

SPRINGROLE, INC.

TERMS OF SERVICE

Last Updated: 19th February 2020

SpringRole, Inc. ("SpringRole" or "Provider") provides a range of consumer reports ("Products") to its customers ("Customer," "you," or "your"). SpringRole also provides access to use the SpringRole website i.e., www.SpringRole.com ("Website") and SpringRole's Platform i.e; www.springverify.com ("Platform") for conducting employment related background check services ("Services").

The Agreement is a legally binding agreement between SpringRole and Customer and govern Customer's access to and use of the Services and the Products ("Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. PLEASE NOTE THAT THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, A BINDING AND MANDATORY ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS AND LIMITS REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

BY ACCEPTING THESE TERMS, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY NAVIGATING THROUGH OUR WEBSITE AND/OR PLATFORM, BY USING OUR SERVICES, REGISTERING AND/OR PURCHASING TO USE OUR PRODUCTS, YOU AGREE THAT (A) YOU HAVE READ AND UNDERSTOOD THE TERMS CONTAINED HEREIN; (B) REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD; (C) YOU CAN FORM A BINDING CONTRACT; AND (D) YOU ACCEPT THE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES AND THE PRODUCTS.

1. TERRITORY

Our Website, Products and Services, are only for use in the United States of America (the "Territory"). Do not access our Website or use our Products and Services if you reside outside the Territory. We currently do not provide our Products and Services to residents of the European Union or the European Economic Area. We will inform you when we begin offering our Products and Services in other territories via reasonable means including updating this Agreement. If you are a resident in the United States of America ("U.S."), you must comply with these Terms of Service. If you are a resident of any other country, please ensure that your use of our Platform, Products and the Services comply with all local laws prior to using our Platform, Products, and the Services. The laws in the country in which you reside may be different than the laws of the United States. Do not register or use our Platform, Products, and Services unless you are ok with the laws of the United States applying to your use of our Platform, Products, and the Services.

2. PRIVACY POLICY

Our Privacy Policy describes how we handle the information you provide to us when you use our Website, Platform, Products, and Services. You understand that through your use of the Website, Platform, Products, and Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, and/or other countries for storage, processing and use by SpringRole and its affiliates.

3. OFFER AND ACCEPTANCE

The prices for the Services are those quoted by SpringRole to Customer on our Platform when the Customer registers and is a choice given upon the Customer registering on our Platform. Such prices are exclusive of applicable taxes, including without limitation excise, sales, use or other taxes. Advertisements, presentations and collateral from SpringRole is informational only and not offers to contract terms and conditions. SpringRole holds the sole and exclusive right to accept or reject to provide Services. Acceptance shall be governed by the terms contained in this Terms of Service.

4. CHANGE & AVAILABILITY

4.1 Changes. All Services offered on the Platform are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue offering certain Services without prior notice. Prices for provision of Services are subject to change at any time.

4.2 Availability. We may reject your order, without liability, if we are unable to process or fulfill it for any reason. If this is the case, we will refund any prior payment that you have made for such Services if any such payment has been made.

5. PRODUCT DELIVERY

The Products will be delivered to a valid address within the Territory submitted by you ("Delivery Address") when a physical copy of the Product is being delivered, and subject to acceptance by you. You must check the Delivery Address on any acknowledgement we provide and notify us regarding any errors or omissions at info@springrole.com. Otherwise, our Product will be available for view and download on your account on our Platform.

6. PAYMENT TERMS

6.1 Payment Details. Customer shall pay SpringRole the purchase amount for the Services ("Service Fee"), as indicated on the Platform. The stated Service Fee is by to be paid by the Customer while placing an order for our Services on our Platform. All the payments are to be made in U.S. dollars. If the payment is made by credit or debit card, SpringRole will be entitled to increase the invoiced amount to cover its processing cost, if any.

6.2 Sales Tax. SpringRole is required by law to collect sales tax from all customers in the

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State of California. All sales outside of the State of California are subject to local sales/use tax regulations. It is the Customers responsibility to report purchases made from SpringRole, Inc. to their local taxing authority and follow their state's sales/use tax requirements. SpringRole will charge any applicable sales tax.

