

THINKSPAN  
TERMS AND CONDITIONS

Date of Last Revision: June 12, 2017

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE (INCLUDING THE MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 18 below). IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE.

These terms and conditions of use ("Terms") apply to your access to, and use of, the websites, mobile applications, and other online products and services (collectively the "Service") of Thinkspan, LLC ("Thinkspan") that link to this Privacy Policy. These Terms do not alter in any way the terms or conditions of any other agreement you may have with Thinkspan, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Service on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity agrees to indemnify you and Thinkspan for violations of these Terms.

Thinkspan reserves the right to change or modify any of the terms and conditions contained in the Terms or any policy or guideline of the Service, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Service, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Service following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Service. If you do not agree to the amended terms, you must stop using the Service.

If you have any question regarding the use of the Service, please refer first to the Help Section or the Frequently Asked Questions. All other questions or comments about the Service or its contents should be directed to [terms@thinkspan.com](mailto:terms@thinkspan.com).

1. Your Archive Information.

Our Service provides you with the ability to capture, organize, store, and share files, content, and other information in private, encrypted archives (the "Archive Information"). You retain all rights in your Archive Information, and these Terms do not give us any rights to your Archive Information, except for the limited rights that we need to enable us to offer the Service. This includes the rights we need to host and back up your Archive Information, to enable you to share it, and to otherwise provide the Service and the products or services that you request, but this will only happen within the your encrypted archive, and we cannot see your Archive Information, unless you choose to share it with us. You grant us the right to reproduce, distribute, process, adapt, and otherwise use your Archive Information, and any other content or information you provide to us in connection with the Service, as necessary to perform the Service and provide you with any products or services you request. The permissions you grant us extend to our vendors and service providers who work with us to provide the Service.

2. Privacy Policy

Please refer to our [Privacy Policy](#) for information on how Thinkspan handles your Archive Information and collects, uses and discloses information from its users.

3. Eligibility.

You must be 18 years of age to be permitted to use our Service. By using our Service, you are representing to us that you are over 18 years of age.

4. Terms of Sale

If you purchase something from us through the Service, such sales are governed by Thinkspan's Terms of Sale. Please refer to our Terms of Sale for the terms, conditions and policies applicable to your purchase of products or services from Thinkspan. By ordering products or services through the Service, you agree to be bound by and accept the Terms of Sale. The Terms of Sale are subject to change without prior notice at any time, in Thinkspan's sole discretion so you should review the Terms of Sale each time you make a purchase.

5. Copyright and Limited License

All content and other materials on the Service, including, without limitation, the Thinkspan logo, and all

designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Thinkspan or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Service for your informational, non-commercial, and personal or internal business use only. Such license is subject to these Terms and does not include: (a) any resale or commercial use of the Service (b) modifying or otherwise making any derivative uses of the Service or any portion thereof; (c) use of any data mining, robots or similar data gathering or extraction methods; ; or (d) any use of the Service other than for its intended purpose or in violation of these Terms. Any use of the Service other than as specifically authorized herein, without the prior written permission of Thinkspan, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

#### 6. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Thinkspan has adopted a policy of terminating, in appropriate circumstances and at Thinkspan's sole discretion, subscribers or account holders who are deemed to be repeat infringers. Thinkspan may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### 7. Copyright Complaints

If you believe that anything on the Service infringes upon any copyright which you own or control you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: Copyright Agent

Full Address of Designated Agent to Which Notification Should be Sent: PO Box 552, Highland Park, IL 60035

Telephone Number of Designated Agent: (800) 218-2810

E-Mail Address of Designated Agent: [copyright@thinkspan.com](mailto:copyright@thinkspan.com)

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

#### 8. Trademarks

THINKSPAN, the Thinkspan logos and any other Thinkspan product or service name or slogan contained in the Service are trademarks of Thinkspan, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Thinkspan or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Thinkspan" or any other name, trademark or product or service name of Thinkspan without our prior written permission. In addition, the look and feel of the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Thinkspan and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Service are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

#### 9. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Service for noncommercial purposes, provided such link does not portray Thinkspan or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Thinkspan logo or other proprietary graphic

of Thinkspan to link to this Service without the express written permission of Thinkspan. Further, you may not use, frame or utilize framing techniques to enclose any Thinkspan trademark, logo or other proprietary information, including the images found at the Service, the content of any text or the layout/design of any page or form contained on a page on the Service without Thinkspan's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Thinkspan or any third party.

