

## SEAD PROGRAM TERMS OF SERVICE AGREEMENT

Last updated: September 10, 2018

Welcome to SEAD Program!! We are thrilled that you've chosen us. This Terms of Service Agreement (this "Agreement") governs the relationship between you and SEAD Program LLC (hereinafter, "SEAD" "us," or "we" and the possessive "our") regarding your use of our educational programming, consulting, counseling, discussion topics, and instructional programs and related software applications, including SEAD Program™ (collectively the "Program") for students (and their family members), instructors, administrators, schools, school districts, educational institutions, and counselors. You access the Program through our websites (the "Website") and/or our mobile applications licensed by us to you to facilitate your use of the Program (the "Application"). Reference to the Program or use of the Program herein means through both the Website and the Application. The Program is owned and operated by SEAD Program LLC, a Colorado limited liability company. The terms "you," "your," and "yours" refer to anyone accessing, viewing, browsing, visiting or using the Program in any manner by, through or under you or your Account.

Use of the Program is also governed by our Privacy Policy, the most current version of which can be found at <https://www.theseadprogram.com/privacy-policy/> (the "Privacy Policy"), which is incorporated herein by reference.

IMPORTANT – PLEASE READ CAREFULLY – THIS AGREEMENT CREATES A LEGALLY BINDING CONTRACT WHICH GOVERNS YOUR USE OF THE PROGRAM. BY CREATING AN ACCOUNT OR USING THE PROGRAM OR PAYING APPLICABLE FEES, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT AND THE PRIVACY POLICY. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE PROHIBITED FROM USING THE PROGRAM.

### 1. License and Restrictions.

1.1 License Grant for Program. Subject to the terms of this Agreement, and your obligation to pay applicable Fees, SEAD hereby grants you a non-exclusive, non-transferable, revocable limited license solely for the period your Account is active, to access and use the Program through the Website and/or Application, and to install and run one copy of the Application on a single mobile device. This license does not include any right to any content or materials that you may access from our Website or Application or to use any names, trademarks, logos or other Intellectual Property of ours. You are responsible for obtaining all hardware necessary to run the Application and for any fees, such as internet connection, data, or mobile carrier fees that you incur when accessing the Program. We reserve all rights not expressly granted herein.

1.2 Accounts and Access. To use the Program, you must register for an account (an "Account"). Once your Account is registered, you may generally be referred to as "User". Other users may be referred to generally as "Other Users" and you and Other Users are sometimes collectively referred to as "Users." Your Account gives you access to the Program and functionality that we establish, maintain and modify from time to time in our sole discretion. If you open your Account by or through connecting with a third-party or social media service (such as Google, Facebook, school intranet, school network, Google classroom or other social media site) (collectively, "SMS"), you give us permission to access and use your information from that SMS as permitted by that SMS, and to store

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your log-in credentials for that SMS. We may store this information so that it can be used for the purposes explained in the Privacy Policy, and it may also be used to verify your Account Information. You understand that information that the SMS collects from you is governed by the SMS's own privacy policies and our use of information we obtain from the SMS is subject to the SMS's privacy policies. We disclaim any responsibility for the SMS's use of your information.

1.3 Group Accounts. Accounts may be opened on behalf of a school, educational institution, district, classroom, organization, club, or group (collectively, "Group"). If you open an Account on behalf of a Group ("Group Account"), then you are the "Group Leader", and (i) "you" includes you and that Group; (ii) you represent and warrant that you are an authorized representative of the Group, with the authority to bind the Group to this Agreement; and (iii) every person who access the Program through the Group (each a "Group Participant" and their access is referred to as "Group Participant Access") must have their own login and account and must pay the Fees (or the Fees for each Group Participant will be paid by the Group Leader behalf of each Group Participant). Each Group Participant must agree to comply with the terms of this Agreement and each Group Leader is responsible for such compliance by each Group Participant. The Group Leader is responsible for maintaining and notifying us of the names and Account Information for each Group Participant.

