND, OR ANY COSTS OF LITIGATION, LOST PROFITS, LOST INCOME, OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF ANY CLAIM OF ANY NATURE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT, OR OTHERWISE, NOR SHALL BAREL HAVE A DUTY TO DEFEND SUCH CLAIMS ON YOUR BEHALF. IT IS AGREED AND UNDERSTOOD THAT THE ACCESSIBILITY OF THIRD-PARTY SERVICES THROUGH THE PLATFORM CONSTITUTES CONSIDERATION IN LIMITING BAREL'S LIABILITY.

YOU UNDERSTAND AND AGREE THAT TEMPORARY INTERRUPTIONS OF THE SERVICES AVAILABLE THROUGH THE PLATFORM MAY OCCUR AS NORMAL EVENTS. YOU FURTHER UNDERSTAND AND AGREE THAT SENSSCORE HAS NO CONTROL OVER THIRD PARTY NETWORKS THAT YOU MAY ACCESS IN THE COURSE OF PARTICIPATING IN THE PLATFORM. DELAYS AND DISRUPTION OF OTHER NETWORK TRANSMISSIONS ARE COMPLETELY BEYOND SENSSCORE'S CONTROL.

SensScore Services

SensScore's technology platform connects a broad spectrum of users in the sports industry with a focus on the sport of hockey. SensScore allows players, parents, coaches, athletic scouts, trainers, health professionals, team representatives, and service and equipment providers to collaborate on a single platform. Users create a profile that embodies their athletic identities so they can share their identities and engage with a network of other users to exchange knowledge and explore athletic opportunities. SensScore creates a community where users can share experiences, keep up-to-date with players and teams, seek and share knowledge and advice, and match players, teams, coaches, and other professionals. The Platform is inclusive and joins users at all levels of the sports industry—from professionals, collegiate and high school sports, recreational sports, and youth sports.

The SensScore Platform also provides a marketplace where suppliers both on the international, national and local level can make their goods and services available to players, teams, and other users that can benefit the most from the goods and services being offered. The marketplace will provide users with access to suppliers that include, without limitation, sporting gear retailers, nutritional product retailers, coaches, athletic

trainers, nutritionists, massage therapists, and physical therapists, among others (collectively “Marketplace Suppliers”).

The Platform will also make consulting services available to users through the SensScore’s Insight Edge Sports Group (“Inside Edge”). The Inside Edge services will allow users to book professionals who offer athletic performance assessment and advisory services that will allow players to better understand their current level of performance and how they can improve.

By utilizing the Platform, you hereby acknowledge and agree that:

- **Coaches, athletic scouts, team and league representatives, physicians, physical therapists, athletic trainers, nutritionist, other health professionals, Inside Edge consultants, and Marketplace Suppliers are not employees of SensScore;**
- **SensScore has no control over the actions of players, coaches, athletic scouts, team and league representatives, physicians, physical therapists, athletic trainers, nutritionist, health professionals, Inside Edge consultants, or other Platform users;**
- **SensScore has no control over the actions of Marketplace Suppliers or the quality of goods and services offered by Marketplace Suppliers;**
- **SensScore does not endorse, and is not responsible or liable for any services, advertising, statements, materials, content, products, goods, data, or information offered by Marketplace Suppliers;**
- **SensScore is a community and marketplace technology provider and does not itself provide sports-related goods and services with the exception of SensScore’s Insight Edge consulting services.**

SensScore is not responsible for the accessibility or unavailability of any Marketplace Supplier or for your interactions and dealings with a Marketplace Supplier. You waive the right to bring or assert any claim against SensScore relating to any interactions or dealings with any Marketplace Supplier, and you release SensScore from any and all liability for or relating to any interactions or dealings with a Marketplace Supplier.

SensScore is also not responsible for the actions of, or your interactions with, any coach, trainer, or health professional that you encounter through the Platform. You waive the right to bring or assert any claim against SensScore relating to any interactions or dealings with any such coach, trainer, or health professional.

