

INFINISCAPE INCORPORATED

Terms of Use Agreement

Version [2]

Effective Date: August 18,2022

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[Link to Version \[1\]](#)

WELCOME TO INFINISCAPE! PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS OF USE**”) CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITES OF INFINISCAPE INCORPORATED, ITS AFFILIATES OR AGENTS (“**INFINISCAPE**” OR “**US**”) WITH LINKS TO THIS AGREEMENT (COLLECTIVELY, THE “**WEBSITE**”) IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE AND APPLICATION (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”) BY INFINISCAPE OR USERS (“**USERS**”), CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS FOR AN ACCOUNT (AS DEFINED BELOW), DOWNLOADING INFINISCAPE’S MOBILE APPLICATION (“**APPLICATION**”), AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE AT LEAST SIXTEEN (16) YEARS OF AGE, AND IF YOU ARE BETWEEN 16 AND 18, YOU ARE USING THE SERVICE UNDER THE SUPERVISION OF A PARENT OR GUARDIAN WHO IS AGREEING TO BE BOUND BY THE TERMS OF USE, (3) IF YOU ARE A PARENT OR GUARDIAN OF A USER WHO IS BETWEEN 16 AND 18, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS TERMS OF USE AND SHALL BE RESPONSIBLE FOR THE MINOR USER’S ACTS OR OMISSIONS WITH RESPECT TO THE SERVICE; and (4) YOU ARE NOT A PERSON BARRED FROM USING THE SERVICES UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE OR APPLICATION. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE, THE APPLICATION OR THE SERVICES.**

PLEASE BE AWARE THAT THE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

THE TERMS OF USE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “**Agreement.**”

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY INFINISCAPE IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Infiniscape will make a new copy of the Terms of

Use available at the Website and within the Application and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website and within the Application. We will also update the “Last Updated” date at the top of the Terms of Use. Any changes to the Agreement will be effective immediately for new Users of the Website, the Application and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Website and within the Application for existing Users, provided that any material changes shall be effective for Users who have an Account with us thirty (30) days after posting notice of such changes on the Website. Infiniscape may require you to provide consent to the updated Agreement in a specified manner before further use of the Website, the Application and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website, the Application and/or the Services. Otherwise, your continued use of the Website, the Application and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT AGREEMENT.

1. **USE OF THE SERVICES AND INFINISCAPE PROPERTIES.** The Website, the Application, the Software, the Services, and the information and content available on the Website and in the Application and the Services (as these terms are defined below) (collectively, the “**Infiniscape Properties**”) are protected by copyright laws throughout the world. Subject to the Agreement, Infiniscape grants you a limited license to reproduce portions of Infiniscape Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Infiniscape in a separate license, your right to use any and all Infiniscape Properties is subject to the Agreement.

1.1 **Application License.** Subject to your compliance with the Agreement, Infiniscape grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple App Media Terms and Conditions. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from Google Play (a “**Google Play Sourced Application**”), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

1.2 **Updates.** You understand that Infiniscape Properties are evolving. As a result, Infiniscape may require you to accept updates to Infiniscape Properties that you have installed on your computer or mobile device. You acknowledge and agree that Infiniscape may update Infiniscape Properties with or without notifying you. You may need to update third-party software from time to time in order to use Infiniscape Properties.

1.3 **Certain Restrictions.** The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Infiniscape Properties or any portion of Infiniscape Properties, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Infiniscape Properties (including images, text, page layout or form) of Infiniscape; (c) you shall not use any metatags or other “hidden text” using Infiniscape’s name or trademarks;(d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Infiniscape Properties except to the extent the foregoing restrictions are

expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website or Application (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website or Application for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Infiniscape Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Infiniscape Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Infiniscape Properties. Any future release, update or other addition to Infiniscape Properties shall be subject to the Agreement. Infiniscape, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any Infiniscape Property terminates the licenses granted by Infiniscape pursuant to the Agreement.

1.4 Infiniscape Communications. By entering into this Agreement or using the Infiniscape Properties, you agree to receive communications from us, including via e-mail and push notifications. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Infiniscape Properties, updates concerning new and existing features on the Infiniscape Properties, communications concerning promotions run by us or our third-party partners, and news concerning the Infiniscape and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

2. REGISTRATION.

1.1 Registering Your Account. In order to access certain features of the Infiniscape Properties you may be required to become a Registered User. For purposes of the Agreement, a “Registered User” is a User who has registered a user account on the Website or Application (each, an “Account”).