1.4 Minors' Accounts. You may only open an Account if you have reached the age of majority or legal age in your jurisdiction (generally 18 years or older) and can form legally binding contracts under applicable law or, if you are under the age of majority, your Group Leader, parent or guardian agrees to this Agreement on your behalf. You may set up an Account for children ("Child Account") or a Group Account where children are Group Participants; provided that you provide us with proof we reasonably request to comply with the Children's Online Privacy Protection Act ("COPPA") and otherwise are responsible for compliance with this Agreement by the Group Participant. In accordance with COPPA, we do not knowingly solicit, nor will we accept, personally identifiable information from users under sixteen (16) years of age without the consent of their parent or guardian and if a Group Participant is a student under the age of 16, we will use reasonable efforts to use only the Group Participant's school email address or their parents' email address. If an educational institution with students that are under sixteen (16) years of age opens a Group Account on behalf of some of its students as Group Participants, the educational institution may also provide us with personally identifiable information about its students provided they have received appropriate permission from the parents or guardians. You agree to comply with all mechanisms we put in place to facilitate compliance with COPPA. If you are the sponsor of a Group that includes children under the age of 16, you are also responsible for complying with COPPA, which includes your obligation to notify parents/guardians of the information to be collected and obtain parent/guardian consent before collecting and sharing with us any personal information of those children. We will not knowingly share specific personal information about any Group Participant under the age of 16 with any third parties. We reserve the right to terminate any Child Account or access to the Program by a particular Group Participant (without terminating the entire Group Account) if we determine that requirements to comply with COPPA have not been satisfied.

#### 1.5 Account Information and Management.

(a) Information Provided When Setting Up Account. When you open an Account, you may be asked to provide certain personal information, such as your name, e-mail address, username and password and an access code that is provided to you ("Login Information") and payment information (collectively, with Login Information, your "Account Information"). You may not use a false

identity or false information or create an Account on behalf of someone other than yourself. Do not share your Account or Login Information, nor let anyone else access your Account or otherwise jeopardize the security of your Account. If you become aware of, or suspect, any breach of security of your Account, including without limitation any loss, theft or unauthorized disclosure of the Login Information, you must immediately notify us and modify your Login Information. You are solely responsible for all uses of the Account Information. You are responsible for any use of your credit card or other payment instrument (e.g. PayPal) incurred by others who use your Account. You agree that we will not be liable for any losses caused by any unauthorized use of your Account. We reserve the right to remove or reclaim any usernames at any time and for any reason (for example, due to claims by a third party that a use violates the third party's rights). We cannot guarantee that unauthorized third parties will not be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information (including Account Information) at your own risk.

(b) Account Information and Privacy. Account Information will be held and used in accordance with our Privacy Policy. You understand that by using the Program you consent to the collection, use and disclosure of your Account Information and aggregate data as set forth in our Privacy Policy, including your consent to receiving notices and emails from us as set forth in our Privacy Policy. In addition, to the extent you share with any third-party, data that is collected by or stored on the Program, you represent and warrant that you have all required consents to collect and share such data with such third parties.

1.6 License and Account Limitations and Prohibitions. You agree that you will not do any of the following with respect to the Program, Website or Application:

(a) Use the Program for any advertising, solicitation, non-personal or commercial purposes, including spam, chain letters, junk e-mail, unsolicited email or repetitive messages.

(b) Use your Account or the Program in connection with or assisting or promoting violation of any law or regulation;

(c) Modify or cause to be modified any files or content used in the Program;

(d) Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website or Application;

(e) Disrupt or overburden any computer or server used to support the Program (each a "Server");

(f) Institute, assist or become involved in any attack or distribution of a virus upon the Website or Application;

(g) Attempt to gain unauthorized access to the Program, Other User's Accounts, Servers or networks connected to the Program or attempt to circumvent or modify any security, technology, device or software that is part of the Program;

(h) Post, distribute or make available any material or information that infringes any Intellectual Property Rights, right of privacy, right of publicity or other right of any person or entity or that is abusive, threatening, hateful, racially, sexually, or ethnically offensive, obscene, bullying,