Payments

You understand that use of the Platform may result in charges to you for monthly subscription fees or services you receive through Inside Edge (“Charges”). Charges are

paid through the Platform and may rely on third-party financial service providers and technology to process payments.

When purchasing consulting services from Inside Edge, SensScore will facilitate your payment of Charges as a limited payment collection agent of third party Inside Edge consultants. Payment of Charges in this manner shall be considered the same as payment made directly by Platform users to such third party Inside Edge consultants.

YOU ACKNOWLEDGE AND AGREE THAT SENSSCORE IS NOT LIABLE FOR ANY DAMAGES, HARM, OR CLAIM RESULTING FROM THE ACTIONS OF A THIRD-PARTY FINANCIAL SERVICE PROVIDER, INCLUDING ANY LOSS OF DATA OR FUNDS.

PAYMENTS PROCESSED BY A FINANCIAL SERVICE PROVIDER MAY BE SUBJECT TO FEES CHARGES BY SUCH FINANCIAL SERVICE PROVIDER AS WELL AS THE FINANCIAL SERVICE PROVIDER'S OWN TERMS AND CONDITIONS SEPARATE FROM THESE TERMS.

The amount of Charges are established by SensScore or providers offering services through Inside Edge. SensScore reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the Platform at any time in SensScore's sole discretion. SensScore further reserves the right, in its sole discretion, to not process or to cancel any orders.

Subscription Charges for access to the SensScore Platform are incurred periodically (*i.e.*, monthly, or yearly) and will be due and payable immediately at the beginning of each billing cycle. Payment will be processed using the preferred payment method(s) designated in each user's account or designated at the time of purchase. You consent to receiving electronic receipts for Charges paid.

Representations and Warranties

As a condition of your participation in the Platform, you acknowledge and agree that:

- You are at least fourteen (14) years old;
- You are able to create a binding legal obligation;
- You will not attempt to use the Platform with crawlers, robots, data mining, or extraction tools or any other functionality;
- Your use of the Platform will at all times comply with these Terms;
- You have the right to provide any and all information you submit to the Platform, and all such information is accurate, true, current, and complete; and

- You will update and correct information you have submitted to the Platform and ensure that it is accurate at all times (out-of-date information will invalidate your account).

Registration

In order to participate in the Platform, you will be required to create an account that includes a username and password or other credentials that can be obtained by providing certain information and data (“Registration Information”) to SensScore. By registering and creating an account for use of the Platform, you agree that all information provided in the Registration Information and in connection with using the Platform is true and accurate and that you will maintain and update this information as required to keep it current, complete, and accurate.

You also grant SensScore the right to disclose to third parties certain Registration Information about you in connection with SensScore’s facilitation of the services through the Platform. The information obtained through your participation in the Platform, including your Registration Information, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms.

Security and Password

Your Registration Information is confidential, and you agree that you are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. You may not transfer or share your account with anyone, and SensScore reserves the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof. You are solely responsible for all use of your password and account, including unauthorized use. You will notify SensScore immediately if you learn of any unauthorized use of your account, including your username and password. SensScore reserves the right to disable any username, password at any time and at our sole discretion if, in our opinion, you have violated any provision of these Terms.

Consent to Receive Telephone Calls, Text Messages, Emails and Other Electronic Communications

You consent to receive and accept telephone calls, text and multimedia messages, email correspondence, and other electronic communications, including those that utilize pre-recorded voice, automatic telephone dialing, automatic text or email generating technology, and other similar systems (collectively, “Communication Systems”), which will use the information you have provided to SensScore, including your email address and telephone number in order to facilitate your provision of the services. You hereby

expressly acknowledge and consent to allow SensScore to utilize the foregoing Communication Systems for account administration, identity verification, and customer service purposes. You also represent and warrant to having the requisite authority to approve the receiving of such communications via the Communication Systems at any telephone or email address that you provide to us in connection with registering for an account. Where you choose to opt-in to receive advertising, marketing, and promotional messages via email, we will also utilize email to send you such advertising, marketing, and promotional communications, which you may opt-out of at any time by following the instructions at the bottom of such communications. Please note these instructions for opting out of receiving communications will only appear on messages that do not directly relate to the services offered or a transaction through the Platform.