1.2 Registration Data. In registering an Account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Services’ registration form (the “Registration Data”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account and if you are a parent or guardian supervising a minor User, you are responsible for all activities that occur under such minor User’s Account. If you provide any information that is untrue, inaccurate, not current or incomplete, or Infiniscape has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Infiniscape has the right to suspend or terminate your Account and refuse any and all current or future use of Infiniscape Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree not to create an Account or use Infiniscape Properties if you have been previously banned from any of Infiniscape Properties.

1.3 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to Infiniscape Properties. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Infiniscape Properties.

2. RESPONSIBILITY FOR CONTENT.

2.1 **Types of Content.** You acknowledge that all Content, including Infiniscape Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Infiniscape, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through Infiniscape Properties ("**Your Content**"), and that you and other Registered Users of Infiniscape Properties, and not Infiniscape, are similarly responsible for all Content that you and they Make Available through Infiniscape Properties ("**User Content**").

2.2 **No Obligation to Pre-Screen Content.** You acknowledge that Infiniscape has no obligation to pre-screen Content (including, but not limited to, User Content), although Infiniscape reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation messages that you send using the Services. In the event that Infiniscape pre-screens, refuses or removes any Content, you acknowledge that Infiniscape will do so for Infiniscape's benefit, not yours. Without limiting the foregoing, Infiniscape shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

2.3 **Storage.** Unless expressly agreed to by Infiniscape in writing elsewhere, Infiniscape has no obligation to store any of Your Content that you Make Available on the Infiniscape Properties. Infiniscape has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of Infiniscape Properties. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Infiniscape retains the right to create reasonable limits on Infiniscape's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the web pages accompanying the Services and as otherwise determined by Infiniscape in its sole discretion.

3. OWNERSHIP.

3.1 **Infiniscape Properties.** Except with respect to Your Content and User Content, you agree that Infiniscape and its suppliers own all rights, title and interest in Infiniscape Properties (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, and documentation). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any of the Infiniscape Properties.

3.2 **Trademarks.** "Infiniscape" and all other related graphics, logos, service marks and trade names used on or in connection with the Infiniscape Properties or in connection with the Services are the trademarks of Infiniscape and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Infiniscape Properties are the property of their respective owners.

3.3 **Other Content.** Except with respect to Your Content, you agree that you have no right, title or interest in or to any Content that appears on or in the Infiniscape Properties.

3.4 **Your Content.** Infiniscape does not claim ownership of Your Content. However, when you as a User post or publish Your Content on or in Infiniscape Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

3.5 **License to Your Content.** Subject to any applicable account settings that you select, you grant Infiniscape a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform (including by means of digital audio transmission and on a through-to-the-user basis), and publicly display, distribute and synchronize in timed relation to visual and audiovisual images, Your Content (in whole or in part), in any medium or manner, now known or hereafter devised, for the purposes of operating and providing the Infiniscape Properties to you and to our other Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of Company Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Company, are responsible for all of Your Content that you Make Available on or in Company Properties.

3.6 **Your Profile.** Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post or submit for print services a photograph of another person without that person’s permission.

3.7 **Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on Company Properties, you hereby expressly permit Company to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

3.8 **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Infiniscape through its suggestion, feedback, wiki, forum, or similar pages (“**Feedback**”) is at your own risk and that Infiniscape has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Infiniscape a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Infiniscape Properties and/or Infiniscape’s business.

4. **USER CONDUCT.** While using or accessing the Infiniscape Properties, you agree that you will not, under any circumstances:

(a) breach or circumvent any laws, third party rights or our systems, policies or determinations of your Account status;

(b) interfere with or damage Infiniscape Properties, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;

(c) post false, inaccurate, misleading, defamatory or libelous Content;

(d) take any action that may undermine our feedback or ratings systems;

(e) bypass our robot exclusion headers, interfere with the proper functioning of the Infiniscape Properties, or impose an unreasonable or disproportionately large load on our infrastructure;

(f) upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(g) use the Infiniscape Properties to collect, harvest, transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers; or

(h) make Available any Content that (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes violence or actions that are threatening to any other person; (v) promotes illegal or harmful activities; or (vi) infringes a third party's intellectual property or privacy or other proprietary right.

