

IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL NOREDINK BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO NOREDINK IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold NoRedInk, its affiliates, officers, agents, employees, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

For any artificial intelligence services that we may offer as part of our Services, all User Submissions and Content originates from you or other users of our Services, whether it be from exclusive ownership or necessary licenses, rights, consents, and permissions, and as such, is beyond the control of NoRedInk. NoRedInk neither

initiates the posting of such User Submissions or Content nor monitors the specific content or accuracy of the User Submissions and Content being posted, though NoRedInk reserves the right to monitor the content or accuracy of User Submissions and Content at its sole discretion. Without limiting the generality of any other provision of these Terms, NoRedInk shall have no responsibility for or liability related to the (i) accuracy, content, completeness, suitability, fitness for a particular purpose, or delivery of the User Submissions and Content provided by you or any other user to the artificial intelligence services, or (ii) the use, modification, or disclosure of the output by a user of the Services. You are responsible for the accuracy, content, completeness, suitability, fitness for a particular purpose, and delivery of the User Submissions and Content posted by you, and you warrant that the User Submissions and Content is accurate, current, and complete. You shall indemnify NoRedInk for any and all losses or damages NoRedInk may incur regarding or related to the (i) accuracy, content, currency, completeness, or delivery of the User Submissions and Content furnished by you, and (ii) the use, modification, or disclosure of the output by a user of the Services pursuant to the indemnification provisions of these Terms.

If there is a dispute between participants on this site, or between users and any third party, you agree that NoRedInk is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release NoRedInk, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without NoRedInk's prior written consent. In the event of our acquisition, merger, the

sale of our assets, or if we go out of business, enter bankruptcy, or go through some other change of control, we can and will assign our rights and delegate our duties under these Terms to the successor to our business or assets.

Choice of Law; Arbitration

These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS, and you and we expressly waive trial by jury. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. Notwithstanding the foregoing obligation to arbitrate disputes, NoRedInk shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, the City and County of San Francisco, California, or the Northern District of California.

YOU MAY BRING CLAIMS ONLY ON YOUR OWN BEHALF. NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or

representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event JAMS, Inc. is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The arbitration shall be conducted in the English language. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Service must be filed within one (1) year after such claim of action arose or be forever barred.

If you do not wish to be bound by the arbitration and class-action waiver provisions in this Section, you must notify us in writing within 30 days of the date that you first accept these Terms (unless a longer period is required by applicable law). Your written notification must be mailed to us at the following address: 548 Market St, PMB 66984, San Francisco, California 94104. If you do not notify us in accordance with this Section, you agree to be bound by the arbitration and class-action waiver provisions of these Terms, including such provisions in any Terms revised after the date of your first acceptance. Such notification must include: (i) your name; (ii) your NoRedInk User ID; (iii) your mailing address and (iv) a statement that you do not wish to resolve disputes with us through arbitration. If we make any changes to the Arbitration and Class Action Waiver section of these Terms (other than a change to the address at which we will receive notices of dispute, opt-out notices, or rejections of future changes to the Arbitration and Clause Action Waiver section), you may reject any such change by sending us written notice within 30 days of the change to the address set forth in this Section. It is not necessary to send us a rejection of a future change to the Arbitration and Class Action Waiver section of these Terms if you had properly opted out of the arbitration and class-action waiver provisions in this Section within the first 30 days after you first accepted these Terms. If you have

not properly opted out of the arbitration and class-action waiver provisions in this Section, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject. This notification affects these Terms only; if you previously entered into other arbitration agreements with us or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms shall not affect the other arbitration agreements between you and us.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration and Class Action Waiver section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

Miscellaneous

You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and NoRedInk agree that these Terms are the complete and exclusive statement of the mutual understanding between you and NoRedInk, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind NoRedInk in any respect whatsoever. You and NoRedInk agree there are no third party beneficiaries intended under this Agreement.

Questions; Contacting Us

We have answered some specific questions [here](#). If there are any questions regarding this Agreement we may be contacted using the information below.

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