

## CARTEDO TERMS OF SERVICE

Hello and welcome to Cartedo! We promote project-based learning by providing a platform for schools and organizations to connect with, and make projects and assessments available to, students and members regardless of location. Before we get started, we'll acquaint you with the terms we use in these Terms.

- “Account” means an account created on the Cartedo Platform.
- “Cartedo”, “we”, “us” or “our” means Cartedo Corporation.
- “Cartedo Platform” or “Platform” means our Website and related applications, including without limitation mobile applications that we may from time to time make available.
- “Challenge” means any form of project, assessment or similar challenge, as our functionality may from time to time enable, made available on the Cartedo Platform by a Provider and/or by Cartedo for Member participation.
- “Competition” means a competition hosted through the Cartedo Platform among Members involving one or more Challenges and includes without limitation any Hackathon.
- “Content” means text content, notifications, emails, videos, images and audio, any other content or any combination thereof, in each case, that we make publicly available or which we permit you to access, whether created by us, you or a third party.
- “Hackathon” means a one-time event that may be offered by any Provider and/or by Cartedo from time to time, in which only a Member that is at least 18 years old is permitted to participate.
- “Individual Data” means any data that relates to any User’s use of our Services.
- “Member” means a User, such as a student or an employee of an Organization, that participates in any Challenge or Hackathon, or has registered for an Account with access to do so.
- “Organization” means a Provider that is not a School, and may be more than one Provider that is working together in respect of a Challenge or Hackathon.
- “Provider” means a User that creates, monitors or otherwise posts a Challenge or Hackathon, or has registered for an Account with access to do so, whether a School or Organization.
- “School” means a Provider that is an academic organization, including a school or university.

- “Services” means any software or services we make available to you on the Cartedo Platform, as well as any offline services we may provide to you.
- “Terms” mean these Terms of Service, which are a legally binding agreement that governs your access to our Services.
- “User” means a user of our Services, whether a Provider or Member.
- “User Content” means any Content that Users provide to be made available through the Cartedo Platform, including without limitation any Challenge that a Provider posts to the Cartedo Platform and all Content submitted by any Member in connection with its participation in a Challenge or Competition.
- “Website” means [www.cartedo.com](http://www.cartedo.com)
- “you” or “your” means you.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN **AGREEMENT TO ARBITRATE**, WHICH REQUIRES THAT YOU AND CARTEDO ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT, AND LIMIT CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN THE ARBITRATION SECTION (SEE SECTION 18 OF THESE TERMS).

## 1. Acceptance of Terms.

- (a) PLEASE REVIEW THESE TERMS BEFORE USING OUR SERVICES, AS THEY MAY HAVE CHANGED SINCE YOUR LAST VISIT. IF YOU ARE VIEWING THIS ON YOUR MOBILE DEVICE, YOU CAN ALSO VIEW THESE TERMS VIA A WEB BROWSER AT [www.cartedo.com/terms-and-conditions](http://www.cartedo.com/terms-and-conditions). IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT USE OUR SERVICES, INCLUDING OUR WEBSITE. BY USING OUR SERVICES, INCLUDING OUR WEBSITE, YOU REPRESENT TO US THAT YOU ARE AT LEAST 18 YEARS OF AGE, OR AT LEAST 13 YEARS OF AGE AND ARE USING OUR SERVICES UNDER THE SUPERVISION OF A PARENT OR LEGAL GUARDIAN WHO AGREES TO BE BOUND BY THESE TERMS. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF A USER UNDER THE AGE OF 18, YOU AGREE TO BE FULLY RESPONSIBLE FOR THE ACTS OR OMISSIONS OF SUCH USER IN CONNECTION WITH OUR SERVICES. If you are under 13 years old, you may not register as a User, and you must have your parent's or guardian's, or (if you are using this at school) your teacher's, permission to use Cartedo's Platform and/or Services - this means that your parent, guardian or teacher must allow you to do so - If a parent or guardian is paying for your subscription, or if A School or Organization has obtained Membership

for you, then we refer to you as a "Member" - If a School or Organization is providing your Membership of the Cartedo Service, then you must only use your Membership for so long as that institution or enterprise permits you to. Our Services are not intended for use in Europe and/or in GDPR compliant countries..