Monitoring and Recording of Communications within the Platform

The Platform includes e-mail services, bulletin board services, chat areas, news groups and other forums designed to enable you to communicate with others (“Interactions”). You agree to allow SensScore to record, capture and retain the audio, text, and video Interactions for quality assurance, training, customer service, and account administration purposes. With respect to telephone calls that you make into SensScore’s customer service telephone number or via the Platform Mobile Application, you further agree to allow SensScore to monitor and record those telephone calls for quality assurance and training customer service, and account administration purposes.

Use of the Platform

You acknowledge that SensScore may establish general practices and limits concerning access to and use of the Platform, including, without limitation: (i) eligibility criteria for players, coaches, health professionals, Marketplace Suppliers, or other users (*e.g.*, geographic location, age limitations, licensure requirements for Providers, etc.); or (ii) the maximum amount of data that will be stored on your behalf. At its discretion, SensScore may refuse to post, redeem, or otherwise process a service or product offering listed through SensScore marketplace, or SensScore may limit service availability to particular addresses or locations, as reasonably deemed necessary, to comply with applicable law or these Terms.

You agree that SensScore has no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through the Platform. You acknowledge that SensScore reserves the right to suspend or delete accounts at SensScore’s discretion for any reason, including, without limitation, nonpayment of any applicable Charges, refusal to honor a goods or service offering, or account inactivity.

Marketplace Suppliers may impose additional terms and conditions with respect to service offerings, including, without limitation, requiring minimum purchase amounts or durations (*e.g.*, minimum of one-hour coaching sessions), requiring the purchase of certain products or reimbursement of costs (*e.g.*, requiring players to purchase safety

equipment as a condition for coaching services), or requiring reservations. SensScore is not responsible for additional terms or conditions imposed by Marketplace Suppliers.

Third-Party Accounts

As part of the functionality of the Platform, you may link your Platform account with online accounts you have with third party service providers (each such account, a “Third-Party Account”). You represent and warrant that you are entitled to disclose your Third-Party Account information to SensScore and/or to grant SensScore access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account. By granting SensScore access to any Third Party Accounts, you understand that: (i) SensScore may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account so that it is available on and through the Platform via your SensScore account, including without limitation any friend lists from social media accounts or athletic performance information; and (ii) SensScore may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. **YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY THIRD-PARTY ACCOUNT TERMS AND CONDITIONS.** SensScore makes no effort to review any Third-Party Account content for any purpose, including but not limited to, for accuracy, legality, or non-infringement.

Submission and Storage of Information and Materials

There may be certain features in the Platform that allow you to voluntarily submit user information to SensScore, including your geographic location, athletic performance, photographs, videos, or personal and browsing information that could be used to identify or contact you. SensScore provides storage space and access to such information through the Platform.

For purposes of these Terms, “Content” includes any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed through use of the Platform. You may not use the Platform to publish Content that SensScore determines, at its sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described herein. SensScore will not routinely monitor Content you submit, share, or post to the Platform. You are solely responsible for any information contained in your Content. However, if complaints are received regarding Content, you make available on the Platform, SensScore may, at its sole discretion, remove the Content, terminate your account, suspend your account, restrict access to your account, or remove Content from it, if necessary or appropriate.

This Platform is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although SensScore takes reasonable precautions to preserve and protect any Content you provide for upload or storage to the Platform, you should not rely on the Platform as your only storage facility. You should preserve backup

copies of any digital data, information, or other materials that you have provided for upload. You agree not to hold SensScore liable for any damage to, any deletion of, or any failure to store your files, data, Content, or user information.