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demeaning, defamatory, libelous, or that contains nudity, excessive violence or subject matter that is offensive or unsuitable for minors;

(i) Harass, abuse, harm, or advocate or incite harassment, abuse or harm of another person or group of persons, including our customers, employees, contractors or customer service representatives;

(j) Transmit materials that promote malware, spyware or downloadable items;

(k) Reproduce, distribute, modify, create derivative works of, reverse engineer, decompile, disassemble or otherwise seek to view the source code for, publicly display, publicly perform, republish, download, store or transmit the Application or any of the material thereon or on the Website;

(l) Solicit or attempt to solicit personal information from Other Users or collect, harvest or post anyone's private information, (whether in text, image or video form), identification documents or financial information;

(m) Upload or transmit (or attempt to upload or to transmit), without our express written permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation clear graphics interchange formats ("gifs"), pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms");

(n) Use any robot, spider, or other automatic device, process or means of access to the Website or Application for any purpose, including harvesting, monitoring or copying any data, content, or material on the Website or Application;

(o) Impersonate anyone, including us or any employee, commit fraud, or attempt to hide your identity;

(p) rent, lease, sell, trade, gift, bequeath, license, sublicense, distribute, time-share or otherwise transfer your Account, your Account Information, or any copy of the Application without our prior written consent (any such attempt to transfer is void); or

(q) remove, disable or delete copyright or other proprietary notices on the Website or Application.

#### 1.7 Suspension and Termination of Account and Program:

(a) Failure to Comply. Without limiting any of our other rights or remedies (including our rights under Section 3 of this Agreement), we may limit, suspend, terminate, modify or delete accounts or access to the Program or portions thereof, with or without notice to you, if you are, or we suspect that you are, not complying with this Agreement, conducting actual or suspected illegal, immoral or improper use of the Program, creating risk of possible legal liabilities, or infringing our Intellectual Property Rights or those of third parties. In those cases, you could lose your access to the Program, your username, and any benefits, privileges, earned items and purchased items associated with your Account or use of the Program and we are under no obligation to compensate you for any such losses or results. With respect to Group Accounts, we reserve the right to terminate particular

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Group Participant Access if we suspect that a Group Participant is not complying or has not complied with this Agreement, without terminating the Group Account. In those cases, the Group Account will continue in effect, but the access codes for that Group Participant will be terminated and that Group Participant will no longer be able to access the Program through that Group Account.

(b) Right to Cease Program. We reserve the right to stop offering and/or supporting any part of the Program at any time, at which point your license to use the Program or a part thereof will be automatically terminated. In such event, we shall not be required to provide refunds, benefits or other compensation to Users in connection with such discontinued service.

(c) Termination of Account/Deletion of Account Information. You may terminate your Account at any time by following the instructions on [www.theseadprogram.com](http://www.theseadprogram.com). Termination of your Account (whether you or we terminate it) can include disabling your access to the Program, the Website and Application. Upon termination of your Account, or upon your written request if your Account has not been terminated, we will delete or destroy your Account Information in accordance with our Privacy Policy unless you instruct us otherwise. We shall not be liable to you or anyone else due to the timeliness of such deletion or destruction, provided reasonable efforts are being made to complete the deletion or destruction.

2. User Data. The Website and Application do not currently support any User uploading, posting or sharing data or content from their Account or through use of the Program. To the extent that such functionality becomes available, this Agreement will be revised. However, the Website and Application collects certain data and information about you, as you use the Program, such as, information you share with us by emailing us, providing feedback or questions, behavioral or demographic attributes; transactional data; past purchase behavior; data resulting from your searches, selections, and use of the Program, data from marketing opt-in lists, consumer surveys or publicly available information; unique Id's, such as cookies placed on a computer or device; information derived from Internet Protocol address and mobile devices such as GPS, and location services; content areas accessed, search histories and activities logs (collectively, "User Data"). For more information about what User Data we collect, and how we collect and use it, please see the Privacy Policy. Except as specifically provided herein, you hereby grant us a perpetual, irrevocable, worldwide, fully paid-up and royalty free, non-exclusive, sublicensable, assignable, unlimited license and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, perform, make accessible, broadcast, display, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Data as well as all modified and derivative works thereof and your name, voice, and/or likeness as contained in your User Data in any form, media, or technology, whether or not now known or hereafter developed, subject to and in accordance with the Privacy Policy. To the extent permitted by applicable laws, you hereby waive any moral rights or any of your rights of publicity or privacy you may have in any User Data. Notwithstanding the foregoing, we do not and will not sell, lease or share your User Data or other personal information to third parties, except as specifically provided in this Agreement or the Privacy Policy.

