TERMS OF SERVICE

VALID AS OF: NOVEMBER 11, 2026

READ THIS CONTRACT CAREFULLY. THIS IS A BINDING, LEGAL CONTRACT BETWEEN YOU AND SERVICE PROVIDER. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SERVICES (AS DEFINED BELOW). YOUR USE OF THE SERVICES PROVIDED BY OR THROUGH THIS WEBSITE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. IF YOU OBJECT TO ANY PART OR PORTION HEREOF DO NOT USE THE SERVICES.

USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK. THE SITE AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ACCURACY, TITLE, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SERVICE PROVIDER MAKES NO WARRANTY THAT (i) ANY INFORMATION OR ADVICE OBTAINED FROM THE USE OF THE SITE OR THE SERVICES WILL BE ACCURATE OR RELIABLE, (ii) THE QUALITY OF ANY SERVICES OR INFORMATION OBTAINED FROM USE OF THE SITE OR THE SERVICES WILL MEET LICENSEE'S EXPECTATIONS, AND (iii) ANY ERRORS THAT IMPAIR THE FUNCTIONALITY OF THE SITE OR THE SERVICES WILL BE REPAIRED. LICENSEE ASSUMES ALL RISK OF LOSS FROM DAMAGE TO ITS COMPUTERS, SOFTWARE, HARDWARE, DRIVES, CODE, DATA, INFORMATION, CONTENT, INTELLECTUAL PROPERTY, AND OTHER PROPERTY OF ANY NATURE WHATSOEVER CAUSED IN ANY MANNER OR BY ANY

METHOD FROM MATERIAL TRANSMITTED, RECEIVED, DOWNLOADED OR OTHERWISE OBTAINED OR SENT USING THE SITE. YOU ASSUMES ALL RISK OF LOSS CAUSED BY VIRUSES, MALWARE, WORMS, OR OTHER PROGRAMS OR MATERIALS TRANSMITTED BY OR THROUGH THE SITE.

By accessing or using this website you are agreeing to the END USER LICENSE AGREEMENT & TERMS OF SERVICE ("TOS", "EULA", or "Agreement") set forth herein. This website, https://hedgehogcamp.ai, and all of its constituent pages as added and amended from time to time; all content on said website and any constituent page; all URL's associated with or which lead to said website; all associated applications on any platform (including without limitation Android and IOS); all trade dress and monikers on said website; all intellectual property contained anywhere on said website (including without limitation all trade secrets, trademarks, service marks, copyrights, and patents); the source and any other code; all design elements and renditions; copies of any of the foregoing; and to the extent not heretofore listed all content set forth on each and every page of the website, including without limitation all copy, marks, monikers, logos, trade dress, processes, information, and intellectual property; are, collectively and individually, the sole and exclusive property of HedgehogCamp Inc ("Service Provider"). You, the user, and any of your agents, representatives, assignees, employees, partners, designees, or persons to whom you have given access to the Site and the Services (whether intentionally, knowingly, negligently, or otherwise) may referred to as "user", "User", "You" or "Licensee". This Agreement applies to all users.

1. PRODUCTS AND SERVICES

A. Service Provider provides certain products and/or services (collectively "the Services"). The Services specifically include, but are not limited to: an interactive online experience where users participate in learning exercises covering markets, finance, and economics.. Data, including without limitation any images, are transmitted "AS IS" with no warranty, express or implied, including without limitation any warranty as to clarity, accuracy,

currency, or any implied warranty of fitness for a particular purpose or merchantability. The Services include products and services listed on the website at any given time. Service Provider may at its own discretion add or remove any of the Services at any time without notice. The presence of a product or service on the Site does not mean that it is currently available or will be available in the future.

B. The Services may, but will not necessarily, be accessed via one or more third party accounts. You agree to abide by the terms and conditions that govern such third-party account and to hold Service Provider harmless from any cause of action, liability, loss, injury, damage, or resulting from using such third-party provider or a violation of any terms of service of such third-party provider.

C. Service Provider may but shall under no circumstances be required to make gift or promotional offers of the Services. Any gift or promotional offers shall be pursuant to such additional terms and conditions as Service Provider may in its discretion announce on the Site. Service Provider may terminate any gift or promotional offer at any time in its sole and absolute discretion. In the event of a conflict between the terms and conditions associated with a gift or promotional offer and this Agreement, the provisions of this Agreement shall control.

