

## CTD Terms of Use Agreement

Version 2.0

Last revised on June 23, 2021

Welcome to Connect The Dots, a relationship management platform that comprehensively scans your inbox, sniffs out the people and companies you communicate with most, and presents that information to you in a sleek, modern, searchable interface (“**Platform**”).

PLEASE READ THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (“**USER**”) AND AUTOMATICCRM, INC. D/B/A CONNECT THE DOTS (“**CTD**,” “**WE**” OR “**US**”). THIS AGREEMENT GOVERNS THE USE OF THE PLATFORM AND APPLIES TO ALL USERS VISITING OR USING THE PLATFORM. Although the Platform is offered to individuals and enterprises, this Agreement applies to each individual with an account on our Platform. If you wish to purchase a subscription for your enterprise, your organization must agree to the terms of our Master Subscription Agreement (“**Enterprise Agreement**”).

**SECTION 10 OF THIS AGREEMENT INCLUDES AN ARBITRATION CLAUSE THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED ON AN INDIVIDUAL, NON-CLASS ACTION BASIS THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT. SEE SECTION 10 FOR MORE INFORMATION REGARDING THIS ARBITRATION CLAUSE, AND HOW TO OPT OUT.**

**PLEASE BE AWARE THAT SECTION 2.6 (CTD COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US VIA E-MAIL.**

By clicking on the “I Accept” button, completing the registration process, and/or using the Platform, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published through the Platform; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract; and (3) represent that you have the authority to enter into this Agreement personally. **Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Platform.**

### **1. Accounts**

**1.1 Account Creation.** In order to use certain features of the Platform, you must register for an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form. Once you have registered for an Account, you will use the unique email account credentials associated with your email address to access the Platform pursuant to this Agreement. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the

instructions on the Platform. CTD may suspend or terminate your Account in accordance with Section 8.

**1.2 Access Through Third-Party Accounts.** In order to provide the functionality of the Platform, the Platform integrates with certain third-party websites and applications, including, but not limited to, email hosting providers (each, a “**Third-Party Account**”), as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to CTD and/or grant CTD access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating CTD to pay any fees or making CTD subject to any usage limitations imposed by such third-party service providers. By granting CTD access to any Third-Party Accounts, you understand that CTD may access, make available and store (if applicable) any User Content (as defined below) that you have provided to and stored in your Third-Party Account (“**Third-Party Account Content**”) so that it is available on and through the Platform via your Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to or otherwise store on your Third-Party Accounts may be available on and through your Account on the Platform. Please note that if a Third-Party Account or associated service becomes unavailable or CTD’s access to such Third-Party Account is terminated by the third-party service provider, then Third-Party Account Content will no longer be available on and through the Platform. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND CTD DISCLAIMS ANY LIABILITY WITH RESPECT TO SUCH AGREEMENTS, INCLUDING FOR ANY PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Except for the purpose of providing the Platform, CTD does not review Third-Party Account Content for accuracy, legality, noninfringement or otherwise. CTD is not responsible for any Third-Party Account Content.

**1.3 Account Responsibilities.** You are responsible for maintaining the confidentiality of your unique email account credentials and are fully responsible for all activities that occur under your Account. You acknowledge and agree that only you are entitled to access the Platform with such unique email account credentials, and you may not share your credentials with any other individual. You agree to immediately notify CTD of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. CTD cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**1.4 Enterprise Accounts.** If you are accessing the Platform through a Third-Party Account linked to, created, or maintained by your employer or any other enterprise that has an Enterprise Agreement with us (“**Enterprise Account**”), your employer or enterprise may have

access to your User Content and the enterprise-related features of your Enterprise Account, including the ability to terminate such features, or your access to or use of them. We are not responsible for actions of your Enterprise with respect to your Enterprise Account in such cases. If you are using the Platform through an Enterprise Account, you must, and you warrant that you will, comply with your Enterprise's policies related to use of the Platform, including, without limitation, applicable user account, social media and confidentiality policies (the “**Enterprise Policies**”), in addition to this Agreement. You acknowledge and agree that this Agreement is incorporated into the Enterprise Policies and/or any agreement with your Enterprise to which you are bound, and the terms of the Enterprise Agreement prevail in the event of conflict with this Agreement.

## **2. Access to the Platform**

**2.1 License.** Subject to this Agreement, CTD grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Platform solely for your own personal use. If your Enterprise has an Enterprise Agreement with us, you may be entitled to additional services or functionality subject to the terms of such Enterprise Agreement.