### 2.1 Content Screening.

(a) Consent to Monitoring. We assume no responsibility for monitoring the Website or Application for inappropriate content or conduct. We do not pre-screen or monitor User

Data or User content, but we reserve the right to do so at our discretion. You hereby provide your irrevocable consent to such monitoring and recording.

(b) Cooperation with Law Enforcement. We have the right to cooperate fully with any law enforcement authorities, subpoena, administrative proceeding, inquiry of regulatory agency, court order or other legal proceeding (collectively, a "Proceeding") requesting or directing us to disclose Account Information, User Data and the identity or other information of anyone using the Program. We reserve the right to take all appropriate legal action, including referral to law enforcement agencies, for any violation of this Agreement or conduct we deem could be illegal or the subject of any such Proceeding. You acknowledge and agree that we have these rights, do not have an expectation of privacy regarding these rights and waive any claims against and hold us harmless from any claims resulting from any action taken by us in the exercise of those rights.

2.2 SEAD Content. The Program and all materials therein or transferred thereby, including, without limitation, the Website, the Application and their entire components, parts, contents, features, functionality, software, images, text, displays, techniques, technology, data, images, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (collectively, the "SEAD Content"), and all Intellectual Property Rights related thereto, are the exclusive property (and constitute Intellectual Property Rights) of SEAD and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights. Use of the SEAD Content for any purpose not expressly permitted by this Agreement is strictly prohibited. As used in this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

3. Fees and Purchase Terms. Certain aspects of the Program are provided for fees, which may include one-time fees or periodic fees, such as monthly or annual subscription fees. You agree to pay all fees, charges and expenses in connection with the use of the Program (collectively, "Fees") and applicable taxes, if any, incurred by you or anyone using your Account. If the Account is a Group Account, then each Group Participant is required to pay the Fees, and the Group Leader is responsible for payment of the Fees for or on behalf of each Group Participant. We reserve the right in the future to charge fees for any parts of the Program that may have previously been offered without a fee (or to separate any part of the Program previously bundled into the Program and charge separately for that part) and to offer premium services that may require additional fees. We may revise pricing for the goods and services at any time. You acknowledge that we are not required to provide a refund for any reason, and that you are not entitled to receive money or other compensation for unused products and services when your Account is closed, regardless of the reason the Account is closed. We utilize third party payment services to process credit card payments and accordingly, your credit card number and associated information is kept and maintained by the credit card service. We do not keep your credit card information unless necessary, but this is usually not necessary. If payment is made by credit card, debit card or ACH, you will provide us with valid and updated payment information and hereby authorize us to process payment for all paid services. Unless otherwise stated, payment is due on receipt of an invoice or other agreed upon periodic payment frequency. You are responsible for providing us with complete and accurate billing information and notifying us of any changes to that information. If you do not timely pay Fees as and when due, we reserve the right, to (i) charge you interest on past due amount at the rate of one and one half percent (1.5%) per month or the maximum

rate permitted by applicable law ("Interest"); (ii) collect from you the costs of reasonable attorneys' fees, court costs and collection agency fees incurred in seeking collection of such overdue amounts; and (iii) terminate the Account or in the case of non-payment on behalf of a Group Participant, the Group Participant Access, in addition to any other remedies we may have under this Agreement, at law or in equity. Fees do not include any applicable taxes that may be imposed in connection with your Account or use of the Program. We do not make any representation or warranty with respect to whether or not there may be any such taxes now or in the future, but you agree, that if there are any such taxes, you will be responsible for paying them.