5. **INVESTIGATIONS.** Infiniscape may, but is not obligated to, monitor or review the Infiniscape Properties and Content at any time. Without limiting the foregoing, Infiniscape shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although Infiniscape does not generally monitor user activity occurring in connection with the Infiniscape Properties or Content, if Infiniscape becomes aware of any possible violations by you of any provision of the Agreement, Infiniscape reserves the right to investigate such violations, and Infiniscape may, at its sole discretion, immediately terminate your license to use the Infiniscape Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

6. **INTERACTIONS WITH OTHER USERS.**

6.1 **User Responsibility.** You are solely responsible for your interactions with other Users of the Infiniscape Properties and any other parties with whom you interact through the Infiniscape

Properties; provided, however, that Infiniscape reserves the right, but has no obligation, to intercede in such disputes.

6.2 Content Provided by Other Users. The Infiniscape Properties may contain User Content provided by other Users. Infiniscape is not responsible for and does not control User Content. Infiniscape has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to, User Content. You use all User Content and interact with other Users at your own risk.

7. FEES AND PURCHASE TERMS. Infiniscape does not currently charge a fee for its Services. However, it reserves the right to charge such fees in the future.

8. THIRD-PARTY SERVICES.

8.1 Third-Party Services and Ads. The Infiniscape Properties may contain links to and/or integrate with third-party websites and/or services ("**Third-Party Services**") and advertisements for third parties ("**Third-Party Ads**"). When you click on a link to or otherwise access a Third-Party Service or a Third-Party Ad, we will not warn you that you have left the Infiniscape Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services and Third-Party Ads are not under the control of Company. Infiniscape is not responsible for any Third-Party Services or Third-Party Ads. Infiniscape provides these Third-Party Services and Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services or Third-Party Ads, or their product or service. You use all links in Third-Party Services and Third-Party Ads at your own risk. When you leave our Website, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services or Third-Party Ads, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

8.2 App Stores. You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (each, an "**App Store**"). You acknowledge that the Agreement is between you and Infiniscape and not with the App Store. Infiniscape, not the App Store, is solely responsible for the Infiniscape Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Infiniscape Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using any Infiniscape Property, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

8.3 Additional Terms for Apple Application. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) the Agreement is concluded between you and Infiniscape only, and not Apple, and (ii) Infiniscape, not Apple, is solely responsible for the App Store

Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Media Terms and Conditions.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Infiniscape and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Infiniscape.

(d) You and Infiniscape acknowledge that, as between Infiniscape and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and Infiniscape acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Infiniscape and Apple, Infiniscape, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.

(f) You and Infiniscape acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

8.4 Additional Terms for Google Application. The following applies to any Google Store Sourced Application accessed through or downloaded from Google Play:

(a) You acknowledge and agree that (i) the Agreement is concluded between you and Infiniscape only, and not Google, Inc. ("**Google**"), and (ii) Infiniscape, not Google, is solely responsible for the Google Play Sourced Application and content thereof. Your use of the Google Play Sourced Application must comply with the Google Play Terms of Service.

(b) Google is only a provider of Google Play where you obtained the Google Play Sourced Application.

(c) Infiniscape, and not Google, is solely responsible for its Google Play Sourced Application;

(d) Google has no obligation or liability to you with respect to Infiniscape's Google Play Sourced Application or the Agreement; and

(e) You acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Infiniscape's Google Play Sourced Application.

9. INDEMNIFICATION. You agree to indemnify and hold Infiniscape, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (collectively, the “**Infiniscape Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Infiniscape Properties; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. Infiniscape reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Infiniscape in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Agreement, or your access to the Infiniscape Properties.