- (b) Cartedo reserves the right to revise these Terms in its sole discretion at any time and without prior notice to you other than by posting the revised Terms on our Website. Revisions to the Terms are effective upon posting. The Terms will be identified as of the most recent date of revision. Your continued use of our Services after a revised version of these Terms has been posted on our Website constitutes your binding acceptance of the revised Terms.

## **2. Login Credentials; Communications.**

- (a) **Login Credentials.** In order to use some of our Services, you may be required to register by providing certain information. We may ask you to complete a registration form and create a user name and password, or we may permit you to login through a third party application (your user name and password for us or for any third party application, "Login Credentials"). You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including, without limitation, financial obligations). You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials.
- (b) **Account Information.** During your registration, you shall give truthful information about you (such as name, email address, physical address, phone number and payment account information) (collectively, together with the additional information referenced in Sections 3(a) or 3(b), "Account Information"). You are responsible for keeping your Account Information up to date and ensuring that it is accurate. We may contact you to verify your Account Information. We may ask you for additional information, for example for the purpose of fraud prevention, and we may suspend you from our Services or terminate these Terms if you do not provide such information within a reasonable period. You represent, warrant and covenant to us that all Account Information is and shall remain accurate and up to date.
- (c) **Acknowledgement for You to Receive Communications.** You hereby agree: (i) to receive communications, including emails, text messages, push notifications, mail and telephone calls, that are related to our Services; that any communications from us may also include marketing materials from us or from third parties; and that any notices, agreements, disclosures or other communications that we send to you electronically are deemed to satisfy any legal communication requirements. You may

opt out from receiving our communications by emailing [unsubscribe@cartedo.com](mailto:unsubscribe@cartedo.com) or selecting to unsubscribe as may be provided in the applicable correspondence.

**3. Our Services. Our Services offer a platform for our Providers to connect with our Members. Our Services allow Members to participate in Challenges created by Providers and/or by Cartedo and our Services may, from time to time, allow Members to participate in Competitions for certain rewards. A Provider may permit Members to communicate with each other using our Services.**

(a) **For Members.** This Section 3(a) applies to Members only.

i. **Member Information and Registration.** To make use of our Services, you will be required to create an Account and provide certain information, as described in Section 2. As a Member, we may ask for certain additional information, including your name, email address, city, country, state, school, organization, subject, major, gender and birth date (such additional information to be considered part of Account Information).

ii. **Challenges.**

i. You may participate in certain Challenges. You hereby acknowledge and agree that Challenges created by Providers are merely stored and hosted by Cartedo on its platform. Under no circumstances will we be liable for any claims that arise in connection with the Content of any Challenge.

ii. As we are not responsible for any Content of any Challenge created by a Provider, we are not responsible for addressing your questions about such Content. If you have a question or concern about any Content of a Challenge created by a Provider, we suggest that you contact the relevant Provider at the contact information provided to you on our Platform. However, if you would like to report a concern about such Content, you may contact us at [info@cartedo.com](mailto:info@cartedo.com).

iii. **Competitions.**

i. We may, from time to time, in our sole discretion, host or create a Competition that includes participation in certain Challenges. You acknowledge that we do not obligate you to participate in any such Competition, and we assume no liability for the Content of any Challenge created by a Provider that may be part of any such Competition.

ii. We do not guarantee that you will be eligible to participate in any Competition. Your eligibility to participate in a Competition will be set forth in

the terms of such Competition, to be made available at or about such time as such Competition is announced, and are incorporated herein by reference. The Provider of a Challenge is solely responsible for establishing the terms of participation in such Challenge.

iii. We may, in our sole discretion, provide to you a performance-based or other reward for your participation in a Competition, which may entitle you to free products or other benefits as determined and communicated by us or the applicable Provider(s). If you are under 18 years old or are participating in a competition through a School, we will not offer you rewards and you may instead receive a grade from your School.

