

WOKEN, LLC Privacy Policy

Last Modified: December 12, 2020

Introduction

This Privacy Policy describes the types of information that Woken, LLC (“**WOKEN**”, “**we**” or “**us**”) may collect from you, the user, when you visit (i) the WOKEN website <https://www.iamwoken.com/> and/or (ii) the WOKEN platform that WOKEN clients utilize for career exploration and job search (the “**Platform**”; the WOKEN website and the Platform are collectively referred to herein as the “**Website**”). This policy also describes our practices for collecting, using, maintaining, protecting, and disclosing that information. We respect your privacy and are committed to protecting it through our compliance with this policy.

This policy applies to information we collect:

- On this Website.
- In email, text, during career coaching meetings, and other electronic messages between you and this Website.

It does not apply to information collected by:

- Us through offline means or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children under the Age of 13

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website, or register on the Website. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at team@iamwoken.com.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number, age, and demographics or other personal information collected (“**personal information**”);
- About your internet connection, the equipment you use to access our Website, and usage details.

We collect this information:

- Directly from you when you provide it to us. This includes information provided:
 - Upon a user’s creation of an account on the Platform;
 - Upon interaction on the Website; and
 - When you communicate with WOKEN.
- Automatically as you navigate through the site. Information collected automatically may include usage details and IP addresses.

Information You Provide To Us

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes:
 - User Account Information, meaning information that identifies you to WOKEN’s Website.
 - Contact Information, meaning (i) your name, (ii) your physical address, (iii) your email address, and (iv) your telephone number.
- Transaction Information, meaning all information related to transactions that customers conduct via the Website.
- Financial Information, including:
 - Your credit card number, credit card expiration date, and credit card verification code, all with respect to one or more credit card that you have the lawful right to use; and
 - Your bank account number, bank account title, bank name, branch location and routing number, all with respect to one or more accounts that you have the lawful right to access.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.

- Information about your computer and internet connection, including your IP address, MAC address, operating system, browser type, device type, and device identifier.

The information we collect automatically may include personal information, or we may maintain it or associate it with personal information we collect in other ways. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Improve our services.
- Recognize you when you return to our Website.

How We Use Your Information

WOKEN may use Personal Information to:

- Operate and improve the Platform.
- Present our Website and its contents to you.
- Target services to Users.
- Facilitate communications with Users.
- Provide customer support.
- Communicate with Users regarding support or technical issues.
- Facilitate surveys.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection, as well as to comply with the law.
- Notify you about changes to our Website, or any products or services we offer or provide through it.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

Disclosure of Personal Information

We may disclose personal information that we collect or you provide as described in this privacy policy to:

- WOKEN Affiliates, which may use the personal information for the purposes described in the section above. “WOKEN Affiliates” means
 - (i) any parent, subsidiary, member, officer, director, employee, or agent of WOKEN or any company under common control with WOKEN, or
 - (ii) any third party with which WOKEN has a commercial relationship.
- Service providers, contractors, and other third parties which act for us or provide services for us, such as for marketing or for the processing of payments, and as to such service

providers their use of personal information is subject to our agreements with them and any applicable laws.

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of WOKEN's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by WOKEN about our Website users is among the assets transferred.
- Providers arrange transactions with Customers via the Platform.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our Terms of Service.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of WOKEN, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
- WOKEN's employees and outside professionals (such as lawyers and accountants) for the purpose of auditing, compliance, and corporate governance.

Emails

WOKEN reserves the right to send you emails. You agree to receive such emails, but may opt out by emailing team@iamwoken.com

Payment

Before you begin to use our service under your WOKEN account, you will be required to select a method of payment (“**Payment Method**”). To access the details of your WOKEN account, including Payment Method, visit our Site at www.iamwoken.com and go to your account page.

Termination

You may cease your process but WOKEN will retain your personal information so as to protect the business interests.

Changes to Our Privacy Policy

WOKEN reserves the right to change this Privacy Policy. Such changes may be announced to you either by email or by the posting of the revised policy on the Website. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website, Platform, and this Privacy Policy to check for any changes.

No Responsibility for the Privacy Practices of Third Parties

This Privacy Policy does not apply to third-party websites or platforms that have linked or are redirected to or from WOKEN's Website regardless of whether or not such link or redirection is authorized by WOKEN. Third-party websites may have their own policies regarding privacy, or no policy at all. WOKEN is not responsible for these third-parties. We encourage you to read third-parties' policies before using their services.

