

# Terms of Service

**Last Updated:** December 30, 2019

These Terms of Service are a binding agreement (“**Agreement**”) between entities or individuals (“**Company**” or “**Companies**”) seeking to connect with students for the purpose of completing Projects (as defined in section 10) or, as the case may be, students seeking to connect with Companies for the purpose of completing projects (“**Student**” or “**Students**”) (Company or Companies, and Student or Students collectively, “**Users**”) and Outern, LLC (“**Outern**,” “**we**,” “**our**,” or “**us**”). This Agreement governs your use of the Outern application and web-based platform (including all related documentation, the “**Service**”). The Service is licensed, not sold, to you.

BY USING THE PLATFORM AND COMMENCING WORK ON A PROJECT, YOU:

(A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;

(B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND

(C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE SERVICE.

1. License Grant. Subject to this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your use as permitted by the features of the Service. Outern reserves all rights not expressly granted herein in the Service and all materials therein or transferred thereby, including without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, video, and music (“**Outern Content**”). Outern may terminate this license at any time for any reason or no reason.

2. License Restrictions. Licensee shall not copy the Service, modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Service; reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Service or any part thereof; remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Service, including any copy thereof; rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service, or any features or functionality of the Service, to any third-party for any reason, including by making the Service available on a network where it is capable of being accessed by more than one device at any time.

3. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Service, we may use automatic means, including but not limited to cookies and web beacons, to collect information about your use of the Service. You also may be

required to provide certain information about yourself as a condition to registering, downloading, installing, or using the Service or certain of its features or functionality, and as a fundamental part of the Service provided by the platform, the Service may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Service is subject to our [Privacy Policy](#). By registering, downloading, installing, using, and providing information to or through this Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

4. Content and Services. The Service may provide you with access to Outern products and services, and certain features, functionality, and content accessible on or through the Service may be hosted on our website (collectively, “**Content and Services**”). Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Service and Privacy Policy and/or to register, and your failure to do so may restrict you from accessing or using certain of the Service’s features and functionality. Any violation of such Terms of Service will also be deemed a violation of this Agreement.

5. Eligibility for Companies. Outern offers the Service for your business purposes. To register for a Company account or use the Service you hereby represent that: (a) you have, or are an employee or agent of and authorized to act for an independent business or entity, whether self-employed individual/sole proprietor or as a corporation, limited liability company or other entity; (b) will use the Service only in accordance with this Agreement; (c) comply with any other requirements with respect to your business, or the business for which you are acting; and (d) a legal entity or individual at least 18 years old.

6. Eligibility for Students. To register for a Student account or use the Service you hereby represent that: (a) you are currently, or were within one month of creating such Student account, a student enrolled in an undergraduate, graduate, or professional program; (b) at least 18 years old; and (c) will use the Service only in accordance with this Agreement. Further, Students may be required to provide an email address which includes a “.edu” suffix.

7. Profile Creation. To register for a Company or Student account and use the Service, all Users must complete a User profile (“**Profile**”) which you consent to being visible to other Users of the Service. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms that you might access on the Service or provide to us and to update information to maintain its accuracy and truthfulness.

8. Permissions. You agree not to allow or request another person, persons, or entity to create a Company or Student account or profile on your behalf, or for your use or benefit, except as authorized by you. Users are solely responsible for maintaining the confidentiality of their account information and log in credentials. You are fully responsible and liable for any action of any User to whom you have provided any permissions or log in credentials, including but not limited to payments and entering into Projects (defined in section 10 below). Failure to adhere to this Agreement can impact your access to the Service.

9. Location and Identity Verification. When you register for an account and create a Profile, you authorize Outern, directly, or through third-parties or governmental organizations and resources, to make any necessary inquiries to validate your identity, your location, and confirm your ownership of the email address(es), accounts used to make or receive payments, as subject to applicable law. At Outern’s request, Companies must provide complete information about the business, which includes but is not limited to providing official government or legal documents.