**iv. Fees.**

i. **Fees.** We currently charge a subscription fee for the use of our Services as a Member. For some Members, this fee is paid for by a Provider (example a School may pay for its student Members or an Organization may pay for its employee Members). You understand that we may adjust our Fee Schedule from time to time. If you have an Account, we will provide notice of any such changes unless your fee is paid by a Provider in which case the notice will be provided to the Provider. If you continue to use our Services after we provide such notice, you agree to pay the fees described on our Services.

ii. **Billing and Payment Policy.** We may use a third party payment service to bill you through an online account for fees in lieu of directly processing your credit card information. By submitting your payment account information, you grant us the right to store and process your information with the third party payment service, which may change from time to time; you agree that we will not be responsible for any failures of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of such third party payment service in addition to these Terms. You acknowledge that we may change the third party payment service and move your information to other service providers that encrypt your information using transport layer security (TLS) or other comparable security technology.

iii. **Refunds or Credits; Reversals of Purchases.** Other than as may be expressly set forth on our Platform as updated from time to time, we have no obligation to provide refunds or credits, but may grant them in certain circumstances, as a result of specific refund guarantee

promotions, or to correct errors made by us, in each case, in our sole discretion.

v. **Use of Your Information.** Cartedo may share your Account Information, User Content, or Individual Data with certain Providers associated with any Challenge or Competition that you participate in. You understand that we may have received compensation from any such Provider for its use of our Services.

(b) **For Providers.** This Section 3(b) applies to Providers only.

i. **Provider Information and Registration.** To make use of our Services, you will be required to create an Account and provide certain information, as described in Section 2. As a Provider, we may ask for certain additional information, including a name, registered name, registered address, tax ID, designated contact person name, designated contact person email address (such additional information to be considered part of Account Information).

ii. **Challenges.**

i. **Posting a Challenge.** You may post a Challenge on our Platform for Member participation, subject to the technical restrictions we may from time to time impose. You are responsible for the Content of any Challenge that you post. You hereby acknowledge and agree that Cartedo will merely store and host Challenges created by you. Under no circumstances will we be liable for any claim that arises in connection with any Content of a Challenge or any other Content that you may post to our Platform. Subject to the technical restrictions we may from time to time impose, you will be able to specify the duration that your Challenge is available on our Services. Subject to the technical restrictions we may from time to time impose, you will be able to review old Challenges and analyze data in respect of such Challenges, and you will be able to download the results of Challenges offered by you.

ii. **Creating a Challenge.** You may create a Challenge using our Services. You will be required to affirmatively post a created Challenge to initiate Member participation. Draft Challenges that have not been posted to the system will expire after sixty (60) days. As set forth in Section 7, there are certain restrictions on your ability to post Content as part of a Challenge and we may remove or modify any Challenge at any time.

iii. **Contact Information and Member Inquiries.** To have a Challenge posted to our Platform, you agree to provide and make available to Members your contact information, including without limitation a mailing address and email

address, for the purpose of Member inquiries. You understand that we may make such contact information available to Members on our Platform and that we are not responsible for answering questions about any Content of a Challenge created and/or posted by you. You will use best efforts to respond to any Member inquiries within a reasonable time.

iii. **Fees; Purchases.**

i. **Fees.** By using our Services, you agree to our Fee Schedule, incorporated in our written agreement with you. Certain Services, such as creating or posting a Challenge, may have fees associated with them. You may be required to pay a monthly fee per Member per month. You understand that we may adjust our Fee Schedule from time to time. If you have an Account, we will provide notice of any such changes.

ii. **Billing and Payment Policy.** We may use a third party payment service to bill you through an online account for fees in lieu of directly processing your credit card information. By submitting your payment account information, you grant us the right to store and process your information with the third party payment service, which may change from time to time; you agree that we will not be responsible for any failures of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of such third party payment service in addition to these Terms. You acknowledge that we may change the third party payment service and move your information to other service providers that encrypt your information using transport layer security (TLS) or other comparable security technology.

iii. **Refunds or Credits; Reversals of Purchases.** Other than as may be expressly set forth on our Platform as updated from time to time, we have no obligation to provide refunds or credits, but may grant them in certain circumstances, as a result of specific refund guarantee promotions, or to correct errors made by us, in each case, in our sole discretion.

iv. **Member Information.** You may elect to receive certain information on the Members that participate in any Challenges that you post to our Platform. If you so choose, we will share with you such Members' Account Information, User Content and/or Individual Data subject to the restrictions on such data as provided in our Privacy Policy and unless we are prevented to do so by privacy laws or other applicable laws and regulations.

(c) **Referrals.** Cartedo may engage distributors or other individuals or entities who may have been compensated or incentivized to speak on our behalf and/or refer you to our Platform. If you receive a referral from a third-party source, note that such

individual or entity may have been compensated by Cartedo for his or her statements.

- (d) **Privacy Policy.** All information that you provide to register with us is subject to our Privacy Policy, available on our Website at [www.cartedo.com/privacy-policy](http://www.cartedo.com/privacy-policy) (our “Privacy Policy”).

