

NOTA BENE LLC. TERMS OF USE

Last updated May 2022

AGREEMENT TO TERMS

This Terms of Use agreement (this “Agreement”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Nota Bene LLC (“we,” “us” or “our”), effective as of the date you first register an account with Nota Bene at <http://ReviewBuilder.ai> (“Site”) or download, install, or otherwise use the Software (as defined below) and/or access the Platform (as defined below). Please read this carefully. By clicking to agree or accept or otherwise indicating your acceptance of this Agreement, or by installing or using the Nota Bene platform and/or any updates to such software accessible at <http://ReviewBuilder.ai> (collectively, the “Software”), or by accessing and using the review builder software-as-a-service platform at <http://ReviewBuilder.ai> (including features and functionality available through such platform) and/or any updates to such platform (collectively, the “Platform”) provided by Nota Bene, you agree to the terms and conditions of this Agreement. If you do not agree to these terms, you may not register an account, access the Platform, or install or use the Software, furthermore you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental Terms of Use or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms

of Use, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

This Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to register for the Site.

THE SOFTWARE

a. You must register an account with Nota Bene (“Account”) to access and use the Platform and/or the Site. To become a registered user, you may sign up on the Site. You must be at least eighteen (18) years of age to register to use the Software, platform and/or Site (collectively, “Services”). In registering an Account, you agree to provide truthful and accurate information and you shall update such information as necessary through your Account.

b. The Software, including software embedded in the Software, is licensed, not sold, to you by Nota Bene LLC only under the terms of this Agreement; and Nota Bene LLC reserves all rights not expressly granted under this Agreement. Nota Bene LLC does not own the media or device on which the Software is recorded or stored, but Nota Bene LLC retains ownership of the Software itself. No rights are granted with respect to

Software under, and the Software is not licensed or otherwise provided under, any master subscription agreement or other agreement between Nota Bene LLC and you or any Nota Bene LLC customer with which you are employed, affiliated or associated.

c. Nota Bene LLC may do any of the following at any time, with or without notice or cause, and without any liability to you: (a) change, suspend, or terminate any features or functionality of the Services; (b) impose limits on certain features or functionality of the Services; or (c) terminate this Agreement. Upon any such termination, you shall no longer be permitted to access and/or use the Services and shall delete or destroy all copies of the Software in your possession. Modification, suspension, or termination of the Services (or any part thereof) or this Agreement shall not entitle you to any refund, credit, or other compensation from Nota Bene LLC under this Agreement or any other agreement or from any third party.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks. Nota Bene hereby grants you a personal, revocable, limited, royalty-free, non-transferable license to use the Software and/or to access and use the features and functionality of the Platform or Site, in each instance, for your personal, non-commercial purposes. Any rights not expressly granted herein are reserved.

USER REPRESENTATIONS

By using the Site, you represent and warrant that:

- (1) all registration information you submit will be true, accurate, current, and complete;
- (2) you will maintain the accuracy of such information and promptly update such registration information as necessary.

- (3) you have the legal capacity, and you agree to comply with these Terms of Use.

- (4) you are not under the age of 18;

- (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;

- (6) you will not use the Site for any illegal or unauthorized purpose;

- (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use a buying agent or purchasing agent to make purchases on the Site.
4. use the Site to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the Site.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn

- sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
 9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
 10. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
 11. attempt to impersonate another user or person or use the username of another user.
 12. sell or otherwise transfer your profile.
 13. use any information obtained from the Site in order to harass, abuse, or harm another person.
 14. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
 15. Copy, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
 16. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
 17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
 18. delete the copyright or other proprietary rights notice from any Content.
 19. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
 20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
 21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including

without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).

22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
24. use the Site in a manner inconsistent with any applicable laws or regulations.
25. any other objectionable context, as determined by Nota Bene in its sole discretion

FEES AND SUBSCRIPTION TERMS

1. While we make available a free version of the Software and Platform, we may charge for certain tools or features and functionality of a premium version of the Software or premium subscription to the Platform. You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Nota Bene LLC with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) (“Payment Provider”), as a condition to signing up for a premium version of the Software or premium subscription for the Platform for which we charge. Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not this Agreement to determine your rights and liabilities. By providing Nota Bene LLC with your credit card number and associated payment information, you agree that Nota Bene LLC is authorized to immediately invoice your Account for all fees and charges due and payable to Nota Bene LLC hereunder and that no additional notice or consent is required. You agree to immediately notify Nota Bene LLC of any change in your billing address or the credit card used for payment hereunder. Nota Bene LLC reserves the right at any time to change its prices and billing methods, either immediately upon posting through the Services.

2. As a user of the Services, you will be responsible for payment of the applicable fee for any premium version of the Software or premium subscription of the Platform

(each, a “Service Subscription Fee”) at the time you purchase such premium version or subscribe to paid services and select your monthly or annual subscription package (each, a “Service Commencement Date”). Except as set forth in the Agreement, all fees for the Services are non-refundable.