If you choose to voluntarily submit any information to SensScore as part of the Platform, you understand and agree that such information will be transmitted over the Internet. While SensScore has taken reasonable steps to protect any information that you may submit from unauthorized interception and use, the risk of unauthorized interception and use of electronically transmitted information cannot be entirely eliminated. If you voluntarily access and use the Platform, SensScore will not be responsible for any unauthorized interception and/or use of your information.

Restrictions on Use

Your use of the Platform is subject to all applicable laws, rules, and regulations, and you are solely responsible for the contents of your communications through the Platform. You acknowledge and agree that you will not engage in conduct that does the following or upload or otherwise submit or facilitate submission of any content, including text, communications, software, images, sounds, data, or other information, that:

- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates SensScore's rules or policies;
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- Contains software, viruses, malware, or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any Provider, Customer, or third party;
- Impersonates any person or entity, including any of SensScore's employees or representatives;
- Contains personal information, except when we expressly ask you to provide such information;

- Provides SensScore with false information;
- Restricts or inhibits another user's use or enjoyment of the Platform;
- Deploys, initiates, or use, any automated process to monitor or copy any of the materials or Content on the Platform;
- Attempts to accessing data not intended for you, such as logging into a server or an account which you are not authorized to access; or
- Scans or monitors the Platform for data gathering purposes to track sales, usage, aggregate offering information, pricing information, or similar data.

You agree that SensScore may, at any time and at its sole discretion, terminate your account without prior notice to you for violating any of the above provisions. In addition, you acknowledge that SensScore will cooperate fully with investigations of violations of systems or network security, including cooperating with law enforcement authorities in investigating suspected criminal violations.

Intellectual Property Information

The Platform, any Content or Materials provided by SensScore within the Platform, and the infrastructure used to provide the Platform are owned by or proprietary to SensScore. Any printing, copying, modifying, downloading, or otherwise engaging in the use of any part of the Platform in breach of these Terms shall result in the immediate termination of your rights to access or use the Platform, and under such circumstances, you must, at our option, return or destroy any copies of the materials that you obtained in violation of these Terms. The Platform is provided to you under a limited, personal, nontransferable, nonexclusive, revocable license and not sold to you. You do not acquire any ownership interest in the Platform, Content, or Materials under these Terms or any rights other than to use the Platform in accordance with these Terms. You shall not:

- Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt any software or other technical feature of the Platform;
- Copy the software following your initial download;
- Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Platform or Content;
- Violate any applicable laws, rules, or regulations in connection with your access or use of the Platform;
- Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark);
- Use the Platform for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- Use the Platform for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for any aspect or feature of the Platform;

- Sell, sublicense, distribute, publish, transfer or otherwise make available the Platform, or any features or functionality of the Platform, to any third party for any reason;
- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform;
- Use the Platform to send automated queries to any website or to send any unsolicited commercial e-mail; or
- Use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any Platform, software, Material, accessories, or devices for use with the Mobile Application.

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Neither SensScore nor its affiliates warrant or represent that your use of Content or Materials displayed within, or obtained through, the Platform will not infringe the rights of third parties. SensScore's name, logo, trademarks, and certain other marks within the Platform are registered or unregistered trademarks or service marks of SensScore. All custom graphics, icons, logos, and service names are registered or unregistered intellectual property of SensScore. All other trademarks, service marks, copyrights, or patentable material are property of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, copyrighted material, and/or the name of SensScore.

Each time you submit any Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any Content you submit, and that, as to that user-provided Content: (i) you are the sole author and owner of the intellectual property and other rights to the Content, or you have a lawful right to submit the User Content and grant SensScore the rights to it that you are granting by these Terms and any additional terms, all without any obligation on our part to obtain consent of any third party and without creating any obligation or liability of SensScore; (ii) the Content is accurate; (iii) the Content does not and, as to SensScore's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (iv) the Content

will not violate these Terms or any additional Terms, or cause injury or harm to any person.