10. DISCLAIMER OF WARRANTIES AND CONDITIONS.

10.1 **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE INFINISCAPE PROPERTIES IS AT YOUR SOLE RISK, AND THE INFINISCAPE PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. INFINISCAPE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(a) INFINISCAPE PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE INFINISCAPE PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE INFINISCAPE PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INFINISCAPE PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE INFINISCAPE PROPERTIES WILL BE CORRECTED.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE INFINISCAPE PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE INFINISCAPE PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. INFINISCAPE MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM INFINISCAPE OR THROUGH THE INFINISCAPE PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, INFINISCAPE MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT INFINISCAPE’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

10.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT INFINISCAPE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD INFINISCAPE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

10.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE INFINISCAPE PROPERTIES. YOU UNDERSTAND THAT INFINISCAPE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE INFINISCAPE PROPERTIES. INFINISCAPE MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDUCT OF USERS OF THE INFINISCAPE PROPERTIES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE INFINISCAPE PROPERTIES. INFINISCAPE MAKES NO REPRESENTATION OR WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE INFINISCAPE PROPERTIES.

11. LIMITATION OF LIABILITY.

11.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL INFINISCAPE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE INFINISCAPE PROPERTIES OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, IN EACH CASE WHETHER OR NOT INFINISCAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE INFINISCAPE PROPERTIES OR THIRD PARTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE INFINISCAPE PROPERTIES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE INFINISCAPE PROPERTIES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE INFINISCAPE PROPERTIES; OR (e) ANY OTHER MATTER RELATED TO THE INFINISCAPE PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

11.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, INFINISCAPE PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN AMOUNT RECEIVED BY INFINISCAPE AS A RESULT OF YOUR USE OF THE INFINISCAPE PROPERTIES IN THE SIX MONTHS PRECEDING THE DATE ON WHICH YOU FIRST ASSERT YOUR CLAIM. IF YOU HAVE NOT PAID INFINISCAPE ANY AMOUNTS IN THE SIX MONTHS PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, INFINISCAPE’S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

11.3 User Content. INFINISCAPE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

11.4 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INFINISCAPE AND YOU.

12. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT. It is Infiniscape's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Infiniscape by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Infiniscape Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Infiniscape Properties of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Infiniscape's Copyright Agent for notice of claims of copyright infringement is as follows:

Infiniscape Incorporated
Attention: Caitlin O'Connor
PO Box 278
Setauket, NY 11733
Email: Caitlin@infiniscape-inc.com

13. TERM AND TERMINATION.

13.1 Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Infiniscape Properties, unless terminated earlier in accordance with the Agreement.

13.2 Prior Use. Notwithstanding the foregoing, if you used the Infiniscape Properties prior to the date you accepted the Agreement, you hereby acknowledge and agree that the Agreement commenced on the the date you first used the Infiniscape Properties , and will remain in full force and effect while you use the Infiniscape Properties, unless earlier terminated in accordance with the Agreement.

13.3 Termination or Suspension of Services by Company. Infiniscape may terminate or suspend your right to use the Infiniscape Properties at any time for any or no reason by providing you with written or email notice of such termination, and termination will be effective immediately upon delivery of such notice. We may cancel unconfirmed Accounts or Accounts that have been inactive for a

long time, or modify or discontinue our Services. Without limiting the foregoing, Infiniscape may terminate or suspend your right to use the Infiniscape Properties if you breach any provision of the Agreement or any policy of Infiniscape posted through the Infiniscape Properties from time to time; if Infiniscape otherwise finds that you have engaged in inappropriate and/or offensive behavior; if Infiniscape believes you are creating problems or possible legal liabilities; if Infiniscape believes such action will improve the security of our community or reduce another User's exposure to financial liabilities; if Infiniscape believes you are infringing the rights of third parties; if Infiniscape believes you are acting inconsistently with the spirit of the Agreement; or if despite our reasonable endeavors, Infiniscape is unable to verify or authenticate any information you provide. In addition to terminating or suspending your Account, Infiniscape reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Even after your right to use the Services is terminated or suspended, the Agreement will remain enforceable against you.

13.4 Termination of Services by You. If you want to terminate the Services provided by Infiniscape, you may do so by closing your Account for all of the Services that you use.

13.5 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. You understand that we may be required to keep such information and not delete it (or to keep this information for a certain period of time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives. We may also retain your information for fraud prevention or similar purposes. Infiniscape will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

14. REMEDIES.

14.1 Violations. If Infiniscape becomes aware of any possible violations by you of the Agreement, Infiniscape reserves the right to investigate such violations. If, as a result of the investigation, Infiniscape believes that criminal activity has occurred, Infiniscape reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Infiniscape is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Infiniscape Properties, including Your Content, in Infiniscape's possession in connection with your use of the Infiniscape Properties, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement; (iii) respond to any claims that Your Content violates the rights of third parties; (iv) respond to your requests for customer service; (v) protect the rights, property or personal safety of Infiniscape, its Users or the public; or (vi) in connection with all enforcement or other government officials, as Infiniscape in its sole discretion believes to be necessary or appropriate.