4. Mobile Software/Application. The Application makes the Program available through a mobile device in addition to the Website. To use the Application, you must have a compatible mobile device. We make no warranty or representation about the compatibility of your device. As stated in Section 1 of this Agreement, we have granted to you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Application for one Account on a mobile device for your personal use. We retain all ownership, right, title and interest in and to the Application (and any copy of the Application), subject to the specific licenses granted hereby. We may from time to time issue upgraded versions of the Application and may automatically electronically upgrade the Application on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Application is covered by any applicable open source or third-party license EULA, authorizing use of such code (if any).

5. Third Party Advertising.

5.1 Third Party Advertisements. You understand that the Website and Application may feature advertisements from us or third parties. Our disclosure of information for third party advertising is addressed in and subject to our Privacy Policy.

5.2 Links to Third Party Sites and Dealings with Advertisers. We may provide links on the Website and/or Application to third party websites or vendors who may invite you to participate in a promotional offer. Any charges or obligations you incur in your dealings with these third parties are your responsibility. We make no representation or warranty regarding any content, goods and/or services provided by any third party even if linked from our Website and/or Application and will not be liable for any claim relating to any third-party content, goods and/or services. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. The linked sites are not under our control and may collect data or solicit personal information from you. We are not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Without limiting the generality of the foregoing, we are not responsible for the completeness or accuracy of any information hosted or provided by any third-party sites or for deleting any such information. If you access a third-party website or content from the Website or Application, you do so at your own risk, and you understand that this Agreement and our Privacy Policy do not apply to your use of such sites or services. You expressly relieve us from any and all liability arising from your use of any third-party website, service, or content. You agree that we are not be responsible for any harm, loss, or damage of any sort relating to your dealings with such third parties. If we utilize third-party software or strategic agreements to provide services or content to you as part of our Program, we reserve the right to share certain information about you (including Account Information) for specific purposes, in accordance with and as set forth in our Privacy Policy. You also

acknowledge that if we delete or destroy your Account Information, we will not have control over what third parties that had access to your information do with that information.

6. Copyright Notices; Complaints. Our policy is to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the “DMCA”). For more information, please see our Copyright Policy by clicking [here](#). If you believe that your work has been copied in a way that constitutes infringement, please send notification to us in accordance with our Copyright Policy. We reserve the right to terminate without notice any User’s access to the Program if we determine that user is a “repeat infringer.” In addition, we do not interfere with standard technical measures used by copyright owners to protect their materials.

7. Updates to the Program. You understand that the Program undergoes frequent changes. We may require that you accept updates to the Program, Website, or Application in order to continue using them. The Program may not be fully functional if you use a version of the Application other than the latest version of the Application and upon our request, you agree to cease use of an older version of the Application.

8. Disclaimer; Limitations; Waivers on Liability; Indemnification.

8.1 Disclaimer of Warranties.

(a) PROGRAM PROVIDED “AS IS”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PROGRAM IS AT YOUR OWN RISK AND IS PROVIDED WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT YOU WILL ATTAIN ANY PARTICULAR RESULT OR BENEFIT FROM USING THE PROGRAM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, FROM USER CONTENT, OR THROUGH THE PROGRAM WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR REPRESENT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT, THAT THE PROGRAM WILL MEET YOUR REQUIREMENTS, THAT THE PROGRAM WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, RELIABLE OR SECURE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PROGRAM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE PROGRAM. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