7. SPRINGROLE CANCELLATION AND EXCHANGE POLICY

You may not modify or cancel your order without our prior written consent; provided, however: (a) we may cancel your order at any time after acceptance for any reason in our sole discretion, including but not limited to (i) our inability to process or fulfill the order; (ii) you are in a country where Products cannot be purchased; and (iii) your order does not comply with any applicable Terms of Service, and in such event, we will authorize our payment processing partners to issue you a credit or refund for any amounts already paid;

8. PURCHASES ARE FINAL

ONCE CONFIRMED, ALL PURCHASES ARE FINAL, NON-CANCELABLE AND NON-REFUNDABLE, EXCEPT AS SPECIFIED BY US.

9. LICENSE

9.1 Limited License. With respect to the Customer's use of the Website, Platform, Products and Services, SpringRole grants to the Customer a limited, revocable, non-sublicensable, non-exclusive, non-transferrable license (i) to use the SpringRole Platform together with the Services for the sole purpose of using the Products. When you access the Products via our Platform, we grant you a limited, personal, non-exclusive, revocable, and non-sublicensable access to our Products that is available over the Platform.

9.2 Restricted Use. Customer may not alter any of SpringRole's trademarks, service marks, trade names, logos, patent or copyright notices or other markings, or add any other notices or markings without SpringRole's prior written consent. Customer agrees that Customer will not modify, sell, or distribute the Products in any manner. You further agree not to use the Services and Products in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that SpringRole is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using the Products and/or Services.

10. ACCESS AND PROHIBITED USE

Customer will use the Website, Products, Platform, and the Services only for lawful purposes and in accordance with this Agreement. You warrant, represent and agree that you will NOT use the Website, Products, Platform, and/or the Services:

- In a way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States of America or other countries).

- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms.
- To impersonate or attempt to impersonate SpringRole, a SpringRole employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use of the Products and the Services, or which, as determined by us, may harm SpringRole or our customers or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the Website or the Platform or interfere with any other party's use of the Products and/or the Services.
- To introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt the Products and/or the Services.
- To introduce any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Products and/or the Services.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Impersonate any person or misrepresent your identity or affiliation with our registration process.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD SPRINGROLE AND ITS EMPLOYEES, AGENTS, OR CONTRACTORS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS OF VIOLATIONS OF THIS SECTION AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF OR RESULTING FROM SUCH INVESTIGATIONS BY ANY OF THE FOREGOING PARTIES OR LAW ENFORCEMENT AUTHORITIES.

11. COPYRIGHT INFRINGEMENT/DMCA NOTICE

If you believe that any content on our Website violates your copyright, and you wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c) ("DMCA Takedown Notice")) must be provided to our designated Copyright Agent mentioned on our Privacy Policy. It is our policy to terminate the accounts of repeat infringers.

- Your physical or electronic signature;
- Identification of the copyrighted work(s) that you claim to have been infringed;
- Identification of the material on our services that you claim is infringing and that you request us to remove;
- Sufficient information to permit us to locate such material;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and

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- A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

The SpringRole Copyright Agent to receive the DMCA Takedown Notices is Kartik Mandaville, SpringRole, Inc. Attn: DMCA Notice, 1447, 2nd St, suite 200, Santa Monica CA 90401. You acknowledge that for us to be authorized to take down any content, your DMCA takedown notice must comply with all the requirements of this Section. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

12. WARRANTY AND DISCLAIMER

EXCEPT FOR THE EXPRESS, LIMITED WARRANTY, SPRINGROLE MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO PRODUCTS AND SERVICES. SPRINGROLE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND OF UNINTERRUPTED OR ERROR-FREE SERVICE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND IN ANY SO, THE LICENSED PRODUCT IS PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS.

13. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN SECTION 12 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPRINGROLE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE SPRINGROLE SERVICES OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE SPRINGROLE PLATFORM.

IN ANY EVENT, SPRINGROLE'S ENTIRE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, SOFTWARE AND THE SERVICES SHALL BE \$100. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE.

No action, regardless of form, arising out of or in connection with this Agreement may be brought by either Party more than one (1) year after the first day that the cause of action first occurred, except for an action for nonpayment for the Products and Services hereunder.

