



## TERMS OF SERVICE

Last Updated: March 12, 2020

These terms of service (the “Terms of Service”) are a legal agreement between you and MeetingScience, Inc. (“MeetingScience,” “we,” “us,” or “our”). These Terms of Service specify the terms under which you may access and use the website, located at <https://meetingscience.io/> (the “Website”), our proprietary platform (the “Platform”), or our other products or services (collectively, the “Services”). By accessing or using our Services, or otherwise manifesting your assent to these Terms of Service, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Service and our Privacy Policy, which is hereby incorporated by reference. If you do not agree to any of these terms, then please do not use the Services.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

If you accept or agree to these Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

### 1. RESTRICTIONS

The Services are available only for individuals aged 16 years or older. If you are 16 or older, but under the age of majority in your jurisdiction, you should review these Terms of Service with your parent or guardian to make sure that you and your parent or guardian understand it. If you are under the age of 16, you may use the Services only with the consent of your parent or guardian.

We reserve the right, in our sole and absolute discretion, to deny you access to the Services, or any portion of the Services, without notice and without reason.

### 2. ACCOUNT

If you wish to access and use the Services, you must sign into your Google account using your Google account information. You are responsible for maintaining the confidentiality of your Google account information and must promptly inform us of any need to deactivate your account, such as the loss or unauthorized acquisition of your Google account information. We reserve the right to delete your account with us at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. Deleting your account with us will not impact your Google account. MeetingScience is under no obligation to accept any individual or entity as an account holder, and may accept or reject any registration in our sole and complete discretion. We will not be liable for any loss or damage caused by any unauthorized use of your account. You are fully responsible for all activities that are associated with your account.



### 3. COMMUNITY GUIDELINES

Subject to the terms and conditions these Terms of Service, MeetingScience grants you a limited, non-transferable, non-exclusive license to access and use the Services solely for your personal purposes. MeetingScience may terminate this license at any time for any reason. Further, when accessing or using the Services, you agree to follow our community guidelines set forth below (“Community Guidelines”):

- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
  - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
  - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
  - discloses any sensitive information about another person, including that person’s e-mail address, postal address, phone number, credit card information, or any similar information.
  
- You will comply with all applicable laws in your use of the Services and will not use the Services for any unlawful purpose;
  
- You will not access or use the Services to collect any market research for a competing business;
  
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
  
- You will not interfere with or attempt to interrupt the proper operation of the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any Content (as defined below), data, files, or passwords related to the Services through hacking, password or data mining, or any other means;
  
- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Services;
  
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the Content protections in the Services;
  
- You will not use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express, written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Services 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;



- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will not introduce, post, or upload to the Services any Harmful Code. As used herein, “Harmful Code” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Services, or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Services to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with the operations of the Services.

If you find something that violates our Community Guidelines, please let us know, and we'll review it.

#### 4. INTELLECTUAL PROPERTY

The Services are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Service, MeetingScience and our licensors exclusively own all right, title, and interest in and to the Services, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services.

The Services contains material, such as videos, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of MeetingScience (collectively referred to as the “Content”). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws.

We and our licensors retain all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose.

If you violate any part of these Terms of Service, your permission to access the Content and the Services automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of MeetingScience (the “MeetingScience Trademarks”) used and displayed on the Services are registered and unregistered trademarks or service marks of MeetingScience. Other company, product, and service names located on the Services may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with MeetingScience Trademarks, the “Trademarks”). Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior



written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of MeetingScience Trademarks inures to our benefit.

Elements of the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

## 5. PURCHASE TERMS

Our Services are currently free of charge, but we reserve the right to charge for our Services in the future. We will notify you before we start charging for the Services, and if you wish to continue using the Services, you will need to pay all applicable fees.

## 6. COMMUNICATIONS WITH US

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

## 7. NO WARRANTIES; LIMITATION OF LIABILITY

THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE SERVICES OR CONTENT WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

MEETINGSOURCE SHALL NOT BE RESPONSIBLE FOR THE OPERATION OF GOOGLE AND THOSE GOOGLE APPLICATIONS THAT ENABLE ACCESS TO THE SERVICES, NOR THE AVAILABILITY OR OPERATION OF THE SERVICES TO THE EXTENT SUCH AVAILABILITY AND OPERATION IS DEPENDING UPON THE AVAILABILITY AND OPERATION OF GOOGLE AND GOOGLE'S APPLICATIONS.

THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE SERVICES. THE SERVICES MAY CONTAIN INFORMATION ON CERTAIN CONTENT NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A TITLE OR PARTICULAR PIECE OF CONTENT ON THE SERVICES DOES NOT IMPLY THAT SUCH TITLE OR CONTENT IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR



IMPROVEMENTS TO THE SERVICES AND/OR ADD OR REMOVE CONTENT AT ANY TIME WITHOUT NOTICE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SERVICES OR THE CONTENT, OR THE ACCURACY OF RESULTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SERVICES OR THE CONTENT SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (\$100).

IF YOU ARE A CALIFORNIA RESIDENT, YOU SHALL AND HEREBY DO WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

## 8. EXTERNAL SITES

The Services may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## 9. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

9.1. Representations and Warranties. You hereby represent, warrant, and covenant that you shall not use the Services in any way, that violates our Community Guidelines set forth above or any other term of these Terms of Service.

9.2. Indemnity. You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of these Terms of Service; (ii) your misuse of the Content or the Services; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark,



property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

#### 10. PUBLICITY

You grant MeetingScience the right to use your name and any trademarks, service marks, logos, or other distinctive brand features in connection with your name (“User Trademarks”) in presentations, financial reports, website listings, and advertising and promotional materials of MeetingScience, and to include you in any of our customer lists. Such use of your name and User Trademarks shall be solely to identify you as a user of our Services.

#### 11. COMPLIANCE WITH APPLICABLE LAWS

The Services are based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Services or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

#### 12. CHANGES TO THESE TERMS OF SERVICE

These Terms of Service are effective as of the last updated date stated at the top. We may change these Terms of Service from time to time. Any such changes will be posted on the Site. By accessing the Services after we make any such changes to these Terms of Service, you are deemed to have accepted such changes. Please refer back to these Terms of Service on a regular basis.

#### 13. TERMINATION OF THESE TERMS OF SERVICE

We reserve the right, in our sole discretion, to restrict, suspend, or terminate these Terms of Service and your access to all or any part of the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability.

#### 14. CONTROLLING LAW

This Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

#### 15. BINDING ARBITRATION

In the event of a dispute arising under or relating to these Terms of Service, the Content, or the Services (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN



ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com). Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 18 below, nothing in these Terms of Service will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

#### 16. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) 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. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

#### 17. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Service. We may, without waiving any other remedies under these Terms of Service, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. All claims or disputes arising out of or in connection with these Terms of Service shall be heard exclusively by any of the federal or state courts of competent jurisdiction located in the State of New York.

#### 18. MISCELLANEOUS

Our failure to act on or enforce any provision of these Terms of Service shall not be construed as a waiver of that provision or any other provision in these Terms of Service.



No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, these Terms of Service constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. These Terms of Service will inure to the benefit of our successors, assigns, licensees, and sublicensees. Terms which by their nature are intended to survive indefinitely shall survive and shall apply to you even if you have canceled your account or stopped using the Services, including, without limitation, the limitations of liability, indemnity, and dispute resolution provisions.

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