(b) NO WARRANTY AS TO RESULTS. WE HOPE THAT OUR PROGRAM IS BENEFICIAL TO YOU AND YOUR GROUP PARTICIPANTS. HOWEVER, ACTUAL RESULTS WILL VARY, YOU DO NOT HAVE ANY EXPECTATION OF ANY RESULTS, AND WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE THAT YOU WILL OBTAIN, REALIZE, OR BENEFIT FROM ANY EXPECTED OR HOPED-FOR RESULTS FROM THE USE OF THE PROGRAM NOR THAT YOU OR ANY GROUP PARTICIPANT WILL EXPERIENCE ANY CHANGE IN CIRCUMSTANCES OR ANY ACTIONS, REACTIONS OR BENEFITS AFTER VIEWING THE CONTENT IN AND PARTICIPATING IN THE PROGRAM AND YOU EXPRESSLY HEREBY RELEASE US FROM ANY AND ALL LOSS, COST, EXPENSE, LIABILITY, OR OBLIGATION

RESULTING FROM ANY CLAIMS THAT YOU OR A GROUP PARTICIPANT MAY HAVE, NOW OR IN THE FUTURE, EXPRESS OR IMPLIED, THAT THE PROGRAM DID NOT RESULT IN SUCCESS OR ANY CHANGE IN CIRCUMSTANCES THAT YOU OR THE GROUP PARTICIPANT MAY HAVE HOPED FOR.

## 8.2 Limitations; Waivers of Liability.

(a) DISCLAIMER OF INDIRECT DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE PROGRAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE). UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID US IN THE THREE HUNDRED AND SIXTY-FIVE CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, MONEY, LOST TIME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES.

(b) NOT RESPONSIBLE FOR THIRD PARTY CONDUCT. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD US LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY RESULTING FROM USE OF THE PROGRAM OR EXTERNAL SITES RESTS ENTIRELY WITH YOU. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PROGRAM OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR PROGRAM; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PROGRAM; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITES OR APPLICATIONS BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE PROGRAM.

(d) The Program is controlled and operated from facilities in the United States. We make no representations or warranties that the Program is appropriate or available for use in other locations. Those who access or use the Program from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Program are solely directed to individuals, companies, or other entities located in the United States. The Application originates in the United States and is subject to United States export laws and regulations and may also be subject to the import and export laws of other countries. You

agree to comply with all United States and foreign laws related to use of the Application and the Program.

(e) Indemnification. You agree to defend, indemnify, save, and hold us harmless from and against any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Program, any violation by you of this Agreement, the representations, warranties and covenants made by you herein, or any applicable law, rule or regulation; any of your; or any access and use of the Program with or through your Account. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of those claims. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. You agree that the provisions in this paragraph will survive any termination of your Account or of the Program.

(f) Choice of Law. Any and all disputes arising out of or in any way connected with this Agreement, the Website, the Application or the Program, whether sounding in contract, tort, strict liability or otherwise (a "Dispute"), shall be governed by the laws of the State of Colorado, without giving effect to conflicts of laws principles that would require or permit application of laws of any State other than the State of Colorado.

9. Dispute Resolution. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

9.1 General. You and we agree that we will resolve any Dispute by arbitration as set forth below. The arbitration tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. You and we agree to seek resolution of the Dispute only through arbitration in accordance with the terms of this Section 9, and not litigate any Dispute in court. If you or we file an action in a court or tribunal other than arbitration, the party filing such action will cause it to be dismissed immediately. Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

9.2 CLASS ACTION WAIVER. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION, OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

9.3 Initiation of Arbitration Proceeding; Selection of Arbitrator. The party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), [www.adr.org](http://www.adr.org), or JAMS [www.jamsadr.com](http://www.jamsadr.com). The terms of this Section 9 govern in the event they conflict with the rules of the arbitration organization selected by the parties.

9.4 Arbitration Procedures. The proceedings shall take place before a single arbitrator selected by the parties, but if the parties cannot agree on an arbitrator, then a single arbitrator will be selected by the arbitration organization providing the arbitrator. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement. All proceedings in the arbitration and all materials, evidence and other information disclosed or used in the arbitration shall be held strictly

confidential. The fees of the arbitrator shall be borne equally by the parties. Evidentiary rules of the arbitration tribunal shall govern issues or questions relating to evidence in the arbitration proceeding. You and we agree to limit discovery in any such arbitration to a degree and amount that is consistent with the nature of the case and the value of the claims at issue.

