



Terms of Service

1. CONTRACTUAL RELATIONSHIP

These Terms of Use ("*Terms*") govern the access or use by you ("*Consumer*"), an individual, from within the United States and its territories and possessions of applications, websites, content, products, and services (the "*Services*") made available in the United States and its territories and possessions by IMPIND LLC and its subsidiaries and affiliates (collectively, "*Impind*"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In this Agreement, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Impind. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Impind may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Impind may amend the Terms related to the Services from time to time. Amendments will be effective upon Impind's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Impind's Privacy Policy .

2. The Services

The Services constitute a technology platform that enables users of Impind's mobile applications or websites provided as part of the Services (each, an "*Application*") to

arrange and schedule experts, advisors & service providers of various services including home services, education & coaching services, & skills improvement areas, including independent third-party experts & providers under agreement with Impind or certain of Impind's subsidiaries and/or affiliates (collectively, "*Third Party Providers*" or "*Providers*"). Unless otherwise agreed by Impind in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

YOU ACKNOWLEDGE THAT IMPIND DOES NOT DELIVER ANY SERVICES OR FUNCTIONS AS A SERVICE PROVIDER. IMPIND'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE SERVICES WITH THIRD PARTY PROVIDERS. IMPIND'S SERVICE IS TO MATCH-MAKE YOUR REQUEST WITH ONE OR MORE THIRD PARTY PROVIDERS THAT CAN DELIVER THE SERVICE. BUT YOU AGREE THAT IMPIND HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICE PROVIDED TO YOU BY THIRD PARTY PROVIDERS THROUGH THE USE OF THE IMPIND SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

IMPIND DOES NOT GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A THIRD PARTY PROVIDER WILL MEET YOUR NEEDS AND EXPECTATIONS. IMPIND WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND A THIRD PARTY PROVIDER. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING THIRD PARTY PROVIDERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF THIRD PARTY PROVIDERS ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. IMPIND SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH THIRD PARTY PROVIDERS.

License

Subject to your compliance with these Terms, Impind grants you a limited, non-exclusive, non- sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Impind and Impind's licensors.

Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Impind; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of

the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Provision of the Services

You acknowledge that portions of the Services may be made available under Impind's various brands. You also acknowledge that the Services may be made available under various brands or request options by or in connection with certain of Impind's subsidiaries and affiliates.

Third-Party Services and Content

The Services may be made available or accessed in connection with third-party services and content (including advertising) that Impind does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Impind does not endorse such third party services and content and in no event shall Impind be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

Ownership

The Services and all rights therein are and shall remain Impind's property or the property of Impind's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Impind's company names, logos, product and service names, trademarks or services marks or those of Impind's licensor.

3. Your Use of the Services

User Accounts

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Impind certain personal information including your name, address, phone number, and age, as well as at least one valid credit card. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired credit card on file, may result in your inability to access and use the Services or Impind's termination of this Agreement with you. In the process of using the Services you must provide information such as what you are looking for, the type of services/work, and the zip code. You are responsible for all activity that occurs under your Account, and, as such, you agree to maintain the security and secrecy of your Account username and

password at all times. Unless otherwise permitted by Impind in writing, you may only possess one Account.

User Requirements and Conduct

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, personal or property damage, whether to the Third Party Provider or any other party. In certain instances Impind may require you to provide proof of identity to access or use the Services, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity.

Text Messaging

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Impind at any time by selecting the appropriate option under the My Profile section of the website. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

Promotional Codes

Impind may, in Impind's sole discretion, create promotional codes that may be redeemed for Pind-o-points, Account credits, other features or benefits related to a Third Party Provider's services, subject to terms that Impind establish on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Impind; (iii) may be disabled by Impind at any time for any reason without liability to Impind; (iv) may only be used pursuant to the specific terms that Impind establish for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Impind reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Impind determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