#### **4. Scope of Service.**

- (a) We may change our Services at any time. If you do not like our Services or these Terms, please let us know and provide constructive feedback by sending us an email at [info@cartedo.com](mailto:info@cartedo.com). We do not promise to make any changes that you suggest, and your sole remedy if you are dissatisfied with our Services or these Terms is that you may discontinue your use of our Services.
- (b) We may alter, suspend or discontinue our Services in whole or in part, at any time and for any reason, without notice. Our Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. In order to use our Services, you must have a computer with Internet access that can access our Website or a compatible mobile device enabled with any mobile application we may provide.
- (c) When using our Services, your telecommunications carrier’s normal rates and charges apply. We are not responsible for any charges you incur from your telecommunications carrier as a result of use of our Services. You are responsible for ensuring that, at all times while using our Services, you are not in violation of your agreement with your telecommunications carrier.

#### **5. License to Use; Privacy Policy; Security**

- (a) Subject to these Terms and any other agreement between you and us, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use any application we may offer on a compatible mobile device for your personal, non-commercial purposes and use of our Platform, in each case, solely in the manner enabled by us.
- (b) Your license to use our Services is automatically revoked if you violate these Terms. From time to time, we may upgrade our Services or make improvements to our Services. You agree that these Terms will apply to all such upgrades or improvements. The foregoing license grant is not a sale of any mobile application we may provide or the Website or a sale of a copy of any such application or our Website, and we retain all rights and interest in our Services. Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly



provided for in these Terms, is void. We reserve all rights not expressly granted under these Terms.

- (c) Our [Privacy Policy](#) describes the collection, use and disclosure of data and information by us in connection with our Services. Our Privacy Policy, as may be updated by us from time to time in accordance with its terms, is hereby incorporated into these Terms, and you hereby agree to the collection, use and disclosure practices set forth therein.
- (d) You acknowledge that our Services use the Internet for data transfer and Internet-connected servers to store Content and Individual Data (as defined below). While we use commercially reasonable security measures for such servers, no security measures are 100% effective and Internet communications may have inherent insecurities. As such, we do not make any representation or warranty regarding the security offered in respect of our Services.

## 6. **Cartedo Content; Uploaded Content; Individual Data.**

- (a) **Our Content.** Subject to these Terms and any other agreement between you and us, we hereby grant you a limited, personal, non-transferable, non-exclusive, non-sublicensable, revocable license to access and use Content that we make available through our Services, solely for your personal and non-commercial use, and subject to any restrictions on certain types of Content set forth in these Terms. You understand that the Content that is posted on our Services is used by you at your own risk.
- (b) **Changes to Content.** We reserve the right to make changes to Content, descriptions or specifications of our Services, or other information without obligation to issue any notice of such changes.
- (c) **No Implied Licenses.** Nothing contained on our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use our Services or any Content, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms; or (b) with our prior written permission or the permission of the third party that may own the trademark or copyright of material displayed on our Services.
- (d) **Rights in User Content Granted by You.** You hereby grant to us a non-exclusive, perpetual, irrevocable, worldwide, sublicensable, transferable, royalty free, fully paid up license to reproduce, distribute, prepare derivative works of, modify, translate, adapt, publicly perform, publicly display and otherwise use your User Content, and you understand that we may allow any third party to use your User Content as well. You will own your Individual Data. You hereby grant us a non-exclusive, perpetual,

irrevocable, worldwide, sublicensable, transferable, royalty free, fully paid up license to reproduce, distribute, prepare derivative works of, modify, translate, adapt, publicly perform, publicly display and otherwise use any Individual Data, and you understand that we may allow any third party to use such Individual Data as well.

- (e) **Your Responsibility for User Content.** You are solely responsible for all of your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through our Services, nor any use of your User Content by Cartedo on or through our Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## **7. Your Use; Prohibited Conduct.**

- (a) As a condition of your use of our Services, you will not use our Services for any purpose that is unlawful or prohibited by these Terms. You agree to comply with any other applicable terms and conditions of use set forth on our Services.
- (b) You may not use our Services in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party's use of our Services. You may not obtain or attempt to obtain any information through any means not intentionally made available through our Services. In the event that you gain access to information not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession.
- (c) You agree not, and will not permit any person or entity, to: (i) use, or allow the use of, our Services for any unfair or deceptive practices or in contravention of any federal, state, local, foreign or other applicable law or rules and regulations of regulatory or administrative organizations; (ii) act in a fraudulent, tortious, malicious or negligent manner when using our Services; (iii) obtain unauthorized access to any computer system through our Services; (iv) circumvent, remove or otherwise interfere with any security-related features of our Services, features that prevent copying or using any part of our Services or features that enforce limitations on the use of our Services or any Content; (v) introduce viruses, worms, Trojan horses and/or harmful code to our Services; and (vi) use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape or index any portion of our Services or any Content.