10. Purpose of the Service. The Service connects college talent with forward-thinking businesses so that Students and Companies can collaboratively achieve their professional goals. The Service supports this mission and provides Students an opportunity to build experience and do real work while helping Companies to build their business and complete necessary tasks through a limited marketplace. The tasks can include, but are not limited to, graphic design, software/ web development, accounting, data analytics, and social media marketing (“**Projects**”). Outern provides the Service to Users, including hosting and maintaining the Service, facilitating payments and review, and assisting Users in resolving disputes that may arise related to Projects. Further:

(a) Outern merely makes the Service available and does not introduce Companies and Students or originally source Projects. Through the Service, Students can be notified of Companies that might be seeking services that Students offer, and Companies can be notified of Students that may offer the services Companies require. However, except as otherwise provided in this Agreement, Users are solely responsible for evaluating any Company, Student, or Project. Further, Users acknowledge and agree that any engagement between Users for the purposes of using the Service, is directly and solely between Users of the Service, and Outern is not a party to the engagement.

(b) By using the Service, you agree and understand that Outern is not a party to engagements between Users and, without limitation, Users are solely responsible for assessing whether to engage with other Users to complete Projects. Outern does not guarantee the accuracy of any Student or Company information as it appears to other Users and does not verify any feedback, perform background checks, or otherwise vet Users and Projects. You acknowledge and understand that Outern does not and will not, supervise, direct, control, evaluate (except as necessary for the limited purpose of assisting Users in resolving disputes related to Projects) Students or their work and is not responsible for any Project, Project terms or conditions. By using the Service you agree not to hold Outern responsible for the quality, safety, or legality of Projects.

11. Functionality of the Service and Relationship with Outern.

(a) Company Perspective. Before creating an account and Profile, Companies cannot view the Student Profiles and are not permitted to share Projects with Students. Once a Company creates an account and Profile, the Company can create Projects on the Service. Creating a Projects requires a Company to list a rate of pay that matches or surpasses the minimum fee that Outern generates for each type of project. For each

Project, a Company is required to provide Project terms (“**Project Terms**”) including: (1) a sufficient description of the business context in PDF format uploaded as “Onboarding Documents,” and (2) a description of the Project, a list of skills required to complete the Project, the category of work in which the Project falls, a realistic estimate of the hours required for the Student to complete the Project, a fair rate of pay that meets or surpasses the Platform’s minimum pay rates, and any prompts that Students are expected to answer as evaluation of their qualifications, all completed via the “New Project” form. Creating a Project requires the Company to pay in full before the Project can be posted. Outern will hold this payment until the Student completes the Project as defined by the Project Terms. It is the Company’s responsibility to communicate with the Student through the Service and to adhere to the outlined Project Terms. Further:

(i) As a Company using the Service, you acknowledge and agree that you and Outern are in a business relationship, and the relationship is solely that of independent contracting parties. You and Outern agree that (a) Students are not employees, partners, representatives, agents, joint ventures, independent contractors or franchisees of the Company and (b) Students and Outern have an independent contractor relationship and Students are not employees, partners, representatives, agents, in a joint venture with, or franchisees of Outern. Further you acknowledge and agree that Outern has no control or influence over the terms and conditions of Student work. In the event that a Student is determined to be an employee, or a Company will receive services from a Student under terms and conditions that would give rise to an employee engagement, the Company hereby agrees to pay the opt-out fee as described in section 13.

(b) Student Perspective. Students are responsible for completing Projects according to the assigning Company’s Project Terms. Prior to applying to complete the Project, the Student will be able to see the total Project compensation. Compensation will not be released to the student until the Project is completed and submitted. Further:

(i) As a Student using the Service, you acknowledge and agree that you and Outern are in a direct business relationship, and the relationship is solely that of independent contracting parties. Outern does not provide any necessary tools, equipment, or any other material that might be required to complete a Project. You and Outern agree that (a) this is not a joint venture, franchisor-franchisee, partnership, or agency relationship between you and Outern; and (b) this is not an employment agreement and does not create an employment relationship between you and Outern.

(ii) As a Student using the Service, you acknowledge and agree that Outern does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement, including in connection with your work on Projects and the Service. You retain the option to accept Projects and are

solely responsible for completing such Projects according to the Project Terms provided by the Company that creates the Project.

(c) Submitting Completed Projects, Ratings, and Removal from the Service. Students can submit and Companies can accept completed projects using one of two methods for each project: (1) through the Outern Service; or (2) directly from the Student to the Company that created the Project. Users agree and acknowledge that Outern is not responsible for the Projects or their completion and does not, and will not, make any representations or warranties as to the quality of Projects or Student work product.