ServiceRequest

Upon registration with Impind, you may submit through the Website a request for Providers to contact you ("*ServiceRequest*") concerning desired services or work. You must create a Impind account before submitting a ServiceRequest. To submit a valid ServiceRequest, you must provide required information (e.g., what services you want, the type of services/work, and address including zipcode where the service is to be provided). Upon receipt of a ServiceRequest, Impind selects matching third-party

providers, from its database, and makes available information concerning the third-party provider's skills profiles (defined below) to you. You may opt for Impind to match your request directly with the best-match third party provider from the Impind database or select multiple third party providers to receive your ServiceRequest. The selected Third party Provider(s) receive the request and are asked to contact you directly to discuss your service needs. When a third party provider contacts you, the third party provider is acting on their sole behalf and is not a representative or agent of Impind LLC, or their affiliates. Impind does not and cannot guarantee that there will be third party providers who are capable of or willing to complete the requested services at the time and place requested or that you will receive responses from all selected third party providers(s). All ServiceRequests must be lawful and not in violation of any city ordinance, state, local or federal law. If you need additional services that are outside of the scope of your original ServiceRequest and/or Project, you should return to Impind.com for additional Impind matchmaking services.

Agreement with Provider

When a Provider contacts you, the Provider is acting on their sole behalf and is not a representative or agent of Impind LLC or their affiliates. If you agree to use the Provider's services after submitting a ServiceRequest, you and third party provider enter a binding legal agreement for the third party provider to perform services and you to pay the third party provider for the services rendered. Any agreement entered between you and third party provider is solely between you and third party provider, and Impind is not party to such an agreement. Accordingly, please consider carefully before you agree to a third party provider's offered services

Third party Provider's Skill Profile

Impind requires Third party providers to post a profile ("Skill Profile") on the Website. Impind does not review or verify the information or representations set forth in those Skill Profiles, as they are self-reported by the Third party providers. Although Impind may take certain steps to examine the credentials of third party providers, Impind makes no guarantees, promises, warranties or representations of any kind regarding the skills or representations of such third party providers, if you elect to retain their services.

Background Checks

Mandatory, comprehensive background checks are performed on the Third party providers Principal/owner named during the third party provider's registration with Impind before joining Impind's Third Party Provider network and periodically thereafter. Impind's background checks search for relevant criminal background, sex offender background, and social security verification for the principal/owner of the Third Party Provider. Background checks on the principal/owner of the Third Party provider business reflect that individual's background at the time of the search. Accordingly, Impind does not and cannot warrant that the background check is up-to-date or current. Further, background checks are not applicable to any of the Third Party Providers employees or workers except the principal/owner of the Third party provider named by the Third party provider during registration.

Licenses

Third Party providers are requested to post licensing information in their Skill Profiles. Different jurisdictions may require state and/or local (county or municipal) level licensing for certain services, work, and/or project amounts. You are responsible for determining which licenses, if any, are required for your requested services. Before you proceed with selecting a Third Party provider to deliver a project, you should confirm all licensing requirements with your state and local authorities and your selected Third Party provider. Impind always recommends that you ask the Third party provider to provide you with a copy of their license(s).

Insurance and Bonding

On their Skills profile, Third Party providers may post information and documents concerning insurance policies and/or bonds covering their operations. While Impind does not verify this information, Third Party providers are required to warrant that the information they submit is complete, accurate and current. Before you proceed with a project, you should confirm the Third Party providers existing insurance coverages and limits.

Relationship between Impind and Third party provider

Impind and Third Party provider are separate entities and the employee of one of those entities is not an employee of another entity. Impind is not an agent of Third Party provider and vice versa. Impind and its affiliated companies provide only a matchmaking service to you and the Third party Provider. In no event will Impind be considered a project manager, joint employer, joint venturer, or partner of Third Party provider, any of their affiliates or their respective personnel.