Thinkspan makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Service, or Web sites linking to the Service. Such sites are not under the control of Thinkspan and Thinkspan is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. Thinkspan provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Thinkspan of any site or any information contained therein. When you leave the Service, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Service.

#### 10. Third Party Content

Thinkspan may provide or provide access to third party content on the Service and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to its users. Thinkspan does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Thinkspan is not responsible or liable in any manner for any Third Party Content and does not Third Party Content. Users use such Third Party Content at their own risk.

#### 11. Advertisements and Promotions; Third-Party Products and Services

Thinkspan may run advertisements and promotions from third parties on the Service, or otherwise provide information about or links to third-party products or services on the Service, and may as part of the Service provide you with access to third-party offers. Thinkspan does not endorse or make any representations or warranties regarding any third party products, services, offers, promotions or vendors. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. Thinkspan is not responsible or liable in any manner for any third party products or services, for any loss or damage of any sort incurred as the result of any products, services, dealings or promotions or as the result of the presence of such non-Thinkspan advertisers or third party information on the Service.

#### 12. User Content and Conduct

The Service enables you to upload, capture, organize, store, and share Archive Information and other files, text, images, content, materials, and information (collectively "User Content") through the Service. You are solely responsible for your use of the Service and your User Content. You agree not to upload, store, transmit, or distribute through the Service any of the following:

- a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, graphic, harassing, threatening, invasive of privacy or publicity rights, abusive, harmful, inflammatory, false, misleading, fraudulent or otherwise objectionable;
- b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of or cause harm to any party, or that would otherwise create liability or violate any local, state, national or international law;
- c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By uploading any User Content, you represent and warrant that you have the lawful right to upload, distribute and reproduce such User Content;
- d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Unsolicited promotions, political campaigning, advertising or solicitations;
- f. Viruses, corrupted data or other harmful, disruptive or destructive files; and

- g. User Content that, in the sole judgment of Thinkspan, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Service, or which may expose Thinkspan or its users to any harm or liability of any type.

You further agree that you are solely responsible for your conduct while on the Service and the Service, and you agree that you will not do any of the following in connection with the Service, the Service or its users:

- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Cheat or utilize unauthorized exploits in connection with the Service;
- Stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;
- Send distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- harvest or otherwise collect information about users, including email addresses, without their consent
- Use the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms of Use; or
- Circumvent or attempt to circumvent any filtering, security measures or other features Thinkspan may from time to time adopt to protect the Service, its users or third parties.

Thinkspan takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, or for any user conduct, nor is Thinkspan liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Enforcement of the user content or conduct rules set forth in these Terms is solely at Thinkspan's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Service will not contain any content that is prohibited by such rules. As a provider of interactive services, Thinkspan is not liable for any statements, representations or User Content provided by its users. With respect to User Content other than Archive Information, Thinkspan reserves the right, and has absolute discretion, to remove, screen or edit any such User Content at any time and for any reason without notice. With respect to Archive Information, Thinkspan reserves the right to ask you to delete Archive Information if we receive a take-down notice from someone alleging your Archive Information is infringing their rights, and you agree to promptly do so. You are solely responsible for creating backup copies of and replacing any User Content you post or store on the Service at your sole cost and expense.. Any use of the Service in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Service.

You represent and warrant that (a) you own and control the rights to the User Content that you provide to use or you otherwise have the right to provide such User Content to the Service and grant us the rights you grant under these Terms; and (b) the User Content, and our use thereof as authorized under these Terms, does not and will not violate these Terms and will not violate any rights of or cause injury to any person or entity.

### 13. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, or other feedback you provide to Thinkspan regarding the Service, Thinkspan or Thinkspan's other products or services ("Feedback") shall become the sole property of Thinkspan. Thinkspan shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of such Feedback for any purpose without acknowledgment or compensation to you.

### 14. Registration Data; Account Security

In consideration of your use of the Service, you agree to (a) provide accurate, current and complete

information about you as may be prompted by any registration forms on the Service ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Thinkspan, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Thinkspan.

#### 15. Indemnification

You agree to defend, indemnify and hold harmless Thinkspan, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you capture, upload, store or otherwise transmit on or through the Service, including without limitation any actual or threatened suit, demand or claim made against Thinkspan and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Terms or your violation of the rights of any third party.