D. In the event of your breach of any term of this Agreement, Service Provider, in its sole discretion, may suspend or terminate your account (including without limitation deactivation of your password), remove and discard the Content, and delete any records concerning or associated with your use of the Site or the Services. You agree that you are not entitled to any refund in the event of termination, and that you will indemnify Service Provider and hold it harmless from any costs of any nature whatsoever caused by or attributable in whole or in part to such termination.

E. No goods or services are sold directly on this website. Terms of sale are provided on an individualized basis to prospective customers.

F. Payment for the Services or for any goods or products ordered through the Services or on the Site is due at the time of the placement of any order and must be made through the payment portal accessible on the Site. Service Provider is not obligated to accept any other form of payment. If payment is accepted by cash, check, or money order, acceptance shall be subject to any additional conditions imposed by Service Provider in its sole discretion. All payments shall be made in United States dollars unless otherwise denoted by Service Provider. Service Provider may, in its sole discretion, refuse to contract with any user. An order placed on the Site constitutes an offer to purchase the selected product(s) and service(s). Acceptance is in Service Provider's sole discretion and may be communicated by either (i) an email or other writing confirming placement of the order or (ii) substantial fulfillment of the order. No contract between the parties shall be deemed created until the purchased goods are shipped and/or commencement of the rendering of any service and such contract thereafter shall only apply to such shipped goods and/or services performed. To the extent applicable at law or in equity, user waives any claim or action for breach of express or implied contract (including without limitation quasi-contract actions). Orders are subject to availability of the product(s) and/or service(s) as well as price confirmation. Prices are subject to change at any time. If a price set forth on the Site is erroneous and such error is discovered after Licensee's acceptance, Service Provider shall promptly notify the user, the contract shall be deemed void, and unless the user opts to accept the goods and/or services at the correct price Service Provider shall promptly issue a refund to user. You are responsible for all shipping, handling, and related charges. Service Provider is not responsible for shipment delay or failure caused by a third-party shipper or force majeure.

G. Placement of an order constitutes the acknowledgement and representation of the user that (i) it is over the age of eighteen (18) and otherwise eligible to use the Site, (ii) it is authorized to use the credit card or

other method of payment through which payment is remitted, (iii) use of the payment method will not violate any agreement between the User and the payment method provider, and (iv) there are sufficient funds in the account with the payment method provider to remit payment in full to Service Provider. Credit cards may be debited immediately upon provision by user of the required information. A declined or refused credit card shall be deemed a failure of consideration and shall excuse any further action (or omission) by Service Provider. Service Provider is neither the agent nor the principal with respect to any third party with which user may enter a contract, shall not be bound by any third-party contract, and shall have no liability thereunder. Payments made using PayPal are subject to its terms and agreements which are incorporated herein as if repeated verbatim. If a payment method is denominated in a currency other than United States Dollars, User shall be responsible for all conversion fees and related fees and shall hold Service Provider harmless and indemnify it for same. User assumes the sole risk of loss with respect to all foreign currency transactions and conversions. Service Provider shall be under no obligation to refund any payment once remitted.

H. RETURN POLICY: All sales final

I. ANY GOODS OR TANGIBLE MATERIALS PROCURED OR OBTAINED THROUGH THE WEBSITE, REGARDLESS OF ORIGIN, MANUFACTURER, OR PRODUCER, ARE PROVIDED “AS IS” AND “AS AVAILABLE”. AS IS SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Any warranty disclaimers in this Agreement do not apply to the extent that they are otherwise void or disallowed pursuant to the law of a jurisdiction whose laws apply to the interpretation or enforcement hereof, but nothing herein shall alter or change any choice of

law provisions set forth in this contract. Any limitations imposed by such jurisdiction on warranty disclaimers are incorporated herein by reference to the limited extent required by law without waiving or amending any choice of law provision set forth in this contract.

J. From time-to-time, Service Provider may list and/or mention customers in its marketing and communications initiatives. User agrees that Service Provider may use its name and logo worldwide, free of charge for such purpose in perpetuity. In addition, subject to applicable privacy law, User expressly consents to BlackBerry contacting the Customer for marketing or promotional purposes.