(d) In addition, you agree that you will not, and will not authorize or facilitate any attempt by another person or organization to use our Services to: (i) transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious or otherwise objectionable, as determined by us; (ii) use a name or language that we, in our sole discretion, deem offensive; (iii) post defamatory statements; (iv) post hateful or offensive Content or Content that disparages any ethnic, racial, sexual, gender, religious or other group; (v) post Content that depicts or advocates the use of illegal drugs; (vi) post Content that characterizes violence as acceptable, glamorous or desirable; (vii) post Content which infringes another's copyright, trademark or trade secret; (viii) post unsolicited advertising or unlawfully promote products or services; (ix) harass, threaten, bully, stalk or intentionally embarrass or cause distress to another person or entity; (x) promote, solicit or participate in any multi-level marketing or pyramid schemes; (xi) exploit children under 18 years of age; (xii) engage in disruptive activity, such as sending multiple messages in an effort to monopolize a forum; (xiii) invade the privacy of any person, including without limitation posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age); (xiv) solicit personal information from children under 13 years of age; (xv) create a false identity or impersonate another person or entity; or (xvi) encourage conduct that would constitute a criminal or civil offense. The restrictions in this Section 5(c) are intended to be illustrative, and we reserve the right to consider other conduct to be prohibited. In addition, you will not post any content to any of our social media accounts that is any of items (i)-(xvi) above.

(e) We reserve the right, without prior notice and in our sole discretion, to decide whether your use of our Services violates these Terms for any of the above reasons or for any other reason, and if we do so, we may terminate your access to our Services.

**8. Indemnification. By using our Services, you hereby agree to indemnify and hold harmless us and our officers, directors, employees and agents from any claims, damages, losses, liabilities, and all costs and expenses of defense (collectively, "Claims"), including without limitation attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with (i) your provision of any Content, (ii) your use of our Services and/or (iii) any user or other third party's use of any Content that you submit via our Services. At our option, you agree to defend us from any Claims.**

**9. Intellectual Property Rights. You agree and acknowledge that the structure, organization and code used in conjunction with our Services are proprietary to us. You shall not, and shall not permit any person or entity**

to: (i) use our Services on a service bureau, time sharing or any similar basis, or otherwise for the benefit of any other person or entity; (ii) alter, enhance, or make derivative works of our Services or any Content available through the foregoing; or (iii) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from our Services. You shall not sell, transfer, publish, disclose, display or otherwise make available our Services including any modifications, enhancements, derivatives and other software and materials provided hereunder by us or copies thereof to others in violation of these Terms. Unless otherwise noted, all Content contained on our Services is the property of us and/or our affiliates or licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Product names are trademarks or registered trademarks of their respective owners.

10. **Copyright Infringement; DMCA Policy.** If you believe that any materials on our Services infringe your copyright, you may request that such materials be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following: (1) identification of the copyrighted work that you believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (2) identification of the material that you believe to be infringing, including a description of the material, and its location on our Website; (3) your name, address, telephone number and email address; (4) a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent or the law; (5) a statement that the information in your claim is accurate; and (6) a statement that “under penalty of perjury,” you declare that you are the lawful copyright owner or are authorized to act on the owner’s behalf. For copyright issues relating to our Services, you may contact us at [info@cartedo.com](mailto:info@cartedo.com). To protect the rights of copyright owners, we reserve the right to suspend your Account and/or other user privileges, delete or disable content alleged to be infringing and/or terminate the Account and/or other user privileges of a repeat infringer.
  