#### 16. Disclaimer

THE SERVICE AND THE SITE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THINKSPAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WHILE THINKSPAN ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SERVICE SAFE, THINKSPAN CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

Thinkspan reserves the right to change any and all content contained in the Service and to modify, suspend or discontinue the Service or any features or functionality of the Service at any time without notice and without obligation or liability to you. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Thinkspan.

#### 17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL THINKSPAN, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SERVICE, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM THINKSPAN, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THINKSPAN'S RECORDS, PROGRAMS OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THINKSPAN, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICE OR TO THESE TERMS EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO THINKSPAN FOR ACCESS TO OR USE OF THE SERVICE.

#### 18. Dispute Resolution; Binding Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THINKSPAN AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Except for small claims disputes in which you or Thinkspan seek to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Thinkspan seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Thinkspan waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, all disputes arising out of or relating to these Terms or our Services will be resolved through

confidential binding arbitration held in San Francisco County, California in accordance with the Streamlined Arbitration Rules and Procedures ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") , which are available on the JAMS website and hereby incorporated by reference. You either acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You and Thinkspan agree that any dispute arising out of or related to these Terms or our Services is personal to you and Thinkspan and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

You and Thinkspan agree that these Terms affect interstate commerce and that the enforceability of this Section 9 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and Company agree that for any arbitration you initiate, you will pay the filing fee and Company will pay the remaining JAMS fees and costs. For any arbitration initiated by Company, Company will pay all JAMS fees and costs. You and Thinkspan agree that the state or federal courts of the State of California and the United States sitting in San Francisco County, California have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR OUR SERVICES MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND THINKSPAN WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 18 (either by signing up for Thinkspan or otherwise accessing or using the Thinkspan Service). In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 19.

#### 19. Applicable Law and Venue

These Terms and your use of the Service shall be governed by and construed in accordance with the laws of the State of Illinois, applicable to agreements made and to be entirely performed within the State of Illinois, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state and federal courts located in Lake County, Illinois and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

#### 20. Termination

Notwithstanding any of these Terms, Thinkspan reserves the right, without notice and in its sole discretion, to terminate your license to use the Service, and to block or prevent future your access to and use of the Service.

#### 21. Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

#### 22. ADDITIONAL EULA TERMS APPLICABLE TO IPHONE, IPOD TOUCH OR IPAD APPS

Notwithstanding anything to the contrary in the EULA set forth above, the following additional terms shall apply to any Apps downloaded for use on the iPhone, iPod Touch or iPad:

- a. Acknowledgement: The parties acknowledge that this EULA is concluded solely between such parties, and not with Apple, and Thinkspan, not Apple, is solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service as of the date you download the App, and in the event of any conflict, the Usage Rules in the App Store shall govern if

they are more restrictive

- b. **Scope of License:** The license granted to you is limited to a non-transferable license to use the Apps on any iPhone, iPod touch or iPad that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.
- c. **Maintenance and Support:** The parties acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- d. **Warranty:** You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the Apps. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App to that end-user; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. The parties acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of Thinkspan. However, you understand and agree that in accordance with the EULA, Thinkspan has disclaimed all warranties of any kind with respect to the App, the Site and the Service, and therefore, there are no warranties applicable to the Apps.
- e. **Product Claims:** The parties acknowledge that as between Apple and Thinkspan, Thinkspan, not Apple, is responsible for addressing any claims of the end-user or any third party relating to the App or the end-user's possession and/or use of that App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- f. **Intellectual Property Rights:** The parties acknowledge that, in the event of any third party claim that the App or the end-user's possession and use of that App infringes that third party's intellectual property rights, Thinkspan, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under the EULA.
- g. **Legal Compliance:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- h. **Developer Name and Address:** Any end-user questions, complaints or claims with respect to the App should be directed to:  
  
Thinkspan, LLC  
PO Box 552, Highland Park, IL 60035  
Email: [terms@thinkspan.com](mailto:terms@thinkspan.com)
- i. **Third Party Beneficiary:** The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof).

## 23. Questions & Contact Information

Questions or comments about the Service may be directed to Thinkspan at [terms@thinkspan.com](mailto:terms@thinkspan.com).