2. THE WEBSITE

A. The Site includes https://hedgehogcamp.ai, all its constituent pages, all content on said websites and any constituent page, all URLs associated with or which lead to said websites, all associated applications on any platform (including without limitation Android and IOS), all trade dress and monikers on said websites, all of Service Provider's intellectual property contained anywhere on said websites (including without limitation all trademarks, service marks, copyrights, and patents), the source and any other code, design elements, renditions, and copies of any of the foregoing. The Site further includes all amendments, modifications, and changes of any nature whatsoever to the foregoing.

B. Service Provider is not obligated to store data, pictures, photographs, designs, graphics, or information of any nature whatsoever for or on behalf of User or any third party.

C. The Site, the Services, and any software, hardware, platform, server, code, or other materials used in connection with the Site and the Services (collectively "the Proprietary Materials"), all of which are owned by Service Provider and/or its affiliates, contain proprietary and confidential

information not available to the public and protected by intellectual property and trade secret laws, including without limitation the Uniform Trade Secrets Act as well as trademark and copyright protections. Subject to your continued compliance with the terms of this Agreement, including without limitation payment of all sums due hereunder, Service Provider hereby grants to you a non-exclusive, non-transferable, limited license to use the Site and the Services on a computer. You shall not, by or through any representative, agent, employee, director, officer, shareholder, partner, member, or third party, reverse engineer, reverse assemble, attempt or purport to discover any source code; sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the Proprietary Materials; copy, modify, rent, lease, loan, sell, distribute, or create derivative works of (or based on) the Proprietary Materials, in whole or in part; or use modified versions of the Proprietary Materials, including without limitation obtaining unauthorized access to the Site or the Services. You may access the Site only through the interfaces provided by or through Service Provider.

D. Pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1832, a disclosure of information is immune from prosecution or civil action if (i) it is made (A) in confidence to a Federal, State, or local government official or an attorney and (B) solely for reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed under seal in a lawsuit or other proceeding.

E. The parties acknowledge that any breach of (i) Service Provider's rights in and to its Proprietary Property or (ii) the intellectual property protection provisions of this Agreement are such that legal remedies alone would be insufficient to protect Service Provider's rights and interests. The parties further agree that in the event of a breach or potential breach of the Service Provider's Proprietary Property rights or any intellectual property protection section of this Agreement, Service Provider may petition any court of competent jurisdiction for a restraining order, injunction, or such other equitable remedy as it may deem appropriate, and Licensee expressly

waives any defense to the inapplicability or inappropriateness of such equitable remedies. Service Provider shall under no circumstances be required to post a bond, and user hereby waives any right to demand same. Nothing herein shall be deemed as a waiver or to preclude Service Provider from asserting any other claims it may have in law or equity.

F. Certain third parties may offer products and services through the Site. Service Provider does not employ, supervise, direct, or control any such third party and is not a partner or joint venture of same. Service Provider does not and shall not be required to obtain, record, or publish feedback or comments with respect to any third party. Each third party is solely responsible for the products or services it offers, and Service Provider shall not be a party to any contract or quasi-contract, whether oral, written, express, or implied, between User and such third-party. Service Provider makes no warranty, guaranty, or representation concerning the availability, quality, fitness, safety, or suitability of or with respect to any such product or service or of the person or entity that offers, provides, or sells such product or service and expressly disclaims any such warranties, express or implied, including without limitation any implied warranties of fitness for a particular purpose or merchantability. You agree to indemnify Service Provider and hold it harmless from any loss, liability, damage, injury, or cause of action caused by or attributable to, in whole or in part, any negligent, grossly negligent, reckless, intentional, or willful act or omission of such third-party product or service provider. Service Provider does not warrant that the information, assistance, advice, or consultation provided by any third party is accurate, beneficial, or will produce a desired result. Furthermore, Service Provider does not warrant or represent that any third party is qualified to provide any specific information or advice. All such information, assistance, advice, and consultation is provided “AS IS” and subject to the warranty disclaimers set forth below. Users agree to indemnify Service Provider and hold it harmless from any claim, cause of action, injury, loss, or damage caused by or alleged to be caused by the

information, recommendations, counsel, or advice provided by any Third party.