Intellectual Property

By posting a ServiceRequest, you represent that the request and services sought do not infringe on the intellectual property of any third party, including, but not limited to, the work product of a design professional or unauthorized reproduction of any other consultant, material supplier, or manufacturer. Your description of the request and services sought must be truthful and accurate. Any ServiceRequest posted on the Website: (a) shall not be fraudulent; (b) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (c) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) shall not be obscene or contain any pornography; and (e) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

User Provided Content

Impind may, in Impind's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Impind through the Services textual, audio, and/or visual content and information, including ratings, commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Impind, you

grant Impind a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Impind's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Impind the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Impind's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Impind in its sole discretion, whether or not such material may be protected by law. Impind may, but shall not be obligated to, review, monitor, or remove User Content, at Impind's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Impind does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

You understand that use of the Services may result in payments by you for the services you receive from a Third Party Provider ("*Charges*"). After you have received services obtained through your use of the Service, Impind will facilitate payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent, using the preferred payment method designated in your Account, and will send you a receipt by email. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Impind. You retain the right to negotiate Charges from a Third Party Provider for services received by you from such Third Party Provider at the time you receive such services. Impind will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service.

All Charges are due immediately and payment will be facilitated by Impind using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Impind may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

Impind reserves the right to establish, remove and/or revise Charges for any or all aspects of the Services at any time in Impind's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand of the Services. Impind will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Impind may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services provided. Impind does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Impind (on Impind's website, in the Application, or in Impind's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services provided is not intended to suggest that Impind provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider. In the event you feel unwelcome pressure to provide a gratuity, you may factor that experience into the rating or additional feedback you give.

5. No warranty & Consumer verification

No Warranty or Endorsement of Third party provider's services

Impind does not endorse or recommend the services of any particular provider. The decision to enter into an agreement for work belongs entirely to Consumer. Impind does not warrant the Provider's performance on the job OR THE QUALITY OF GOODS, MATERIALS, EQUIPMENT OR SERVICES FURNISHED BY PROVIDER. Impind does not CONTRACT FOR OR perform, and is not responsible for, any of the services requested by the Consumer in the SERVICEREQUEST. You expressly acknowledge and agree that your use of the Website is at your sole risk. IMPIND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ANY PROVIDER OR THE PROVIDER'S ABILITY TO PROVIDE A SERVICE COMPLIANT WITH THE CONSUMER'S SERVICEREQUEST. YOU EXPRESSLY ACKNOWLEDGE THAT IMPIND

MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY OF SERVICES RENDERED BY ANY PROVIDER.

Consumer Verification.

You should verify that the information presented by the PROVIDER, including the information in the Provider's Skill profile, is accurate. Impind does not verify all information or documents provided by Providers and expressly disclaims any guarantees or warranties concerning such information. CONSUMERS SHOULD CONDUCT THEIR OWN INVESTIGATION OF PROVIDERS, TO INVESTIGATE AND TO DETERMINE, AMONG OTHER THINGS, WHETHER PROVIDERS ARE APPROPRIATELY LICENSED FOR THE REQUESTED SERVICES, FREE OF SIGNIFICANT STATE-LEVEL CIVIL LEGAL JUDGMENTS, AND CARRY APPROPRIATE INSURANCE OR BONDING AT APPROPRIATE LIMITS. IMPIND DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION RECEIVED BY CONSUMER FROM STATE, PROVINCIAL OR OTHER GOVERNMENT AGENCIES OR FROM THIRD PARTY SOURCES IS ACCURATE, ERROR FREE, OR THAT IT IS UP TO DATE OR UPDATED AT THE TIME THAT CONSUMER CHECKS SUCH INFORMATION. MOST AGENCIES HAVE PERIODIC UPDATE CYCLES OR SCHEDULES AND THIS INFORMATION IS NOT UPDATED ON A REAL-TIME BASIS BY SUCH AGENCIES AND THIRD PARTY SOURCES.

6. Impind Service Guarantee

Service Guarantee

Impind does not and cannot guarantee the work, materials supplied, or services rendered by the Provider. Impind has no obligation or relationship whatsoever to the Consumer with regard to the provision of work, material or services by the Provider. However, Impind offers Consumers a service guarantee ("Impind Service Guarantee") valid for thirty (30) days after the Provider completes THE services or work performed within the scope of the ServiceRequest. The Impind Service Guarantee is intended to restore Consumer's confidence in the match-making services provided by the Impind technology platform. The Impind Service Guarantee does not cover faulty workmanship of the Provider and damages to your product or property that arise from or relate to the services of the Providers.

