

## TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully. Your use of the Site (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and Nexleaf Analytics (“Nexleaf” or “we”) concerning your use of (including any access to) the Nexleaf Analytics site currently located at [www.nexleaf.org](http://www.nexleaf.org), [www.coldtrace.org](http://www.coldtrace.org), [www.stovetrace.org](http://www.stovetrace.org), and <http://bc.nexleaf.org/bc/> (together with any materials and services available therein, and successor site(s) thereto, the “Site”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by Nexleaf through the Site, or otherwise made available to you by Nexleaf. Your use of the Site is governed by this Agreement regardless of how you access the Site, including through the Internet, through Wireless Access Protocol (commonly referred to as “WAP”), through a mobile network or otherwise.

Separate from this Agreement, you may have (a) obtained from us sensors and related products (“Products”) that are used with devices, vehicles or storage units, such as clean cookstoves, vaccine refrigerators, refrigerated storage unit, refrigerated vehicle or refrigerated location (such devices, vehicles and storage units, the “Monitored Devices”), to collect and transmit data about one or more Monitored Devices (“Product Data”), and/or (b) entered into an agreement under which we provide hosting, analysis, or other management services related to the Product Data (“Services”). Your use of, and access to, the Site, may include sending and receiving information related to those Products or Services. In the event that this Agreement conflicts with a separately executed agreement signed by Nexleaf, pertaining to your purchased Products or Services or to your Monitored Devices, the separately executed agreement will take precedence.

BY USING THE SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE SITE ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to “you” and “your” in this Agreement will refer to both the individual using the Site and to any such Organization.

**1. Changes.** We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Site following any changes to this Agreement will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users.

**2. License to Product Data.** If you have separately obtained Products from us, for purposes of clarity, as between you and us, you are the owner of Product Data collected from a Product owned by you. Our

use of Product Data is subject to Nexleaf's Privacy Policy, located at [www.nexleaf.org/privacy](http://www.nexleaf.org/privacy), [www.coldtrace.org/privacy](http://www.coldtrace.org/privacy), [www.stovetrace.org/privacy](http://www.stovetrace.org/privacy), and <http://bc.nexleaf.org/bc/privacy> (the "Privacy Policy"). You hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Product Data, in any format or media now known or hereafter developed, for the purposes set forth in our the Privacy Policy, including for the purpose of performing any Services. You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that any Product Data you provide in connection with the Site are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each that you may have under any applicable law under any legal theory.

**3. Information Submitted Through the Site.** Your submission of information through the Site is also governed by Nexleaf's Privacy Policy. You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed.

**4. Jurisdictional Issues.** The Site is controlled or operated (or both) from the United States, and is not intended to subject Nexleaf to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

**5. Rules of Conduct.** In connection with the Site, you must not:

- Post, transmit or otherwise make available through or in connection with the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Use the Site for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Site.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Site.

- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein, without Nexleaf’s express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Site.
- Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, without Nexleaf’s express prior written consent.
- Systematically download and store Site content, except as permitted under Section 12 (Your Limited Rights).
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without Nexleaf’s express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site’s root directory, Nexleaf grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Nexleaf reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Site.

**6. Offerings.** The Site may make available listings, descriptions and images of goods, including the Products, or services or related coupons or discounts (collectively, “Offerings”), as well as references and links to Offerings. Such Offerings may be made available by Nexleaf or by third parties. The availability through the Site of any listing, description or image of an Offering does not imply our endorsement of such Offering or affiliation with the provider of such Offering. We make no representations as to the completeness, accuracy, reliability, validity or timeliness of such listings, descriptions or images (including any features, specifications and prices contained therein). Such information and the availability of any Offering (including the validity of any coupon or discount) is subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are for convenience only. We make reasonable efforts to accurately display the attributes of Offerings, including the applicable colors, however the actual colors you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the possession, use and sale of any Offering.

**7. Transactions.** We may make available the ability to make a donation to Nexleaf Analytics or to purchase or otherwise obtain certain Offerings through the Site (a “Transaction”). If you wish to make a Transaction, you may be asked to supply certain relevant information, such as your credit card number and its expiration date, information related to another payment method (including without limitation electronic payment services), your billing address and your shipping information. YOU REPRESENT AND

WARRANT THAT YOU HAVE THE RIGHT TO USE ANY CREDIT CARD OR PAYMENT METHOD THAT YOU SUBMIT INFORMATION ABOUT IN CONNECTION WITH A TRANSACTION. By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction. By making a Transaction, you represent that the applicable Offerings will be used only in a lawful manner.

Nexleaf reserves the right, including without prior notice, to limit the available quantity of or discontinue making available any Offering; to impose conditions on the honoring of any coupon, discount or similar promotion; to bar any user from making any Transaction; and to refuse to provide any user with any Offering. Refunds and exchanges will be subject to Nexleaf's applicable refund and exchange policies. You agree to pay all charges incurred by you or on your behalf through the Site, at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your Transactions. While it is our practice to confirm orders by e-mail, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service.