G. You grant Service Provider non-exclusive, permanent usage rights to all contents (User Generated Contents, “UGC”), copyright, rights to create derivative works, personality rights (portrait rights), publicity rights, and all other inherent, derivative, or incidental rights related to UGC, which You create and upload.

3. USERS

A. If applicable, one or more individuals may be designated as the administrator of an account (“Administrators”). Service Provide may assign special or exclusive functionality to Administrators, including without limitation the right to add or remove additional Users, restrict the access or use of non-Administrator Users, or prohibit non-Administrative Users from purchasing goods or services or otherwise engaging in transactions on the Site. Any non-Administrator User agrees to hold Service Provider harmless and indemnify it from any claim, loss, injury, damages, or cause of action arising from such non-Administrator User’s restricted access to or use of the Site and the Services.

B. You are solely responsible for providing the equipment necessary to access and use the Site and the Services, including without limitation any computer, drive, software, hardware, application, modem, and internet connection. Service Provider shall not be responsible for any fees paid or accrued by you to access the internet. You agree to hold Service Provider harmless from any damage to such equipment regardless of the cause of such damage. All information, data, text, software, graphics, voice or sound files, photographs, videos, depictions, messages, emails, chats, text messages, documents, and other such materials (“Content”) of Licensee or any third party used on or transmitted by or through (i) the Site or (ii) the use of the Services shall be the sole and exclusive property of Licensee or

such third party as appropriate. Service Provider does not warrant or guaranty the accuracy, integrity, quality, veracity, or appropriateness for any purpose of such Content, and shall be held harmless and indemnified by Licensee for any damages caused by or arising out of the use, reliance on, or application of the Content, including without limitation damages caused by errors, omissions, inaccuracies, negligence, misrepresentations, or fraud. You shall not post on the Site, on your own behalf or on behalf of any third party, and shall not permit others to post on the Site, any Content that, in whole or in part: (i) Is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, or hate speech;(ii) misrepresents the actual identity of a person, or misrepresents or falsely represents an affiliation with a person or entity; (iii) constitutes advertising, promotional material, junk mail, spam, a chain letter, pyramid scheme, or an unauthorized solicitation; (iv) is infected by or contains viruses, malware, spyware, worms, or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer, software, hardware, program, or telecommunications equipment; (v) is likely to interfere with or disrupt the Site or the Services, or any server or network connected thereto, or is inconsistent with any requirements, policies, procedures, or requirements of networks connected to the Site or the Services; (vi) violates any federal, state, or local law, statute, regulation, rule, code, or ordinance, or otherwise applicable laws regarding transmission of technical data; or (vii) imposes an unreasonable or disproportionate workload on Service Provider, the Site, or the Services. Service Provider shall not prescreen any Content but reserves the right to remove without notice any Content that Service Provider deems, in its sole discretion, to constitute Prohibited Content as herein defined. You acknowledge and specifically authorize Service Provider to change, alter, or modify the Content as necessary to transmit it over one or more networks and to conform and adapt it, the Site, or the Services to any technical requirements of connecting networks, devices, hardware, software, and the like. Service Provider may preserve and disclose Content (i) when it is or

reasonably determines that it is obligated to preserve and/or disclose Content pursuant to any applicable international, treaty, federal, state, or local law, statute, code, rule, regulation, or ordinance; (ii) to comply with any legal process; (iii) to enforce the terms of this Agreement; (iv) to respond to complaints or claims that the Content violates any third party rights; (v) to protect any right or property of Service Provider; and (vi) to protect the personal safety or property of any user of the Site or the Services. Service Provider does not warrant or guarantee continued access to any Content transmitted to or stored on the Site or used in any manner on the Site or as part of the provision of the Services, and this Agreement further expressly excludes any warranty that such Content will not be lost, damaged, or destroyed. Service Provider shall not maintain a copy, in whole or in part, of any Content, and further shall be held harmless in the event of a failure to store any Content. Service Provider assumes no responsibility for, and shall be held harmless in the event of, any injury or damage to you arising out of the deletion or failure of communications, addresses, or personalization settings. User will not use robots, bots, spiders, scrapers, or other automated means to access the Site and shall not access audiovisual content except via streaming. User shall further not attempt to interrupt or decipher transmissions to or from the servers running the Site or collect or harvest personally identifiable information, including without limitation account names and payment information. Comments left by users on the site shall conform to the content requirements set forth herein. User comments are not the statements or representations of Service Provider and Service Provider assumes no liability for same. Service Provider may, but is not required to, remove any user comment at any time in Service Provider's sole and absolute discretion.