14.2 No Subsequent Registration. If your registration(s) with, or ability to access, the Infiniscape Properties or any other Infiniscape community, is discontinued by Infiniscape due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community,

then you agree that you shall not attempt to re-register with or access the Infiniscape Properties or any Infiniscape community through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, Infiniscape reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

15. **INTERNATIONAL USERS.** The Website and the Application can be accessed from jurisdictions around the world and may contain references to Services and Content that are not available in your jurisdiction. These references do not imply that Infiniscape intends to announce such Services or Content in your jurisdiction. The Infiniscape Properties are controlled and offered by Infiniscape from its facilities in the United States of America. Infiniscape makes no representations that the Infiniscape Properties are appropriate or available for use in other locations. Those who access or use the Infiniscape Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

16. **ARBITRATION AGREEMENT.** Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It contains procedures for **MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

16.1 **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any product or service provided by Infiniscape that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings will be held in English. This Arbitration Agreement applies to you and Infiniscape, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

16.2 **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Infiniscape should be sent to:

Infiniscape Incorporated
PO Box 278
East Setauket, NY 11733

After the Notice is received, you and Infiniscape may attempt to resolve the claim or dispute informally. If you and Infiniscape do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

16.3 **Arbitration Rules and Forum.** Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The JAMS Comprehensive Arbitration Rules and Procedures governing the arbitration are available online at <http://www.jamsadr.com/> or by calling JAMS at 1-800-352-5267. The arbitration shall

be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Infiniscape made to you prior to the initiation of arbitration, Infiniscape will pay you the greater of the award or \$2500. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

16.4 Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

16.5 Time Limits. If you or Infiniscape pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the JAMS Rules for the pertinent claim.

16.6 Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Infiniscape. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the JAMS rules, and the Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Infiniscape.

16.7 Waiver of Jury Trial. YOU AND INFINISCAPE HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Infiniscape are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement. In the event any litigation should arise between you and Infiniscape in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND INFINISCAPE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

16.8 Waiver of Class or Consolidated Actions. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

16.9 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: [insert email address], within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Company username (if any), the email address you used to set up your Company account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

16.10 Confidentiality. All aspects of the arbitration proceeding, including but not limited to the statement of decision and award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

16.11 Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

16.12 Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

16.13 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Infiniscape.

16.14 Small Claims Court. Notwithstanding the foregoing, either you or Infiniscape may bring an individual action in small claims court.

16.15 Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

16.16 Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Suffolk County, New York, for such purpose.

17. GENERAL PROVISIONS.

17.1 Electronic Communications. The communications between you and Infiniscape may take place via electronic means, whether you visit the Infiniscape Properties or send Infiniscape emails, or whether Infiniscape posts notices on the Infiniscape Properties or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Infiniscape in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Infiniscape provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

17.2 Release. You hereby release Infiniscape Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Infiniscape Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of the Infiniscape Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release and that, if known by him, must have materially affected his settlement with the debtor or released party.”

17.3 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Infiniscape’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

17.4 Force Majeure. Infiniscape shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

17.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Infiniscape Properties, please contact us at: support@infiniscape-inc.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

17.6 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

17.7 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

17.8 Notice. Where Infiniscape requires that you provide an e-mail address, you are responsible for providing Infiniscape with your most current e-mail address. In the event that the last e-mail address you provided to Infiniscape is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Infiniscape’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Infiniscape at the following address:

Infiniscape Incorporated
PO Box 278
East Setauket, NY 11733

Such notice shall be deemed given when received by Infiniscape by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

17.9 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.10 **Severability.** If any portion of this Agreement is, for any reason, held to be invalid or unenforceable, that invalid or unenforceable portion will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law, and the other provisions of the Agreement will remain enforceable.

17.11 **Export Control.** You may not use, export, import, or transfer Infiniscape Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Infiniscape Properties, and any other applicable laws. In particular, but without limitation, Infiniscape Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Infiniscape Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Infiniscape Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Infiniscape are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Infiniscape products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

17.12 **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

17.13 **Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

End of Agreement