**2.2 Certain Restrictions.** The rights granted to you in this Agreement are subject to your continued compliance with the Acceptable Use Policy (defined below) and subject to the following restrictions; you shall not: (a) sublicense, sell, rent, lease, loan, transfer, assign, distribute, host, or otherwise commercially exploit the Platform, whether in whole or in part, or any data or content displayed on the Platform; (b) copy, modify, adapt, translate, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Platform, including any data or content displayed on the Platform; (c) access the Platform, or any data or content displayed on the Platform, in order to build a similar or competitive website, product, or service; (d) interfere in any manner with the operation of the Platform or the hardware and network used to operate the same, or attempt to probe, scan or test vulnerability of the Platform without prior authorization of CTD; (e) attempt to access the Platform through any unapproved interface; (f) use the Platform, or any data or content displayed on the Platform, in connection with any of your time-critical or mission-critical functions; (g) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of CTD or its licensors on the Platform or any copies thereof; (h) 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 or content from the Platform; or (i) otherwise use the Platform, or any data or content displayed on the Platform, in a manner inconsistent with applicable law or this Agreement. CTD reserves the right to suspend your access to the Platform for any failure, or suspected failure, to comply with the foregoing conditions.

**2.3 Modification.** CTD reserves the right, at any time, to modify, suspend, or discontinue the Platform (in whole or in part) with or without notice to you. You agree that CTD will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Platform or any part thereof.

**2.4 No Support or Maintenance.** You acknowledge and agree that CTD will have no obligation to provide you with any support or maintenance in connection with the Platform.

**2.5 Ownership.** Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Platform and its content are owned by CTD or CTD's suppliers. Neither this Agreement (nor your access to the Platform) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. CTD and its suppliers reserve all rights not granted in this Agreement. There are no implied licenses granted under this Agreement.

**2.6 CTD Communications.** By entering into this Agreement, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: (a) operational communications concerning your Account or the use of the Platform; (b) updates concerning new and existing features on the Platform; (c) communications concerning promotions run by us or our third-party partners; and (d) news concerning the CTD and industry developments.

### **3. User Content**

**3.1 User Content.** "User Content" means any and all information and content that a user submits to, or uses with, the Platform, including without limitation all email, calendar and related content and information provided or submitted by you or imported from your Third-Party Account(s) at your direction in connection with the Platform. You are solely responsible for your User Content, and any and all obligations with respect to the accuracy, quality, integrity, reliability and legality of your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that you have the right to upload your User Content and that the User Content does not violate our Acceptable Use Policy (defined in Section 3.4). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by CTD. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. CTD is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

**3.2 License.** You hereby instruct and grant (and you represent and warrant that you have the right to grant) to CTD an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content (including Contacts as defined below): as necessary for purposes of: (a) providing and improving the Platform (including through machine learning applications); (b) generating log files, event files, and trace and diagnostic files, as well as statistical and other data from the operation of our Platform and the use of User Content, in each case, in an aggregated or anonymized form ("**Technical Data**"); and (c) use and disclose Technical Data to improve the Platform and CTD's

related products and services (including through machine learning applications) and provide analytics and benchmarking services, provided that any Technical Data disclosed to another party will not identify you or your enterprise (if applicable). . You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

**3.3 Contacts.** If you are accessing the Platform through an Enterprise Account, you may lose access to your User Content uploaded to the Platform in connection with your Enterprise Account when you leave the enterprise or if the enterprise’s Enterprise Agreement with us terminates or expires. Unless agreed otherwise in the applicable Enterprise Agreement, after such point you may continue to access on the Platform information about your contacts derived from signature information and headers (i.e., in the date, from, to, cc and bcc, and subject fields) in the emails of your User Content that are associated with your Enterprise Account (“**Contacts**”).

**3.4 Acceptable Use Policy.** The following terms constitute our “**Acceptable Use Policy**”:

(a) You agree not to use the Platform to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Platform any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Platform unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Platform to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Platform, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Platform (or to other computer systems or networks connected to or used together with the Platform), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the Platform; or (vi) use software or automated agents or scripts to produce multiple accounts on the Platform, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Platform (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Platform 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, subject to the parameters set forth in our robots.txt file).

**3.5 Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

**3.6 Feedback.** If you provide CTD with any feedback or suggestions regarding the Platform (“**Feedback**”), you hereby grant to CTD a perpetual, irrevocable, sublicensable (including through multiple tiers of distribution), transferable, royalty-free license to use and fully exploit such Feedback and related information in any manner it deems appropriate. CTD will treat any Feedback you provide to CTD as non-confidential and non-proprietary. You agree that you will not submit to CTD any information or ideas that you consider to be confidential or proprietary.