SensScore has no obligation to monitor or enforce your intellectual property rights to your Content, but you grant SensScore the right to protect and enforce SensScore's rights to your Content, including by bringing and controlling actions in your name and on your behalf (at SensScore's cost and expense, to which you hereby consent and irrevocably appoint SensScore as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

User's Content

Subject to SensScore's Privacy Policy, any communication or Content that you transmit through the Platform or to SensScore, whether by electronic mail or other means, for any reason, will be treated as nonconfidential and nonproprietary. Please do not submit confidential or proprietary information to SensScore unless we have mutually agreed in writing otherwise.

You grant SensScore and its designated licensees a nonexclusive, royalty-free, fully paid, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such Content or Material transmitted through the Platform; except that any feedback on the Platform itself (including the Mobile Application) as well as improvements, modifications, or changes arising from or in connection with your feedback, are SensScore property.

SensScore respects the intellectual property of others and asks you to do the same. If you or any user of this Website believes its copyright, trademark, or other property rights have been infringed by a posting on the Platform, you or the user should send notification to SensScore immediately. To be effective, the notification must include:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Information reasonably sufficient to permit SensScore to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit SensScore to locate the materials;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and

- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), SensScore's Designated Agent for notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

SensScore Digital, Inc.
Attn: SensScore Customer Care
info@sensscore.com
+1 203 733 0038

Third-Party Websites and Information

The Platform may link you to third-party websites or otherwise include references to services, materials, content, products, data, information, results, documents, or software provided by third parties. These websites and third parties are not under SensScore's control, and you acknowledge that SensScore is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites, nor is SensScore responsible for errors or omissions in any references to other parties or their products and services.

Termination of Use

You agree that SensScore may, in its sole discretion, terminate or suspend your access to all or part of the Platform with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your access and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the Platform immediately ceases, and you acknowledge and agree that SensScore may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform. SensScore shall not be liable to you or any third-party for any claims or damages arising out of any termination or suspension or any other actions taken by SensScore in connection therewith.

Your obligations to SensScore will continue upon termination of your rights under these Terms, including restrictions regarding the content, disclaimers, indemnification obligations and liability limitations under the Terms.

Modification, Updates, or Termination of the Platform

SensScore also reserves the right to terminate, alter, modify, update, or discontinue the Platform, including any features therein, at any time with or without notice to you. SensScore is not liable to you or any third-party should SensScore exercise such right.

You agree to promptly download and install all updates to the Mobile Application or other software that become available, and you acknowledge and agree that the Platform or portions thereof may not properly operate should you fail to do so. You further acknowledge and agree that all updates will be deemed part of the Platform subject to these Terms.

Geographic Restrictions

Although the Platform may be accessible worldwide, SensScore makes no representation that the materials, content, products, services, data, information, documents, or software available through the Platform are appropriate or available for use in locations outside the United States, Canada, Mexico, countries within the European Economic Area (“EEA”), and Switzerland. Accessing the Platform or offering or procuring products and service, from territories where illegal is prohibited. Those who choose to access and use the Platform from other locations do so on their own initiative and are responsible for compliance with local laws. Offers for any service, content, or product made in connection with the Platform is void where prohibited.

Export Controls

Products and Services available on or through the Platform are subject to United States Export Controls. No materials from the Platform may be downloaded or exported (a) into (or to a resident of) any country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Indemnification

You assume full responsibility for any use of any services or Content available through the Platform. You understand and agree that SensScore will not be responsible or liable for any claim, loss or damage arising from the use of any such services and Content.