C. User shall not access the Site or use the Services, in whole or in part, for building a similar program or application or performing or publishing benchmark or other tests relating to the Site and/or the Services. Nothing in this Agreement shall be construed to grant a license of any Service Provider

intellectual property right, either expressly, by estoppel, implication, or otherwise.

D. Service Provider may (i) establish general practices and use limits concerning the Site and the Services, (ii) limit the size of communications that may be transmitted through the Site and the Services, (iii) limit the amount of Content that may be stored or processed by you on or through the Site, (iv) limit your access to the Site as may be necessary and reasonable under the circumstances, (v) change or modify its general practices in its sole discretion and without notice to you, (vi) change or modify the Site, these TOS, or the Services in its sole discretion and without notice to you, (vii) quarantine prohibited Content; (viii) modify domain and user settings in its sole discretion and without notice to you (including without limitation modifications designed to eliminate spam or bulk mail); and (ix) modify, suspend, or discontinue the Site or the Services as necessary for routine maintenance, extraordinary repairs, or due to an attack by hackers or other third party.

E. You shall provide true, accurate, current, and complete information as prompted by the Site and shall update such information from time to time as is necessary. The provision of false, inaccurate, or incomplete information or failure to maintain current information shall be grounds for the immediate termination of this Agreement. You agree only you will use any account created with your subscription and that you will not share any access information, including without limitation your login or password, with any third party. You are solely responsible for maintaining the security of your login and password and agree to indemnify Service Provider and hold it harmless for any loss, damage, claim, liability, or cause of action occasioned using such login and password by any third parties. If you believe your account information has been compromised, you are required to notify us immediately.

F. Service Provider reserves the right to verify the identity of any User at any time. Verification may be by validation using third-party databases as well as government or other legal documents. You authorize Service Provider to make inquiries reasonably necessary to confirm individual identity as well as the identities of any corporate-entity User.

G. User grants Service Provider an irrevocable, perpetual license to retain and use to the extent permitted by applicable law (but without publication or distribution of individual data sets) server and archival copies of User's content.

H. User hereby waives the protections of California Civil Code § 1542 and any analogous provision of law in any other jurisdiction that says in the following or in similar language: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I. User may, but is not obligated to, grant Service Provider, its agents, contractors, and or/employees, access to User's computer, hardware, software, and files for Service Provider to render the Services. User hereby agrees that Service Provider shall not be responsible or liable for any damages, data loss, data breach, or other property (or other) injury of any nature whatsoever arising from, in whole or in part, Service Provider's remote access and indemnifies and holds Service Provider, its owners, shareholders, members, partners, directors, officers, agents, employees, and contractors, harmless from all damage associated with the implementation and use of remote access.

J. You acknowledge that Service Provider may collect personally identifiable, confidential, proprietary, trade secret, intellectual property, business, financial, and similar information of Licensee ("Licensee Proprietary Information"). Except as set forth elsewhere in this Agreement, Service Provider shall not knowingly sell, rent, lease, transfer, or disclose

any Licensee Proprietary Information unless (i) you consent to such sale, lease, transfer, or disclosure; (ii) sale, lease, transfer, or disclosure by Service Provider is necessary to the provision of the Services; or (iii) as necessary due to your breach of this Agreement. Service Provider may change the provisions of this section as it deems necessary in its sole discretion and shall provide notice by posting on the Site.

K. In no event shall Service Provider be liable to you for any incidental, indirect, special, consequential, or punitive damages, regardless of the nature of the claim or liabilities to third parties arising from any source, even if a party to this Agreement has been advised of the possibility of damages.