Accessing and Correcting Personal Information

You may correct or update your personal information via your "My Account" screens on the Platform.

You may close an account but WOKEN will nevertheless retain your personal information so as to protect the business interests of WOKEN, WOKEN Affiliates, Customers, Providers and other Users. Those interests include the completion of transactions, maintaining records for financial reporting purposes, complying with our legal obligations, resolving disputes, and enforcing agreements.

Your California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to team@iamwoken.com.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at team@iamwoken.com.

WOKEN, LLC Terms of Service

Last Modified: December 11, 2020

PLEASE READ THESE TERMS CAREFULLY. YOU ARE AGREEING TO BE BOUND BY THESE TERMS.

Definitions

- a) “Contact Information” means (i) your name, (ii) your physical address, (iii) your email address and (iv) your telephone number.
- b) “Last Modified” means the date that we have last edited this policy.
- c) “WOKEN Affiliates” means (i) any parent, subsidiary, member, officer, director, employee, or agent of WOKEN or any company under common control with WOKEN, or (ii) any third party with which WOKEN has a commercial relationship.
- d) “Customer” is a person that opens a Customer Account.
- e) “Privacy Policy” means the set of policies set forth in this document.
- f) “Financial Account Information” means your credit card number, credit card expiration date and credit card verification code, all with respect to one or more credit cards that you have the lawful right to use, and your bank account number, bank account title, bank name, branch location and routing number, all with respect to one or more accounts that you have the lawful right to access.
- g) “Platform” means the WOKEN platform that WOKEN clients utilize for career exploration and job search.
- h) “Provider” is a service Provider or other professional that opens a Provider Account.
- i) “Transaction Information” means all information related to transactions that Customers conduct via the Platform.
- j) “User” is a person 18 years and older that opens a Customer Account or a Provider Account.
- k) “User Account” means an account permitting access to the Platform (which may be designated by you as either a “Customer Account” or a “Provider Account”).

- l) “User Account Information” means information that identifies you to WOKEN’s Platform, including your User name, phone number, internet protocol address, MAC address, device type and device identifier.
- m) “User Data/Material” means any data or information the user creates, owns, or submits on WOKEN’s Website.
- n) “User Terms” means WOKEN’s Terms of Service, as applicable to a particular User.
- o) “Website” shall refer to WOKEN’s website, <https://www.iamwoken.com/>, and the Platform, collectively.

Acceptance of the Terms of Service

These terms of service are entered into by and between You and WOKEN (“**Company**,” “**we**,” or “**us**”). The following terms and conditions, “Terms of Service,” govern your access to and use of iamwoken.com, including any content, functionality, and services (the “**Services**”) offered on or through iamwoken.com and the Platform (which, as indicated above, are collectively referred to as the “**Website**”), whether as a guest or a registered user.

Please read the Terms of Service carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service (and our Privacy Policy, incorporated herein by reference). If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Website.

Our Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to

the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Accessing the Website, and Account Security

WOKEN reserves the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Service and comply with them.

To access the Website, you may be asked to provide certain registration details or other information. To register, you will have to create a WOKEN account. You will be asked to register with WOKEN. You may not (i) select or use a name of another person with the intent to impersonate that person; (ii) use a name subject to any rights of a person other than you without appropriate authorization; or (iii) use a name that is otherwise offensive, vulgar or obscene. WOKEN has the right to disable any user name or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website, or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record personal information.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Intellectual Property Rights

The content accessible through the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features (collectively, the “**WOKEN Content**”) and the trademarks, service marks and logos contained therein (the “**Marks**”), are owned by or licensed to WOKEN, and subject to copyright and other intellectual property rights under United States and foreign laws. Except as set forth in these Terms, the WOKEN Content, Marks, and User Data/Material are provided to you for your information and non-commercial, personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever except as set forth in these Terms or without the prior written consent of the respective owners. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any WOKEN Content, Marks or User Data/Material.

By submitting, posting, uploading, or otherwise providing User Data/Material to WOKEN, you hereby grant WOKEN a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable and transferable license to use, reproduce, modify, distribute, prepare derivative works of, display, publish, perform and transmit the User Data/Material in connection with the Website and WOKEN (and its successors) business as permitted hereunder. You also hereby

grant, to each authorized user of the Website whom you authorize to receive your User Data/Material, a non-exclusive license to access your User Data/Material through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Data/Material as permitted through the functionality of the Website and under these Terms.