14. INDEMNIFICATION

You shall indemnify, defend and hold SpringRole and our officers, employees, managers, directors, customers and agents (the “SpringRole Indemnified Parties”) harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys’ fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against SpringRole Indemnified Parties arising from any of the following: (i) a breach of these Terms; (ii) the negligence, gross negligence or willful misconduct of you or your employees, agents or contractors; (iii) incorrect information provided by you in your account or elsewhere ; (iv) incorrect information provided by you or candidate in your account or elsewhere or (v) a failure by you or your employees, agents, contractors or invitees to comply with applicable laws and regulations.

15. COMPLIANCE

15.1 United States Only. Customer acknowledges that the Products and Services are designed for use in the United States only.

15.3 Compliance with Law. Customer shall comply with all applicable laws, rules, and regulations in connection with this Agreement, the operation of Customer’s business, and Customer’s use of the Products and any services provided hereunder; such obligation shall include Customer’s compliance with export control laws, the Americans with Disabilities Act, and all applicable anti-corruption and anti-bribery laws, rules, and regulations. Customer acknowledges that SpringRole does not assume responsibility for Customer’s compliance with laws applicable to Customer’s operation of Customer’s business or Customer’s environment.

15.4 Non-Compliance. Customer agrees that if SpringRole reasonably believes that Customer is in breach of this Section 15, that alone shall be sufficient grounds for further action by SpringRole, including, without limitation, cancellation of any orders or denial of future business, without any liability or obligation to the Customer. In addition, Customer hereby indemnifies SpringRole and its affiliates, directors, officers and employees for all costs, expenses, damages, claims, charges, penalties, fines and other losses that arise in connection with any breach by Customer or Customer’s officers, directors, employees or agents of the terms and conditions contained in this Section 15.

16. TERMINATION

This Agreement will remain in full force and effect so long as you continue to access or use the Services or Products, or until terminated in accordance with the provisions of these Terms. These Terms may be terminated: (i) by SpringRole, without cause, at any time; or (ii) by SpringRole, if SpringRole in good faith believes that you have used the Services and/or the Products in violation of these Terms, the Terms of Use or the Privacy Policy including any other incorporated guidelines, terms or rules. Upon termination of these Terms, your Account and your right to use the Products and/or the Services will automatically terminate. User may terminate these Terms at any time by deactivating your Account and

discontinuing your Services. In the event of termination by either the User or if there is a transfer of ownership, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account and will need to register for a separate Account with SpringRole and accept these Terms. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate. Sections 6, 9, 10, 12, 13, 16, 15, 16, 19 and 20 shall survive any termination or expiration of this Agreement.

17. MODIFICATIONS

We reserve the right, at our sole discretion, to change or modify this Agreement at any time. In the event, we modify this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Terms of Service. We will inform you about the modifications via email or comparable means within 15 days of such modification. We will also post the modified version on this page. Your continued use of our Website, Platform, Products, and the Services shall constitute your consent to such changes. SpringRole may change, modify, suspend, or discontinue any aspect of the Products and the Services at any time without notice or liability.

18. ASSIGNMENT

These Terms of Service are only for your benefit. You shall have no right to assign these terms or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

19. GOVERNING LAW

This Agreement shall be governed by the law of the State of California, without respect to its conflict of laws principles. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts located in California, for any actions not subject to Dispute Resolution and Arbitration provisions as set forth in Section 20.

20. DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SPRINGROLE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

20.1 Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you agree (a) to waive your rights to have any and all Disputes arising from or related to this Agreement, use of our Products and Services, resolved in a court, and (b) to waive your rights to a jury trial. Instead, you agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

20.2 No Class Arbitrations, Class Actions or Representative Actions. You agree that any Dispute arising out of or related to these Terms or the Website, Products, or Services is personal to you

and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You agree that there will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, you agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

20.3 Federal Arbitration Act. You agree that these Terms affect interstate commerce and that the enforceability of this Section 20 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

20.4 Notice; Informal Dispute Resolution. Each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to SpringRole shall be sent by certified mail or couriered to SpringRole, Inc., Attn: Legal, 1447, 2nd St, suite 200, Santa Monica CA 90401. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your account on our Platform and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this Agreement and will include our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, a description in reasonable detail of the nature or basis of the Dispute, and the specific relief that we are seeking. If you cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you may, as appropriate and in accordance with this Section 20, commence an arbitration proceeding.