L. You agree that any notices, contracts, or other communications from Service Provider may be provided by electronic instead of paper means. You further represent that (i) you have read and understood this consent and (ii) you have the hardware and software necessary to receive electronic notices. This consent will remain in effect until withdrawn by you by contacting Service Provider. At the time of withdrawal of consent, your right to access the Site and use the Services will be terminated effective immediately. You agree to give us a reasonable time to comply with the withdrawal of consent and to continue to receive electronic notifications during such period.

M. If permitted by applicable law, each party waives the right to litigate in court or an arbitration proceeding any dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.

4. GENERAL TERMS

A. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, THE PARTIES HEREBY VOLUNTARILY AND KNOWINGLY WAIVE THE

RIGHT TO A TRIAL BY JURY ON ANY ISSUE AND IN ANY CAUSE OF ACTION.

B. In the event of a dispute between the parties, resolution of same, whether by arbitration, litigation, or otherwise, shall proceed solely on an individual basis. You hereby waive any right to assert any claim or cause of action on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties. No award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party.

C. Pursuant to the U.S. Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et seq.), this Agreement is deemed executed on the date of and by your clicking to (i) accept these Terms of Service, (ii) create an account, or (iii) submit any payment to Service Provider.

D. Failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of the right of a party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. The provisions of this Agreement are severable. Should any part or portion hereof be deemed void or unenforceable by a court of competent jurisdiction, the remaining parts and portion shall remain in full force and effect. This Agreement represents the entire understanding by and between the parties and supersedes any other representations, promises, or statements not wholly consistent herewith. This Agreement may only be modified by a writing signed by both parties. The parties acknowledge the receipt and sufficiency of the consideration set forth in this Agreement. This Agreement shall be construed pursuant to the laws of New York, New York without regard to its conflict of law provisions. Any lawsuit brought to interpret or enforce the terms of this Agreement shall be filed in the appropriate state or federal court with jurisdiction and venue over New

York, New York. The parties hereby waive any defense of improper venue, lack of personal jurisdiction, or forum non conveniens. You warrant that you read the foregoing Agreement, understand, and acknowledge each of its provisions, have the authority to execute this Agreement on your own behalf as well as on behalf of any entity or third-party signatory, and agree on your behalf and on behalf of any entity or third-party signatory to be bound by the terms and conditions herein. Service Provider shall be entitled to recoup from you its costs, including without limitation its reasonable attorneys' fees, in bringing or defending any lawsuit or other proceedings that concern in whole or in part the enforcement and/or interpretation of this Agreement. Service Provider shall not be liable if the performance of any obligation of Service Provider hereunder is rendered impossible by any circumstance beyond its control and not created by its own act or omission, including flood, fire, and other natural disasters, war, riot or social unrest, work stoppage, act of terrorism, and Acts of God. Service Provider shall resume performance pursuant to the provisions of this Agreement upon the abatement of the force majeure. Any notice required to be given to Licensee may be made, in Service Provider's sole discretion, by posting same conspicuously on the Site or by email to any email address provided by you.

5. PRIVACY

1. The following terms shall be defined as set forth herein. "Content" has the same meaning as set forth in the End User Licensing Agreement to which specific reference is made; "Cookies" refers to small data files that may convey to SERVICE PROVIDER anonymous information about how you browse the SERVICE; "Device Identifiers" are small data files or related structures stored on or associated with a mobile device which identify your specific mobile device and includes without limitation data stored in connection with hardware, operating systems, or other software, or information sent directly to SERVICE PROVIDER by the device; "Location Data" includes GPS coordinates, latitude,

longitude, or similar information regarding the location of your mobile device; “Mobile Device” includes without limitation mobile telephones, iPhones, tablets, iPads, Androids, and any similar technology or item; “Non-Personally Identifiable Information” includes non-private and/or aggregated information that does not identify a user (including without limitation anonymous usage data and platform types); “Persistent Cookies” refers to cookies that remain on a hard drive after a web browser is closed to be used by the browser on subsequent visits to the SERVICE; “Personal Identifying Information” refers to information that includes a user’s name or otherwise could be deemed by a reasonable person to identify a user or distinguish a user from all other users; “Session Cookies” refers to cookies that are temporary and disappear after a web browser is closed; “SSL” means secure socket layer technology; “User” means any person who access or uses the SERVICE; and, “You” means any user of the SERVICE.