You agree to defend, indemnify, and hold harmless SensScore and its affiliates harmless from all liabilities, claims, and expenses, including attorneys’ fees and costs, arising out

of, related to, or in connection with any of the following: (a) any Content submitted or posted by you, in connection with the Platform, or any use of the Platform in violation of these Terms; (b) fraud you commit or your intentional misconduct or gross negligence; (c) your violation of any applicable law or rights of a third-party; or (d) your use or misuse of the Platform. SensScore reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with SensScore in asserting any available defenses.

You are solely responsible for your interactions with users of the Platform. To the extent permitted under applicable laws, you hereby release SensScore from any and all claims or liability related to: (a) any service or product offered by a Marketplace Supplier or other user, regardless of whether such service or Content were available through the Platform; (b) any action or inaction by a Marketplace Supplier or other user, including, without limitation, but not limited to any harm caused to you by action or inaction of a Marketplace Supplier or user; (c) a Marketplace Supplier's failure to comply with applicable law and/or failure to abide by these Terms or any other product or service purchased or obtained by you from a Marketplace Supplier; and (d) any conduct, speech or content, whether online or offline, of any other third-party.

Applicable Law and Jurisdiction

The validity, construction, enforcement, and interpretation of these Terms are governed by the laws of the United States and the State of Florida. Mandatory, exclusive jurisdiction for any litigation or other proceeding concerning a dispute between the parties shall be the state and federal courts located in Hillsborough County, Florida.

Class Action Waiver

YOU AGREE THAT ANY DISPUTES SHALL BE ASSERTED IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. IN ADDITION, WE EACH AGREE THAT ANY DISPUTES SHALL BE LITIGATED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION AND THAT A COURT OR ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING INJUNCTIVE RELIEF) ONLY ON AN INDIVIDUAL BASIS.

Jury Trial Waiver

YOU HEREBY ACKNOWLEDGE AND AGREE TO WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHT YOU MAY HAVE UNDER ANY APPLICABLE LAW TO MAINTAIN A LAWSUIT IN A COURT AND BEFORE A JUDGE AND JURY. SENSORE LSO WAIVES THIS RIGHT.

Limitation on Time to File Claims

TO THE EXTENT PERMITTED BY EXISTING LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF THESE TERMS OR THE PROVISION OF SERVICES, WHETHER OR NOT SUCH SERVICES WERE PROVIDED THROUGH THE PLATFORM, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ACCRUES OR OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM SHALL BE PERMANENTLY AND FOREVER BARRED.

Severability

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Waiver

Any failure by SensScore to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

Miscellaneous

You may not assign your rights or obligations under these Terms to any third party, and any purported attempt to do so shall be null and void. SensScore may freely assign its rights and obligations under these Terms.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of the Platform.

These Terms shall not be construed more strictly against any party regardless of who is responsible for their drafting. Unless the context of these Terms otherwise clearly requires, references to the plural include the singular and the singular include the plural.

The captions of these Terms are for convenience and ease of reference only and in no way define, describe, extend, or limit the scope or intent of these Terms.

Entire Agreement

These terms and conditions, together with any invoice issued by SensScore, constitutes the entire agreement between the parties relating to the subject matter hereof. All prior understandings and agreements between the parties relating to the subject matter hereof

are merged into these Terms, which alone and completely express their understanding. The Terms may not be altered, amended, or changed except by written instrument signed on behalf of each of the parties.

Acknowledgment

By electronically acknowledging these Terms through selection of a radio button or similar electronic input, you hereby acknowledge that you have read these Terms and had sufficient opportunity to confer with legal counsel of your choice before acknowledging these Terms. You further agree that the electronic acknowledgement shall be as valid as an original signature and shall be effective to bind you to these Terms. Both parties agree that an electronically acknowledged version of these Terms shall be deemed (a) to be “written” or “in writing;” (b) to have been signed; and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

Contact Us

The SensScore Platform is operated by SensScore Digital, Inc.

Feedback, comments, requests for technical support, and other communications relating to the SensScore Website, Mobile Application, or the services available on or through the Platform should be directed to info@sensscore.com.