3. Your subscription will continue indefinitely until terminated in accordance with the Agreement. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a “Renewal Commencement Date”) and continue for an additional equivalent period, at Nota Bene’s then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least thirty (30) days prior to the Renewal Commencement Date (or in the event that you receive a notice from Nota Bene LLC that your subscription will be automatically renewed, you will have thirty days from the date of the Nota Bene LLC notice), by logging into and going to the “Change/Cancel Membership” page of your “Account Settings” page. If you do not wish your Account to renew automatically, or if you want to change or terminate your subscription, please contact Nota Bene LLC at contact@ReviewBuilder.ai or log in and go to the “Change/Cancel Subscription” page on your “Account Settings” page. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize Nota Bene LLC to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Nota Bene LLC does not receive payment from your Payment Provider, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you agree that Nota Bene LLC may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

d. If payment for the Services under this Agreement is subject to any Sales Tax in

any jurisdiction and you have not remitted the applicable Sales Tax to Nota Bene LLC, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Nota Bene LLC for any liability or expense Nota Bene LLC may incur in connection with such Sales Taxes. Upon Nota Bene's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

e. You agree to make all payments of fees to Nota Bene LLC free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Nota Bene LLC will be your sole responsibility, and you will provide Nota Bene LLC with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

f. Nota Bene LLC may use Stripe, Inc. ("Stripe") as its third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By using the Services, you agree to be bound by Stripe's Privacy Policy: <https://www.stripe.com/privacy>, and hereby consent and authorize Nota Bene LLC and Stripe to share any information and payment instructions you provide with one or more third party service provider(s) to the minimum extent required to complete your transactions. By making reservations on the Services, you also agree to be bound by Stripe's Seller Terms: <https://stripe.com/ssa>

USE OF DATA

By using the Services, you acknowledge and agree to Nota Bene's privacy policy available at www.NotaBene.ai/privacy, as may be amended from time to time ("**Nota Bene Privacy Policy**"). Without limiting the generality of the foregoing, the Services may obtain information from, or access data stored on, a Supported Device and/or a computer or other device through which you access the Platform, to improve the Software, including to train its machine learning algorithms applicable to its general user base and systems, and related products; provided, however, you shall have the right to

opt-out of the “general systems”, and in the event of such opt-out, Nota Bene LLC will only use such data to provide the Services to you, including to train machine learning algorithms specific to your use of the Services (and not for the benefit of the general systems). The Services may provide Nota Bene LLC with information related to your use of the Services, information regarding your computer system, and information regarding your interaction with the Services (including key word trends, email content, and other uses and interactions within Gmail), which Nota Bene LLC may use to improve the Services, including to train its machine learning algorithms applicable to its general user base and systems, and related products; provided, however, you shall have the right to opt-out of the “general systems”, and in the event of such opt-out, Otherwise will only have the right to use such usage data to provide the Services to you, including to train machine learning algorithms specific to your use of the Services (and not for the benefit of the general systems). Please submit any opt-out requests to Contact@ReviewBuilder.ai. We note that if you opt-out of the general systems, you will not receive the benefit of the algorithms trained on Nota Bene’s general systems.

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

GUIDELINES FOR REVIEWS

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:

(1) you should have firsthand experience with the person/entity being reviewed;

(2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;

(3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;

(4) your reviews should not contain references to illegal activity;

(5) you should not be affiliated with competitors if posting negative reviews;

(6) you should not make any conclusions as to the legality of conduct;

(7) you may not post any false or misleading statements;

(8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

MOBILE APPLICATION LICENSE

Use License

If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the Terms of Use of this mobile application license contained in these Terms of Use.

You shall not:

- (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;

(8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail;

(9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site:

(1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s Terms of Use;

(2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the Terms of Use of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

(3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

(4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a

“terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;

6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the Terms of Use in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the Terms of Use in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms of Use;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy <http://reviewbuilder.ai/privacy-policy.html>. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States.

If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of

the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY

Notifications

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information provided below (a “Notification”).

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site;
- (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and

information reasonably sufficient to permit us to locate the material;

(4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;

(5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

Counter Notification

If you believe your own copyrighted material has been removed from the Site as a result of a mistake or misidentification, you may submit a written counter notification to [us/our Designated Copyright Agent] using the contact information provided below (a “Counter Notification”).

To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

(1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;

(2) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located;

(3) a statement that you will accept service of process from the party that filed the

Notification or the party's agent;

(4) your name, address, and telephone number;

(5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;

(6) your physical or electronic signature.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless we first receive notice from the party filing the Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

Designated Copyright Agent

[Name]

Attn: Copyright Agent

[Address]

[City, State Zip]

[email]

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A

copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.]

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

FORCE MAJEURE

Nota Bene LLC 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.

GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in

accordance with the laws of the State of Washington applicable to agreements made and to be entirely performed within the State/Commonwealth of Washington, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least **90** days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org.

Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules.

The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party.

The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Pierce County, Washington.

Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Pierce County, Washington, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than 1 year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a

class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

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TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

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INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) any negligent acts, omissions or willful misconduct by you,; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve 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, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

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exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

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CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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