2. SERVICE PROVIDER uses the information you provide to (i) operate, maintain, and offer the features and functionality of the SERVICE, (ii) analyze how the SERVICE is used, (iii) diagnose service or technical problems, (iv) maintain security, (v) personalize content, (vi) store and remember information to help you more efficiently access your account, (vii) monitor metrics including without limitation the total number of visitors, traffic, and demographic patterns, and (viii) track content and users so as to comply with all applicable law, rules, and regulations, including without limitation that Digital Millennium Copyright Act.
3. You are providing information about yourself such as your name and email address. We collect this information if you sign up for the SERVICE, follow us on social media and related sites such as Facebook and Twitter, or download or apply for any applications offered by SERVICE PROVIDER through any third-party site or network. Depending on your settings and authorizations on the SERVICE, the information you choose to provide will be viewable by and accessible to third parties.

4. We may use your email address to send you notices related to the SERVICE (including notices required by law). Notices may include marketing materials. You may opt out of receiving marketing materials via email to [EMAIL]. Communication by email may be public, including your name, email address, the content of any messages you send to the SERVICE, and the content of any message the SERVICE sends to you. You agree to be contacted by email as opposed to postal mail.
5. If you use any invitation service to invite third parties to the SERVICE, you will be asked to provide that party's email address and automatically send that party an email invitation. SERVICE PROVIDER stores the information needed to send in the email, to register the third party if that third party accepts the invitation, and to track the metrics associated with any invitation service we might offer.
6. You also provide information in the content that you post on the SERVICE. This content and metadata may be accessed by other users based on your security settings and authorizations. SERVICE PROVIDER can, but is not obligated to, monitor content posted on the SERVICE. It can remove any information that you post for any reason or no reason. Except for content viewable in accordance with your authorizations and security settings, SERVICE PROVIDER and its agents and employees will not view your content except to (i) maintain, provide, or improve the SERVICE, (ii) help you and resolve support requests, or (iii) comply with or avoid violation of applicable law or otherwise cooperate with law enforcement, all in SERVICE PROVIDER's sole discretion.
7. When you use the SERVICE, we may send one or more cookies to your computer to uniquely identify your browser and let SERVICE PROVIDER help you log in faster and enhance site navigation. Persistent cookies may be removed per your web browser's instructions. You can also set your web browser to refuse all cookies or to indicate

when a cookie is being sent. Some SERVICE features may not function properly if the ability to accept cookies is disabled.

8. When you use the SERVICE, our servers automatically record certain information sent by your web browser. These server logs may include information such as your web request, IP address, browser type, referring/exit pages, URLs, number of clicks, how you interact with links on the SERVICE, domain names, landing pages, pages viewed, mobile carrier, and similar information.
9. We may employ clear gifs (also known as “web beacons”) to track online usage patterns. We may also use clear gifs in HTML-based emails sent to our users to track which emails are opened by recipients. The information is used to enable more accurate reporting and improve the SERVICE.
10. When you use the SERVICE by or through a mobile device, SERVICE PROVIDER may access, collect, monitor, and/or remotely store location data. Location data may convey to SERVICE PROVIDER information about how you use the SERVICE. It does not collect or provide us with personally identifying information about you; however, location data may be used in conjunction with personally identifying information. Some features of the SERVICE may not operate properly if use or availability of location data is limited or disabled.
11. When a user accesses the SERVICE by or through a mobile device, SERVICE PROVIDER may access, collect, monitor, and/or remotely store one or more device identifiers. SERVICE PROVIDER may use device identifiers to improve the SERVICE. The device identifier may provide SERVICE PROVIDER with information about how you use the SERVICE, but it does not collect or share personally identifying information. However, a device identifier may be used in conjunction with personally identifying information and may remain on your device to speed up the login process and enhance navigation on the SERVICE. Some aspects of the SERVICE may not function properly if the availability and use of device identifiers is limited or disabled. SERVICE

PROVIDER may access, collect, and store device identifiers once the user enables the SERVICE.