9.5 Location of Arbitration. You or we may initiate arbitration in either Denver County or Jefferson County, Colorado. If you initiate arbitration other than in Denver County or Jefferson County, Colorado, you agree that we may transfer the arbitration to Denver County or Jefferson County, Colorado.

9.6 Jury Trial Waiver. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

## 10. General Provisions.

10.1 Updates to this Agreement and Privacy Policy. We reserve the right, at our sole and absolute discretion, to change, modify, add or remove portions of this Agreement and our Privacy Policy at any time by posting the amended Agreement or Privacy Policy on the Website and the Application. You may also be given additional notice, such as an e-mail message or messaging within the Program, of any changes. Except as required by applicable law or regulation, you will be deemed to have accepted such changes by continuing to use the Program and all amended terms shall automatically apply when they are initially posted. We may also revise other policies, codes or rules at any time and the new versions will be available on the Website and Application. If at any point you do not agree to any portion of the then-current version of this Agreement, the Privacy Policy or any other of our policies, rules or codes of conduct, we reserve the right to terminate your license to use the Program. Your continued use of the Program after any such change constitutes your acceptance of the new Agreement. If you do not agree to this Agreement or any future Agreement, do not use or access (or continue to access) the Program. To the extent this Agreement or Privacy Policy conflicts with any other of our terms, policies, rules or codes of conduct, this Agreement and in the Privacy Policy shall govern.

10.2 Severability. You and we agree that if any portion of this Agreement or the Privacy Policy is found illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such portion shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of this Agreement, which shall continue to be in full force and effect.

10.3 Assignment. We may assign or delegate this Agreement and/or the Privacy Policy, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under this Agreement or the Privacy Policy without our prior written consent and any unauthorized assignment and delegation by you is void.

10.4 Supplemental Policies. We may publish additional policies related to specific services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and this Agreement.

10.5 ENTIRE AGREEMENT. THIS AGREEMENT, THE PRIVACY POLICY, AND ANY OTHER DOCUMENTS EXPRESSLY INCORPORATED BY REFERENCE HEREIN CONTAIN THE ENTIRE

UNDERSTANDING OF THE PARTIES HERETO AND SUPERSEDE ALL PRIOR UNDERSTANDINGS OF THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF, WHETHER ELECTRONIC, ORAL OR WRITTEN, OR WHETHER ESTABLISHED BY CUSTOM, PRACTICE, POLICY OR PRECEDENT.

10.6 No Waiver. Our failure to require or enforce strict performance by you of any provision of this Agreement or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance. Our express waiver of any provision, condition or requirement of this Agreement or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in this Agreement, no representations, statements, consents, waivers or other acts or omissions by us shall be deemed a modification of this Agreement nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of us.

10.7 Notices. We may notify you via postings on the Website or Application and via e-mail or any other communications means through contact information you provide to us. All notices given by you or required from you under this Agreement or the Privacy Policy shall be in writing and addressed to the address in this Section 10.7.

SEAD Program LLC  
2430 W. 62<sup>nd</sup> Ct.,  
Denver, Colorado 80221  
Attn: Customer Service

We may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Website and Application, as we determine in our sole discretion. We reserve the right to determine the form and means of providing notifications. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. When we change this Agreement in a material manner, we will update the 'last modified' date at the bottom of this page.

10.8 Equitable Remedies. You acknowledge that the rights granted, and obligations made under this Agreement are of a unique and irreplaceable nature, the loss of which shall irreparably harm us, and which cannot be replaced by monetary damages alone, so that we shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation or exploitation of the Program or any advertising, content or other materials displayed or issued through or in connection with the Program.

10.9 Force Majeure. We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances or causes beyond our control, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials.

10.10 Survival. This Sections 8, 9 and 10 shall survive any termination of this Agreement.

10.11 Contact. Please contact us at jahconsulting1@gmail.com with any questions regarding this Agreement. This Agreement was last modified on September 10, 2018.

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