Users further agree and acknowledge that the integrity of the Service is based on a ratings system. Companies will rate Student performance once the Project is complete, and students will rate Companies once the Project is complete. All Users start with a 5-star rating. Once a Student's or a Company's rating is below 3.5-stars, the Student or Company can be removed, by Outern, from the Service. Further, Outern reserves the right to remove Users from the Service for violation of this Agreement.

(d) Optional Dispute Assistance. Nothing in this Agreement shall be construed to imply or create an obligation on Outern to supervise or monitor Users. However, non-binding dispute assistance (“**Dispute Assistance**”) is available to any User within 30 days of the last release of funds from Outern to Students. To request Dispute Assistance, users must contact Outern via email at [legal@joinoutern.com](mailto:legal@joinoutern.com) and provide an explanation of how the Deliverables did not meet the Project Terms. Once contacted, Outern will provide notice to all parties to the dispute, may request further information from the parties, and provide Dispute Assistance by reviewing the Dispute and recommending a mutual non-binding resolution [within 30 days from the date Dispute Assistance was requested]. However, Dispute Assistance between Users is subject to the following limitations:

(i) Outern can only provide Dispute Assistance where all communications between the Users who are party to the dispute occurred over and using the Service;

(ii) Outern can only provide Dispute Assistance where Projects are submitted to the Company over and using the Service;

(iii) Outern will only review work performed and communications between users utilizing the service for the 30 days prior to the date a User requests Dispute Assistance.

(iv) Users are responsible for any and all costs that may arise in the course of Outern's providing Dispute Assistance.

If Users seek to obtain a court or arbitrator order directing Outern to take or refrain from taking a given action with respect to a dispute between Users, Users agree to: (1) provide at least two weeks prior notice to Outern; (2), include, as a precondition to

any obligation affecting Outern in any such order, that Outern will be paid in full for any amounts for which Outern is entitled; and (3) pay Outern for the reasonable value of any services provided pursuant to any such order.

12. Intellectual Property. Except as provided in subsection 12(a) below, all text, graphics, editorial content, data, formatting, designs, blueprints, inventions, code, software, images, videos, trademarks, or other content generated by Students for the purpose of completing a Project or provided by a Company for the purposes of completing a Project (“**Project Content**”) are expressly owned by the Company. Outern provides form proprietary information and inventions assignment agreements for use by Companies to ensure any Project Content or intellectual property created for a Project is assigned to the Company. However, Users may agree in the Project Terms to any appropriate additional or alternative terms or conditions relating to Project Content. Alternatively, Companies can provide their own form agreements, binding solely on the Student or Students, for the purposes of the Project and the Project Content.

(a) Portfolio Work. [When creating a Project, Companies will have the option to allow Students to include all or certain identified components of Project Content in collections of work samples that Students can later use. Upon creating a Project, the Company will have the opportunity to mark a checkbox indicating whether the student can list their work on a resume, as well as another checkbox indicating whether the student can display Project Content for the purposes of obtaining future employment.

13. Fees and Non-Circumvention. For any Student whom the Company finds and makes first contact with through Outern: From the date of the first engagement between a Company and a Student to complete a Project, Users hereby agree to make and receive payments only through the Service for a period of two years (the “**Non-Circumvention Window**”). Users further acknowledge and agree to use the Service as the exclusive means through which to request, make, or receive all payments for Projects. Companies further agree that their employees, agents, or representatives are also subject to the Non-Circumvention Window with regard to any engagements with Students to complete Projects. Users agree to adhere to the Non-Circumvention Window and will not propose, solicit, or accept proposals for direct contact, hiring, or work. Further, subject to the Non-Circumvention Window, Users agree not to accept or receive invoices or disbursements related to Projects outside of the Service. Users agree to immediately notify Outern by sending an email to [legal@joinoutern.com](mailto:legal@joinoutern.com) if they become aware of any breach or potential breach of the Non-Circumvention Window.

(a) Opt-Out Fee. Notwithstanding the forgoing, Users may opt-out of the obligation outlined in this section 13 if Users agree to pay an opt-out fee (the “**Opt-Out Fee**”) [provided, however, that Users will not be required to pay the Opt-Out fee in verifiable situations where a former Student is employed or otherwise hired by a Company post-graduation]. In addition to any other fees owed to Outern or fees to which Outern is entitled, the Opt-Out fee shall be the lesser of: (1) \$500; or (2) 10% of the anticipated annualized wages or salary that will be paid by a Company to a Student. If Outern determines, in its sole discretion, that Users have violated this section, the Non-Circumvention Window, or have failed to pay the Opt-Out Fee, Outern reserves the

right to charge the appropriate Company's payment method the Opt-Out Fee, close User accounts and delete the User profiles, or both.