12. SERVICE PROVIDER may use third party tools (e.g., Google Analytics or similar tools) to study SERVICE usage and performance. Many of these tools collect the information sent by your web browser as part of a web page request (including cookies and your IP address). These tools receive the information provided to SERVICE PROVIDER and use it as governed by their own privacy policies.
13. SERVICE PROVIDER will display your information on the SERVICE in accordance with your authorizations and security preferences. The information that you provide for inclusion on the SERVICE should reflect how much you want others to know about you. Consider this carefully before disclosing any information and recognize that the more content you provide the less anonymous you may be. You can review and revise your user information at any time. SERVICE PROVIDER may share or disclose information with your consent.
14. SERVICE PROVIDER may share your personally identifying information with third parties for providing the SERVICE. Information may also be stored in locations outside of SERVICE PROVIDER's direct control. SERVICE PROVIDER may share your information with a third-party application with your consent including without limitation when you access the SERVICE through such third-party application. SERVICE PROVIDER is not responsible for any third party's use or disclosure of your information. You should only use applications that you trust and that have privacy policies that you consider acceptable.
15. As SERVICE PROVIDER develops its business, it may buy or sell assets or make certain offerings. Customer information is generally one of the transferred assets. Information may also be transferred or assigned in the event of a divestiture, merger, or dissolution.
16. SERVICE PROVIDER may use non-personally identifiable information with third parties for any purpose whatsoever.

17. SERVICE PROVIDER takes commercially reasonable measures to protect the security of user data.
18. SERVICE PROVIDER and/or its vendors use SSL for the encrypted transmission of sensitive information including credit card numbers; SERVICE PROVIDER and/or its vendors continuously and regularly backup your data to help prevent loss and assist in recovery; SERVICE PROVIDER and/or its vendors protect against common web attack vectors, host data in secure data centers, and implement firewalls and access restriction on their servers to secure their network.
19. In the event personal information is compromised because of a security breach, SERVICE PROVIDER will promptly notify those users whose information is reasonably believed to have been affected.
20. **No method of electronic transmission or storage is completely secure. The SERVICE is provided "AS IS" and SERVICE PROVIDER makes no warranty, express or implied, concerning the security or integrity of any user data. All implied warranties, including without limitation the implied warranties of merchantability or fitness for a particular purpose, are hereby disclaimed.**
21. You are not obligated to provide any information to SERVICE PROVIDER. However, the failure to provide SERVICE PROVIDER with certain information may limit or otherwise impact the services available on the SERVICE.
22. The SERVICE is not intended for use by anyone under the age of 13 years. SERVICE PROVIDER does not knowingly collect or solicit personal information from anyone under the age of 13 years or knowingly allow such persons to register for the SERVICE. If SERVICE PROVIDER learns that it has collected personal information from a child under the age of 13 years without verification of parental consent, SERVICE PROVIDER will promptly take steps to remove that information.

23. SERVICE PROVIDER is not responsible or liable for the practices employed by the owners or users of websites linked to or from the SERVICE. Furthermore, SERVICE PROVIDER is not responsible or liable for the information or content on such third-party sites. This Privacy Policy is only in effect for the SERVICE and not for any third-party website and you are subject to the terms of use and privacy and other policies of such third-party website.
24. Any information posted in a discussion room, group room, blog, or the like is considered publicly accessible, and the user should not post any information it wishes to keep confidential.
25. You hereby acknowledge and warrant as follows: (i) SERVICE PROVIDER is not a Business Associate as defined by the Health Insurance Portability and Accountability Act of 1996 and any regulations promulgated thereunder, all as amended ("HIPAA"); (ii) you will not share Protected Health Information (as defined by HIPAA, "PHI") about any patient unless same is required as part of the Services; (iii) prior to sharing any PHI about any patient, you will have obtained any written statutory releases required from such patient and will provide same to SERVICE PROVIDER promptly upon request, and you will not share any PHI with SERVICE PROVIDER until such release has been duly executed by the patient; (iv) you acknowledge that every data storage and information sharing system is subject to hacks and breaches and accept all risk that PHI shared with SERVICE PROVIDER is accessed without authorization, (v) you agree to indemnify and hold SERVICE PROVIDER harmless from any claim, allegation, investigation, loss, injury, damage, or penalty, including those imposed by federal, state, or local governments, in whole or in part on the grounds of any alleged or actual HIPAA violation.

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