#### **4. Indemnification**

You agree to indemnify and hold CTD, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers and licensors (each, a “**CTD Party**” and collectively, the “**CTD Parties**”) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of: (a) your use of the Platform, (b) your violation of this Agreement, (c) your violation of applicable laws or regulations; or (d) your User Content. CTD reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of CTD. CTD will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### **5. Third-Party Links & Ads; Other Users**

**5.1 Third-Party Links & Ads.** The Platform may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “**Third-Party Links & Ads**”). Such Third-Party Links & Ads are not under the control of CTD, and CTD is not responsible for any Third-Party Links & Ads. CTD provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

**5.2 Other Users.** Each Platform user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Platform users are solely between you and such users. You agree that CTD will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Platform user, we are under no obligation to become involved.

## **6. Disclaimers**

THE PLATFORM IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND CTD PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. CTD PARTIES MAKE NO WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES

YOU ACKNOWLEDGE AND AGREE THAT CTD PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD CTD PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF THIRD-PARTY ACCOUNTS OR THIRD-PARTY LINKS OR ADS, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **7. Limitation on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CTD PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE PLATFORM, EVEN IF CTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE PLATFORM IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES; OR (B) ONE HUNDRED DOLLARS (U.S. \$100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **8. Term & Termination**

Subject to this Section, this Agreement will remain in full force and effect while you use the Platform. We may suspend or terminate your rights to use the Platform (including your Account) at any time for any reason at our sole discretion, including for any use of the Platform in violation of this Agreement. Upon termination of your rights under this Agreement, your Account and right to access and use the Platform will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases; provided, however, as between you and CTD, CTD is not required to delete or remove any User Contact from the Platform . CTD will not have any liability whatsoever to you for any termination of your rights under this Agreement, including for termination of your Account or deletion or retention of your User Content. Even after your rights under this Agreement are terminated, the following provisions of this Agreement will remain in effect: Sections 2.2 through 2.5, Section 3 and Sections 4 through 11.

## **9. Procedure for Making Claims of Copyright Infringement**

It is CTD's policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to CTD 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 Platform in a way that constitutes copyright infringement, please provide our Copyright Agent (set out below) 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 Platform 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 CTD's Copyright Agent for notice of claims of copyright infringement is as follows:

Connect The Dots



Attn: Copyright Agent  
548 Market Street, PMB 77624  
San Francisco, CA 94104  
Telephone: (415)699-4820  
Email: info@ctd.ai

10. **Dispute Resolution.** *Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with CTD and limits the manner in which you can seek relief from us.*

1.1 **Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Platform, to any products sold or distributed through the Platform, or to any aspect of your relationship with CTD, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims or seek relief in small claims court if your claims qualify; and (2) you or CTD may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

1.2 **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent: Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, CTD will pay them for you. In addition, CTD will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.3 **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration

Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and CTD. 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 arbitral forum's rules, and the Agreement (including the Arbitration 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 us.

**1.4 Waiver of Jury Trial.** YOU AND CTD HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and CTD are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 10.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**1.5 Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of California. All other disputes, claims, or requests for relief shall be arbitrated.

**1.6 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: info@ctd.ai, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your CTD username (if any), the email address you used to set up your CTD 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.

**1.7 Severability.** Except as provided in Section 10.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific

part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

1.8 **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with CTD.

1.9 **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if CTD makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing CTD at the following address: Connect The Dots, 548 Market Street, PMB 77624, San Francisco, CA 94104.

## **2. General**

2.1 **Changes.** This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Platform. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Platform. These changes will be effective immediately for new users of our Platform. Continued use of our Platform following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

2.2 **Governing Law and Venue.** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and CTD agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in San Francisco County, California.

2.3 **Force Majeure.** CTD 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.

2.4 **Export.** The Platform may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or

transfer, directly or indirectly, any U.S. technical data acquired from CTD, or any products utilizing such data, in violation of the United States export laws or regulations.

**2.5 Consumer Complaints.** CTD is located at the address in Section 11.10. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**2.6 Electronic Communications.** The communications between you and CTD use electronic means, whether you use the Platform or send us emails, or whether CTD posts notices on the Platform or communicates with you via email. For contractual purposes, you (a) consent to receive communications from CTD in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that CTD provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“**E-Sign**”).

**2.7 Notice.** Where CTD requires that you provide an e-mail address, you are responsible for providing CTD with your most current e-mail address. In the event that the last e-mail address you provided to CTD is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, CTD’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to CTD at the following address: Connect The Dots, 548 Market Street, PMB 77624, San Francisco, CA 94104. Such notice shall be deemed given when received by CTD by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

**2.8 Entire Agreement.** This Agreement constitute the entire agreement between you and us regarding the use of the Platform. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to CTD is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without CTD’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. CTD may freely assign this Agreement. The terms and conditions set forth in this Agreement shall be binding upon assignees.

**2.9 Copyright/Trademark Information.** Copyright © 2020 CTD. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Platform are our

property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

**2.10 Contact Information:**

Connect The Dots  
548 Market Street, PMB 77624  
San Francisco, CA 94104  
info@ctd.ai