11. **Unsolicited Ideas and Feedback.** We welcome your feedback, ideas and suggestions (collectively, “Suggestions”). It is important to be aware of the following restrictions with regards to your Suggestions. If you send us any Suggestions, you agree that: (1) your Suggestion(s) become our property and you are not owed any compensation in exchange; (2) none of the Suggestion(s) contain confidential or proprietary information of any third

party; (3) we may use or redistribute Suggestion(s) for any purpose and in any way; (4) there is no obligation for us to review your Suggestion(s); and (5) we have no obligation to keep any Suggestions confidential.

12. **Third Party Sites; Third Party Service.** Our Services may contain links to third party sites. These links are provided to you as a convenience, and we are not responsible for the content of any linked third party site. Any third party site accessed from our Services is independent from us, and we have no control over the content of that site. In addition, a link to any third party site does not imply that we endorse or accept any responsibility for the content or use of such site. Use of any third party site is subject to its terms of service and privacy policy. We request that you exercise caution and good judgment when using third party sites. Our Service may include features or functionalities that interoperate with services operated by third parties, which may be pursuant to a generally available application programming interface made available by such a third party or pursuant to an agreement that we have with such a third party. We have no control over any features or functionalities offered by any third party, and those features or functionalities may be modified, suspended or terminated at any time with no notice.

13. **Providers of Third Party Platforms.** You hereby acknowledge and agree that all of our licensors, suppliers or other third parties: (i) are not parties to these Terms; (ii) have no obligation whatsoever to furnish any maintenance or support services with respect to Cartedo; (iii) are not responsible for addressing claims by you or any third party relating to our Services, including without limitation any product liability claims, claims under consumer protection laws or claims under any other law, rule or regulation; and (iv) have no responsibility to investigate, defend, settle or discharge any claim that our Services or use thereof infringes any third party intellectual property rights.

14. **Disclaimer.**

(a) OUR SERVICES AND ALL CONTENT ON OR ACCESSIBLE FROM OUR SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, WE DO NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE THROUGH OUR SERVICES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR

SERVICES (INCLUDING WITHOUT LIMITATION MECHANISMS FOR THE DOWNLOADING AND TRANSMITTING CONTENT) PROVIDED BY OUR SERVICES WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THAT OUR SERVERS OR THE SERVER(S) THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- (b) WE AND OUR AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.
- (c) Under no circumstances will we be liable for any loss or damage caused by failed delivery or receipt of Content or any third party's use or distribution of Content. You hereby acknowledge and agree that Cartedo merely stores and hosts User Content but does not actively create User Content. Under no circumstances will Cartedo be liable for any claims that may arise from User Content, including without limitation claims for intellectual property infringement.

**15. Limitation of Liability; Release.**

- (a) **Disclaimer.** IN NO EVENT SHALL WE BE LIABLE TO YOU, ANY OTHER USER OF OUR SERVICES, THIRD PARTY PROVIDERS OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF OUR SERVICES, YOUR CONTACT INFORMATION, CONTENT OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- (b) **Limitation.** OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM THESE TERMS SHALL NOT EXCEED THE GREATEST OF (I) \$100.00; OR (II) THE AGGREGATE AMOUNT YOU HAVE PAID TO US IN FEES, IF ANY, IN THE THEN-PRIOR TWELVE (12) MONTH PERIOD.
- (c) **Exclusions.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF

THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU BUT SHALL INSTEAD APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**(d) Release.** Our Services are only a means of connecting Users, and except to the extent, if any, that we serve as a communications platform between Users to facilitate the organization of a Challenge or Competition, we do not take part in the interaction between or among Users. As a result of our limited involvement in the actual contact between or among Users, in the event that you have a dispute with one or more Users, you hereby release us, and our officers, directors, employees, agents, investors, subsidiaries and contractors from any and all claims, demands or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. We expressly disclaim any liability or claims that may arise between or among Users of our Services. You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor." You waive any other similar provision of applicable law that applies to you.

**16. Jurisdictional Issues.** We make no representation that information on our Services is appropriate or available for use within Europe or GDPR compliant countries. Those who choose to access our Services from outside such countries do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws. By using our Services, you consent to having your Login Credentials and any personal information that you provide as part of the account creation process transferred to and processed in the United States subject to the restrictions on such data as provided in our Privacy Policy.