Agreement to Communicate with Provider

Consumers dissatisfied with a job performed by a Provider agree to initiate communication with the Provider to resolve any problems. If direct communications and efforts between the Consumer and the Provider do not satisfy Consumer's concerns, Consumer may contact Impind in writing to express dissatisfaction with the Consumer's match-making experience. In response, Impind may contact Consumer and Provider to facilitate further communication regarding Consumer's dissatisfaction. However, Impind is not responsible or liable to either the Consumer or the Provider if a mutually acceptable resolution is not reached.

Eligibility Requirements for Impind Service Guarantee.

In the event that a Consumer and Provider are unable or unwilling to agree upon a resolution after having attempted to resolve the dispute directly by communicating with the Provider, the Consumer may be eligible, in Impind's sole and absolute

discretion, for the Impind Service Guarantee aimed at rectifying Consumer's dissatisfaction with Impind's match-making. To be eligible for the Impind Service Guarantee, the Consumer must:

1. HAVE CONTACTED IMPIND IN WRITING TO REQUEST THE IMPIND SERVICE GUARANTEE WITHIN THIRTY (30) DAYS OF THE PROVIDERS COMPLETION OF THE SERVICES OR WORK PERFORMED WITHIN THE SCOPE OF THE SERVICE REQUEST;

1. Have provided accurate and truthful information in the Service Request and in any other communications with the Provider and Impind;

1. Have entered into an agreement with the Provider for work within the scope of the Service Request;

2. Have supplied Impind with any requested written documentation of Consumer's claim, complaint or dispute, including, without limitation, any documents relating in any way to the quality of Impind's match-making; and

3. Have complied with any request by Impind for a third party evaluation of any service, materials, or work performed by a Provider

4. If you do not comply with this Agreement, or if you misrepresent the transaction or provide incomplete information, then the Impind Service Guarantee shall be null and void. The Impind Service Guarantee does not extend to satisfaction with a Provider related to work or services outside the scope of your original Service Request. If you need additional services outside the scope of your original ServiceRequest, you should return to Impind for additional Impind match-making services.

Impind Service Guarantee Payment Limit.

In the event that the above conditions are met by the Consumer, Impind may make payment to Consumer up to \$500. Impind reserves the right, in its sole discretion, to determine the Impind Service Guarantee amount.

Not Insurance or Security for Provider's Performance.

The Impind Service Guarantee is not insurance nor security for the performance of work, services, or materials supplied by Provider

7. Disclaimers; Limitation of Liability; Indemnity

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IMPIND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, IMPIND MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY GOOD OR SERVICES

OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

LIMITATION OF LIABILITY

IMPIND SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, EVEN IF Impind HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IMPIND SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF IMPIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IMPIND SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND IMPIND'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING SERVICES REQUESTED THROUGH IMPIND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL IMPIND'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

Indemnity

You agree to indemnify and hold Impind and its officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Impind's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

8. Dispute Resolution

Arbitration

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "*Disputes*") will be settled by binding arbitration between you and Impind, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Impind are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Impind otherwise agree in

writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175 and a separate form for California residents at www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and Impind otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Impind submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Impind will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the modification-related provisions above, if Company changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by providing Impind written notice of such rejection by mail or hand delivery to: Impind LLC, Attn: Dispute Resolutions, 1455 Market Street, Suite 400, San Francisco, CA 94103, or by email from the email address associated with your Account to: change-dr@impind.com, within 30 days of the date such change became effective, as indicated in the "Last update" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and Impind in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

9. Other Provisions

Choice of Law

These Terms are governed by and construed in accordance with the laws of the State of Texas, U.S.A., without giving effect to any conflict of law principles.

Claims of Copyright Infringement

Claims of copyright infringement should be sent to Impind's designated agent. Please visit Impind's web page at <https://www.impind.com/legal/usa/copyright> for the designated address and additional information.

Notice

The Company may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Impind, with such notice deemed given when received by Impind, at any time by first class mail or pre-paid post to Impind, LLC, Attn: User Notices - Legal, 9500 Arboretum Boulevard #370, Austin, TX 78759.

General

You may not assign these Terms without Impind's prior written approval. Impind may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer

of Impind's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Impind or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Impind in writing.