Offerings will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on the Site. All Transactions are made pursuant to a shipment contract and, as a result, risk of loss and title for Offerings pass to you upon delivery of the Offerings to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

**8. Registration; User Names and Passwords.** You may need to register to use all or part of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you, and not Nexleaf, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Site account.

**9. Profiles and Forums.** Site visitors may make available certain materials (each, a "Submission") through or in connection with the Site, including on profile pages or on the Site's interactive services, such as message boards and other forums, and chatting, commenting and other messaging functionality. Nexleaf has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

**10. License to Submissions.** For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the Site or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback

is gratuitous, unsolicited and without restriction, and does not place Nexleaf under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, and your provision thereof through and in connection with the Site, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

**11. Monitoring.** We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the Site, or analyze your access to or use of the Site. We may disclose any Submissions or information regarding your access to and use of the Site, and the circumstances surrounding their transmission or such access and use, to anyone for any reason or purpose.

**12. Your Limited Rights.** Subject to your compliance with this Agreement, and solely for so long as you are permitted by Nexleaf to use the Site, you may view one (1) copy of any portion of the Site to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use. Additionally, you may download and store your Product Data and related analyses made available to you through the Site.

**13. Proprietary Rights.** We and/or our suppliers own the Site, which is protected by proprietary rights and laws. Our trade names, trademarks and service marks include Nexleaf, Nexleaf Analytics, ColdTrace, ColdTrace5, StoveTrace, StoveTrace5, BCTrace and any associated logos. All trade names, trademarks, service marks and logos on the Site not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

**14. Third Party Materials; Links.** Certain Site functionality may make available access to information, products, services and other materials made available by third parties, including Submissions (“Third Party Materials”), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Nexleaf with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Site at any time. In addition, the availability of any Third Party Materials through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY

MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

**15. Promotions.** Any sweepstakes, contests, raffles, surveys, games or similar promotions (collectively, “Promotions”) made available through the Site may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

**16. DISCLAIMER OF WARRANTIES.** THE SITE AND ANY OFFERINGS AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. NEXLEAF DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITE AND ANY OFFERINGS AND THIRD PARTY MATERIALS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH NEXLEAF AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE “AFFILIATED ENTITIES”), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any such alteration, contact us at [techsupport@nexleaf.org](mailto:techsupport@nexleaf.org) with a description of such alteration and its location on the Site.

**17. LIMITED WARRANTY FOR SERVICES AND YOUR RESPONSIBILITIES.** NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO SERVICES YOU HAVE SEPARATELY PURCHASED FROM US THAT WE DELIVER THROUGH THE SITE, WE WILL PERFORM THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER. WE REPRESENT AND WARRANT THAT WE HAVE USED COMMERCIALY AVAILABLE TOOLS TO TEST THE SERVICES BEFORE OFFERING THE SERVICES TO YOU. You acknowledge that our delivery of the Services may be affected by inherent limitations in wireless communications, any inaccuracies in data that you provide to us, and other factors beyond our control. You further acknowledge that the Services provided through this site are intended to be a tool for use by trained personnel and is not a substitute for competent human intervention and discretionary thinking. In particular, the dissemination, quality, handling, stocking, storage or administration of medicines, vaccines or other health commodities to patients (“Medically Relevant Decisions”) shall, at all times, be the responsibility of the purchaser or end-user, its agencies, health centers, health facilities, officers, employees and representatives. If Nexleaf provides Services to you through the site, you will do each of the following:

§ 17.1. Enter information into the Products or Site accurately and completely;

§ 17.2. Read information displayed or transmitted by the Products or Site, or otherwise in connection with Services, accurately and completely;

§ 17.3. Ensure that you and your personnel are trained on and operating the Products or Site properly.

§ 17.4. Be responsible for decisions in configuring the Products or Site, including with respect to enabling or disabling features and functionality, and other products and services in your environment.

§ 17.5. Confirm the accuracy of life threatening information and important results that are accessed, or stored through or in the Products or Site in the same manner that such information and results would be confirmed or verified if they were in paper form and as would otherwise be confirmed or verified if your personnel were using applicable industry standards (in the case of medical-related information, standards of good medical practice).

§ 17.6. Report to Nexleaf immediately all errors and suspected errors and other problems related to the Products, Product Data, Services, and Site that you or your personnel know or should know could adversely affect Medically Relevant Decisions. If any of your personnel are alerted to such a problem, your personnel will immediately alert all of your personnel whom your personnel know or should know could be affected by the problem; educate your personnel about the problem, including affected workflows, workarounds and potential impacts; take all measures reasonably likely to avoid or mitigate such impacts, including implementing additional safeguard procedures, deploying other available workflows or functionality and turning off the Product or Site functionality related to the problem; and promptly take measures to avoid or mitigate any impact on Medically Relevant Decisions.

§ 17.7. Test the Products and Site in your environment and do not permit use until you have assured yourself of accuracy, completeness and appropriateness for your environment.