**17. Governing Law; Dispute Resolutions.** These Terms, and any dispute between you and us, shall be governed by the laws of Delaware without regard to principles of conflicts of law that would result in the application of the law of any other jurisdiction, except that the Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provisions set forth below. Unless you and we agree otherwise, in the event that Section 18 is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Arbitration Procedures (as defined below) or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in the State of Delaware except that you or we are permitted (1) to bring

**small claims actions in state court in the county in which you reside if such court has a small claims procedure; (2) to bring claims for injunctive relief in any court having jurisdiction over the parties; or (3) to seek enforcement of a judgment in any court having jurisdiction over the parties. To the extent permitted by law, you and we agree to waive trial by jury in any court proceeding**

**18. Agreement to Arbitrate; Waiver of Class Action.**

**(a) Mandatory Arbitration of Disputes; Arbitration Procedures.** Except if you opt-out or for disputes relating to your or our intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents) or for items (1)-(3) set forth in Section 17, you agree that all disputes between you and us (whether or not such dispute involves a third party) arising out of or relating to these Terms, our Services, and/or our Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language in the State of Delaware. under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and you and we hereby expressly waive trial by jury. You and we shall appoint as sole arbitrator a person mutually agreed by you and us or, if you and we cannot agree within thirty (30) days of either party’s request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys’ fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Terms.

**(b) Class Action Waiver.** Any claims brought by you or us must be brought in that party’s individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You hereby waive any and all rights to bring any claims related to these Terms and/or our Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on your own behalf.

**(c) Opt-out.** You may opt out of this Agreement to Arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within thirty (30) days of the date that you first became subject to this arbitration provision. The opt-out notice must state that you do not agree to the Agreement to Arbitrate and must include your name, address, phone number, your Cartedo account, if applicable, to which the opt-out applies and a clear



statement that you want to opt out of this Agreement to Arbitrate. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. You must use this address to opt out: Cartedo Corporation ATTN: Shweta Homji; F-12 Hauz Khas Enclave, New Delhi 110016

**(d) Effect of Changes on Arbitration.** Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any change to the Arbitration Procedures (other than a change to any notice address or Website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the change. Moreover, if we seek to terminate the Arbitration Procedures from these Terms, such termination shall not be effective until thirty (30) days after the version of these Terms not containing the Arbitration Procedures is posted to our Website, and shall not be effective as to any claim that was filed in a legal proceeding against us prior to the effective date of removal.

**(e) Survival.** In accordance with Section 19, this Arbitration section will survive the termination of your relationship with us.

#### **19. Modifying and Terminating Service.**

(a) We may terminate your access to our Services, in our sole discretion, for any reason and at any time upon electronic notice to you at the email address provided by you at registration. You agree that we are not liable to you or any third party for any termination of your access to our Services. We may change and update our Services from time to time. We may add or remove features including without limitation making free Services into paid Services and vice versa. We will give you appropriate advance notice about any major changes, although you understand that we may stop, suspend or change our Services at any time without prior notice.

(b) You may terminate these Terms at any time by ceasing to use our Services or by closing your account. On our Services, we will include instructions for how to close your Account. We may update these instructions and our process to close your account from time to time. Please follow the instructions on our Services to close your account if you would like to do so.

(c) The following Sections of these Terms and any accrued obligations will survive any termination of these Terms: 5(c), 5(d) and 6-20, and any related definitions.

#### **20. General Terms.**

**(a) Miscellaneous.** You may not assign or transfer your rights or obligations under these Terms in whole or in part to any third party without our consent. These Terms shall

bind and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees and permitted assigns. We and you are independent contractors and are not partners, joint venturers, agents, employees or representatives of each other. These Terms, including our Privacy Policy, contain the entire understanding of the parties with respect to the transactions and matters contemplated herein, supersede all previous communications, understandings and agreements (whether oral or written) other than any click-through or end user license agreement provided by us, and cannot be amended except by a writing signed by both parties or by our posting of an amended version of these Terms on our Website. The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms. If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

- (b) Waiver of Rights.** Cartedo's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Cartedo.
- (c) Minors.** Our Services are available only to, and may only be used by, individuals who are 18 years and older and who can form legally binding contracts under applicable law[, or individuals who are at least 13 years of age and are using our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a User under the age of 18, you agree to be fully responsible for the acts or omissions of such user in connection with our Services]. If you are a parent or guardian and you discover that your child has created an unauthorized account on our Services, please contact us at [info@cartedo.com](mailto:info@cartedo.com) and we will remove the account.
- (d) For Additional Information.** If you have any questions about these Terms, please contact us at [info@cartedo.com](mailto:info@cartedo.com).

Last Updated: October 31, 2019