20.5 Process. EXCEPT FOR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You agree that (a) any arbitration will occur in Palo Alto, California, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section, and (c) that the state or federal courts of the State of Illinois, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

20.6 Authority of Arbitrator. As limited by the FAA, these Terms and the applicable AAA rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action,

which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. Notwithstanding anything to the contrary herein or the applicable AAA rules. Discovery in the arbitration shall be limited to one set of interrogatories, one set of requests for admissions, and one set of requests for production of documents. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

20.7 Rules of AAA. The AAA Rules are available at https://www.adr.org/sites/default/files/CommercialRules_Web.pdf or by calling the AAA at 1-800-778-7879. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of AAA, or (b) waive your opportunity to read the rules of AAA and any claim that the rules of AAA are unfair or should not apply for any reason.

20.8 Severability. If any term, clause or provision of this Section 20 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 18 will remain valid and enforceable. Further, the waivers set forth in Section 20 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

20.9 Opt-Out Right. YOU HAVE THE RIGHT TO OPT OUT OF BINDING ARBITRATION WITHIN THIRTY (30) DAYS OF THE DATE YOU FIRST ACCEPTED THE TERMS OF THIS SECTION 20 BY WRITING TO: SPRINGROLE, INC., RE: OPT-OUT, SPRINGROLE, INC. 1447, 2ND ST, SUITE 200, SANTA MONICA CA 90401. IN ORDER TO BE EFFECTIVE, THE OPT OUT NOTICE MUST INCLUDE YOUR FULL NAME AND CLEARLY INDICATE YOUR INTENT TO OPT OUT OF BINDING ARBITRATION. BY OPTING OUT OF BINDING ARBITRATION, YOU ARE AGREEING TO RESOLVE DISPUTES IN ACCORDANCE WITH SECTION 20.

21. Marketing

4.1 SpringRole shall have the option to include the Customer's name and logos on our Website and/or Platform in our promotional materials.

4.2 If the Customer wishes to opt out of this, Customer shall send an email to support@springrole.com.

22. MISCELLANEOUS

Except as otherwise set forth herein, no amendment or waiver of this Agreement will be binding unless it has been agreed to in writing by both Parties. In its performance of this Agreement, SpringRole shall act in the capacity of an independent contractor and not as Customer's employee or agent. Customer may not assign this Agreement, in whole or in part, without SpringRole's prior written consent. Subject to the preceding sentence, this Agreement shall bind Customer and Customer's permitted successors and assigns. SpringRole may assign this Agreement, or any of its rights or obligations hereunder, in its sole

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discretion. SpringRole may delegate or subcontract its obligations hereunder; provided that in such event, SpringRole shall at all times remain responsible for the performance of such obligations by any such subcontractors. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties agree that the court should endeavor to give the maximum effect to the Parties' intentions as reflected in such provision, and that the other provisions of the Agreement shall remain in full force and effect. SpringRole shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of fuel, energy, labor or materials, transportation delays, electrical or communication infrastructure failures or disturbances, fires, floods, labor disturbances, riots or wars. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Products and the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. All the sections intended to survive the termination of this Agreement shall survive. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Except as explicitly stated otherwise, any notices to SpringRole shall be given by certified mail, postage prepaid and return receipt requested to SpringRole, Inc. at 1447, 2nd St, suite 200, Santa Monica CA 90401. Any notices to you shall be provided to you through our Website or given to you via the email address or physical address you provide to SpringRole during the registration process.

PLEASE NOTE THAT BY USING THE WEBSITE, PLATFORM, THE SERVICES AND/OR THE PRODUCTS YOU ARE AGREEING TO BE BOUND BY AND TO COMPLY WITH THE TERMS DESCRIBED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR WEBSITE, PLATFORM, THE SERVICES, AND/OR THE PRODUCTS AND EXIT IMMEDIATELY.