§ 17.8. Maintain disaster recovery and system unavailability policies and procedures for any systems related to your operation and use of the Products and Site that will permit you and your personnel to make Medically Relevant Decisions in the event of a disaster or system unavailability, train your personnel on such policies and procedures and promptly utilize them if you encounter any event that results in unavailability for any such system.

§ 17.9. Use the Products and Site only in accordance with applicable industry standards (in the case of medical-related information, standards of good medical practice).

**18. LIMITATION OF LIABILITY.** EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL NEXLEAF OR ITS AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), AND DAMAGES RELATED TO THE DISSEMINATION, QUALITY, HANDLING, STOCKING, STORAGE OR ADMINISTRATION OF MEDICINES, VACCINES OR OTHER HEALTH COMMODITIES PURSUANT TO THE USE OF THE SERVICES OR PRODUCTS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF NEXLEAF OR ITS AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FOR DAMAGES OR LOSS OF ANY KIND WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THE SITE OR ANY CONTENT OR FROM ANY OFFERINGS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH, SHALL BE THE GREATER OF THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO NEXLEAF FOR SERVICES AND TEN-THOUSAND DOLLARS (\$10,000.00). PAYMENT FOR DAMAGES OR LOSS, SUBJECT TO THIS MAXIMUM WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH NEXLEAF AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

**19. Indemnity.** Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless Nexleaf and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Site (including all Submissions, Services, and Product Data); and (b) any violation or alleged violation of this Agreement by you. This indemnity will not apply to a claim if the proximate and direct cause of the event giving rise to the claim is Nexleaf's sole negligence with respect to a reproducible error or defect in the Services or Products that results in the failure of the Site to operate or to produce output in substantial conformity to descriptions of such operation or output set forth in a separately executed agreement signed by Nexleaf and you have, in connection with this claim, satisfied each of your responsibilities (including those specified in Section 17 of this Agreement) and operated the Site and Products accurately and completely and only in accordance with any documentation provided by Nexleaf.

**20. Termination.** This Agreement is effective until terminated. Nexleaf may terminate or suspend your use of the Site at any time and without prior notice, for any or no reason, including if Nexleaf believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Site will immediately cease, and Nexleaf may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2–6, 8–11 and 13–26 shall survive any expiration or termination of this Agreement.

**21. Governing Law; Arbitration.** The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND NEXLEAF, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT NEXLEAF AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO



GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The seat of arbitration shall be the closest of New York City, London, or Singapore by mileage to the principal place of business of the party commencing arbitration. The language of the arbitration shall be English. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. In which case, the arbitrator may hold hearings or meetings at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you. You can opt out of this agreement to arbitrate by contacting Nexleaf Analytics, 2356 Pelham Avenue, Los Angeles, California, 90064, United States of America within 30 days after you first accept these Terms of Service, stating that you (include your first and last name) decline this arbitration agreement.

**22. Filtering.** We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that Nexleaf does not endorse any of the products or services listed on such sites.

**23. Information or Complaints.** If you have a question or complaint regarding the Site, please send an e-mail to [techsupport@nexleaf.org](mailto:techsupport@nexleaf.org). You may also contact us by writing to Nexleaf Analytics, 2356 Pelham Avenue, Los Angeles, California, 90064, United States of America, or by calling us at (213) 915-6729. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**24. Copyright Infringement Claims.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send to Nexleaf a written notice by mail, e-mail or fax, requesting that Nexleaf remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Nexleaf a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to Martin Lukac, Chief Technology Officer of Nexleaf as follows: By mail to Martin Lukac, Chief Technology Officer, Nexleaf Analytics, 2356 Pelham Avenue, Los Angeles, California, 90064, United States of America; by e-mail to [techsupport@nexleaf.org](mailto:techsupport@nexleaf.org); or by fax to +1-213-402-2961. Martin Lukac's phone number is +1-213-915-6729.

We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

**25. Export Controls.** You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

**26. Changes to Product Configurations.** Nexleaf may, at any time and without liability, make changes, remotely or otherwise, to the configurations or settings of any Products that report Product Data to this Site for any reason, including, but not limited to, improving the performance of the Products, enhancing the transmission of Product Data, or providing any Services related thereto. The changes to the Products may include, but not be limited to, any or all of the following: server internet protocol (IP) address; server domain name; SMS gateway service or mechanism (which can facilitate the sending of SMS messages from device to server); preferred communication channel (such as GPRS, SMS, or other standard); interval by which Product Data is uploaded or logged; device configuration properties (which may be used to facilitate the communication between a device and a server) such as SMS gateway key, sender id, country, host country, host language, or time zone; the intervals at which alarms repeat; the number of repeated alarms; whether a device buzzer is enabled or disabled; any phone numbers or email addresses that are scheduled to receive alerts; and any Product alarm settings. Any of the changes described above may also change the performance of the Site, including but not limited to the amount of Product Data received by the Site, the manner in which the Product Data is displayed on the Site, and the alerts that are set or sent from the Site. Your use of the Site following any of the changes described above will constitute your acceptance of such changes.

**27. Miscellaneous.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Nexleaf. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Nexleaf relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Nexleaf relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Nexleaf will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

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