14. Geographic Restrictions. The Services are based in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you are responsible for compliance with local laws.

15. Updates. Outern may from time to time in its sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Outern has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. However, to the extent that Updates might materially impact this Agreement, Outern will provide notification to Users.

16. Third-Party Materials. As part of providing the Service, Outern and Users may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services ("**Third-Party Materials**"). You acknowledge and agree that Outern is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, security, quality, or any other aspect thereof. Outern does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and Users access and use them entirely at their own risk and subject to such third-parties' terms and conditions.

17. Acceptable Use. Outern provides the Service including, but not limited to, a platform to create, post, accept, and submit Projects and related payments. As such, User rating, posts and related content will be visible to other Users. You may only use the Service as outlined by this Agreement. Outern reserves the right to terminate or permanently bar Users who violate this Agreement.

Without limitation, while using the Service you may not: defame, abuse, harass, stalk threaten, or otherwise intimidate, mislead or violate the legal rights of other Users; post publish, or distribute defamatory, profane, obscene, or unlawful content in violation of local, state, or federal law; upload files or content containing malicious code, viruses, trojan horses, unauthorized remote or persistent access terminals or shells; upload material that violates the intellectual property rights of any User, third-party, or company; advertise or offer to sell any goods or services for a commercial purpose which are not relevant to the Service; conduct or forward surveys; impersonate another User; restrict or inhibit any other User or the Public from lawfully accessing the Service; use a robot, spider, hidden script or related tool to data-mine,

crawl, scrape, collect, mine, redistribute, transmit, sell, any content from the Service; or cause any third-party to engage in conduct restricted above.

18. Term and Termination.

(a) The term of this Agreement commences when you download, install, or access the Service and your acceptance will continue in effect until terminated by the User or Outern.

(b) You may terminate this Agreement by deleting your User account from the Service or upon written notice submitted to legal@joinoutern.com. In the event you terminate this Agreement, your right to use the Service is revoked, including the right to access information or data stored on the service, including that subject to section 12 above. Outern is not a party to any engagement between Users. Therefore, Users hereby acknowledge and understand that termination of this Agreement does not necessarily terminate or otherwise impact any engagement between Users to complete Projects. If the Student terminates their account while a Project is in session, the Company will be refunded in full and the Student will be banned from the Application. If the Company terminates their account while a Project is in session, the Company will not be refunded and full payment will be released to the Student. Further, Outern reserves the right, where a User account is closed or otherwise terminated, to provide notice to other Users.

(c) Outern may terminate this Agreement at any time without notice if it ceases to support the Application, which Outern may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination: all rights granted to you under this Agreement will also terminate.

(d) Termination will not limit any of Outern's rights or remedies at law or in equity.

19. Disclaimer of Warranties. THE SERVICE IS PROVIDED TO USERS AND LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUTERN, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, OUTERN PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS,

SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

20. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUTERN OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR USE OF THE SERVICE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR OUTERN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

21. Arbitration. THIS SECTION REQUIRES THE PARTIES TO ARBITRATE DISPUTES BETWEEN USERS AND OUTERN AND LIMITS THE MANNER IN WHICH RELIEF CAN BE SOUGHT FROM OUTERN. For any dispute with Outern, you agree to first contact us at [legal@joinoutern.com](mailto:legal@joinoutern.com) and attempt to resolve the dispute with us informally. In the unlikely event that Outern has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any Outern claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by the American Arbitration Association (“**AAA**”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in Columbus, Ohio, unless you and Outern agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by

the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, intellectual property rights, or other proprietary rights. YOU AGREE THAT BY ENTERING INTO THESE TERMS OF SERVICE, YOU AND OUTERN ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND OUTERN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

22. Indemnification. You agree to indemnify, defend, and hold harmless Outern and its officers, directors, employees, agents, affiliates, successors, and assignees from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Service.

23. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

24. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in Columbus and Franklin. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

25. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

26. Entire Agreement. This Agreement and our [Privacy Policy](#) constitute the entire agreement between you and Outern with respect to the Service and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

27. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.