Prohibited Uses and User Conduct

As a condition of use, you agree not to use the Website for any purpose that is unlawful. You agree to abide by all applicable local, state, national, and international laws and regulations, including, without limitation, all intellectual property laws. Any unauthorized use of the Website is expressly prohibited.

Expressly, you agree not to use the website to:

(a) take any action or upload, download, post, submit or otherwise distribute or facilitate distribution of any User Data/Material using any communications service or other service available on or through the Website, that:

- (i) Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- (ii) Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- (iii) Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- (iv) Misrepresents the source or identity of any content or is likely to deceive any person.
- (v) Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (“spamming”) or a chain letter, a pyramid scheme or any other similar solicitation.
- (vi) Contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of WOKEN or any third party.
- (vii) Impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of WOKEN.
- (viii) Constitutes an offer, for sale or otherwise, of firearms, explosives, weapons, tobacco products, controlled substances, pharmaceutical products, counterfeit or stolen articles, registered or unregistered securities, or any items that would cause WOKEN to violate any applicable law or regulation.
- (ix) Interferes with the ability of any other user to access and make use of the Website.

WOKEN may, but has no obligation to, monitor your use of the Website and terminate your account for violation of the above.

Additionally, you agree that you will not:

- (i) Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- (ii) Bypass any measures WOKEN may use to prevent or restrict access to the Website, other accounts, or computer systems or networks connected to the Website.
- (iii) Interfere with any other user's enjoyment of the Website, including, without limitation, accessing a WOKEN account of a WOKEN user that is not yours.
- (iv) Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- (v) Harvest or collect information from the Website, including, without limitation, information about other users of the Website.
- (vi) Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- (vii) Use any device, software, or routine that interferes with the proper working of the Website.
- (viii) Directly or indirectly, modify, translate, decompile, disassemble, or reverse engineer any part of the Website or any content available through it (except to the limited extent applicable laws specifically prohibit such restriction), copy, rent, lease, distribute, or otherwise transfer or sublicense any or the rights that you receive hereunder, or remove any proprietary notices or labels.
- (ix) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- (x) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- (xi) Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- (xii) Otherwise attempt to interfere with the proper working of the Website.

In addition, the use of any information learned through the Website is limited to the express purposes set forth in these Terms; all other uses are strictly prohibited.

Notwithstanding the foregoing, we grant the operators of search engines permission to use robots to copy materials from the site for the sole purpose of creating publicly-available searchable indexes of the materials, but not caches or archives of the materials; provided, that we reserve the right to revoke these exceptions either generally or in specific cases.

Termination

WOKEN may terminate your access to all or any part of the Service at any time, with or without cause, effective immediately. You may terminate your use of the Service at any time, provided that all provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitation of liability. If you terminate your account, you may permanently lose access to all User Data/Materials you submitted to or through the Service.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE, PLATFORM, OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE PLATFORM ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF

GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

Indemnification

You agree to defend, indemnify and hold harmless WOKEN and its owners, managers, affiliates, subsidiaries and distribution partners and their respective owners, officers, managers, directors, employees and/or agents (collectively, “WOKEN Indemnitees”) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from:

- (i) Your use of and access to the Website;
- (ii) Your violation of any term of these Terms;
- (iii) Your violation, alleged or actual, of any third party right, including without limitation any copyright, property, or privacy right;
- (iv) Any claim that any of User Data/Material you upload and publish on the Website caused damage to a third party; or
- (v) Your gross negligence or willful malfeasance (collectively, “Claims”).

You are solely responsible for defending any such Claims, and for payment of losses, costs, damages or expenses resulting from the foregoing to both a third party and to the WOKEN Indemnitees. WOKEN shall have the right, in its sole discretion, to select its own legal counsel to defend the WOKEN Indemnitees from any Claims (but by doing so shall not waive your indemnity obligations), and you shall be solely responsible for the payment of all reasonable attorney’s fees incurred by the WOKEN Indemnitees in connection therewith. You shall not, without the prior express written approval of WOKEN, settle, dispose or enter into any proposed settlement or resolution of any Claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for any WOKEN Indemnitee. This defense and indemnification obligation will survive the termination or expiration of these Terms and your use of the Website. Although WOKEN will not be liable for your losses caused by any unauthorized use of your WOKEN account, you may be liable for the losses of WOKEN or others due to such unauthorized use.

Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of New York without regard to or application of choice of law rules or principles. You agree that the Website shall be deemed to be solely based in the State of New York, and that the Site shall be deemed a passive website that does not give rise to personal jurisdiction over WOKEN, either specific or general, in jurisdictions other than the State of New York.