

BUNDLAR Terms & Conditions

Last Updated: April 12, 2022.

These Terms and Conditions of Use (“Terms”) constitute a binding legal agreement between you (“Customer” or “You”) and BUNDLAR, LLC. (collectively, “BUNDLAR,” “Us,” “Our,” or “We”). These Terms govern Your use of the BUNDLAR website or applications, however accessed, and any other websites, mobile or other device applications, including all related documentation and materials (collectively, the “Services”).

BY USING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU HAVE THE REQUIRED LEGAL CAPACITY, CORPORATE POWER, AND AUTHORITY TO ENTER INTO AND PERFORM THESE TERMS AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THESE SERVICES.

NOTE: THE SECTION ENTITLED “DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER” BELOW CONTAINS A MANDATORY ARBITRATION PROVISION AND WAIVER OF CLASS ACTION RIGHTS. BY AGREEING TO THESE TERMS, YOU AGREE TO AND ARE BOUND BY THESE PROVISIONS.

GENERAL TERMS

- CHANGES TO SERVICES.** We may choose to modify, suspend, terminate or discontinue the Services at any time and without notifying You. If You object to any modifications, Your sole recourse shall be to cease using the Services. Continued use of the Services indicates that You acknowledge and agree to be bound by the modifications.
- UPDATES.** BUNDLAR may, from time to time and in its sole discretion, develop and provide updates to the Services. These may include bug fixes, upgrades, patches, other error corrections and/or new features (collectively, including documentation

“Updates”). Updates may also modify or delete in their entirety certain features and functionalities. You agree that We have no obligation to provide any Updates or continue to provide or enable any particular features or functionality. Based upon Your device settings, when Your device is connected to the internet either:

- o The application or software will automatically download and install all available Updates; or
- o You may receive notice of or be prompted to download and install any available Updates.

You shall promptly install any and all Updates and acknowledge and agree that the Services or portions thereof may not properly operate should You fail to do so. You further agree that all Updates will be deemed part of the Services and subject to all terms and conditions of these Terms.

3. **CHANGES TO TERMS.** We may update or modify these Terms from time to time by, without limitation, posting a revised version of these Terms throughout Our Services and by publishing a general notice of such changes across Our Services. You can review the most current version of these Terms at any time by clicking the Terms link on Our website or accessing them through Our other Services. By accessing or using Our Services after We have provided notice of changes to these Terms, whether by general notice or directly notifying You of such changes, You agree to be bound by such modifications.
4. **ADDITIONAL AGREEMENTS.** Depending on how You access or use Our Services, Your access and use may be subject to additional terms. As and to the extent applicable to You, You agreed to read, comply with, and be legally bound by: (1) these Terms; (2) any additional terms and conditions, agreements, and policies published on or through Our Services or otherwise made available to You that are applicable to Your access to or use of Our Services (collectively, the “Rules”); and (3) any other agreements applicable to Your access to or use of Our Services that we enter into with You or a third party on whose behalf You access or use Our Services (collectively, the “Additional Agreements”). These

Terms, the Rules, and any and all Additional Agreements are collectively referred to in these Terms as the "Agreements".

5. **PASSWORD RESTRICTED AREAS OF THE SERVICES.** If the Services allow for accounts, once You submit the required registration information, We alone will determine whether or not to approve Your proposed account. For so long as You use the account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your account and making relevant changes directly or contacting Us using the below contact information and We can make the changes for You.

You are responsible for complying with these Terms when You access the Services, whether directly or through any account that You may set up through or on the Services. It is Your responsibility to obtain and maintain all equipment and services needed for access to and use of the Services as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access the Services. Should You believe Your password or security for the Services has been breached in any way, You must immediately notify Us.

We are not liable for any loss You incur as a result of someone else using Your password or account, either with or without Your knowledge and are not responsible for any delay in shutting down Your account after You have reported a breach of security to Us.

6. **ELECTRONIC COMMUNICATIONS.** By using the Services provided, You consent to receive electronic communications from Us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services provided. These electronic communications are part of Your relationship with Us. You agree that any documents, notices, agreements, disclosures or other communications that We send You electronically will

satisfy any legal communication requirements, including that such communications be in writing and that You are able to access those documents and/or communications electronically.

7. **PRIVACY.** By accessing or using our Services, You acknowledge and understand that We may collect, use, disclose, transfer, and share Your personal information. This may include, but is not limited to, sharing information with companies other than BUNDLAR as described in Our Privacy Policy, available at <https://bundlar.com/privacy/>. The Privacy Policy may be updated from time to time, so please review it regularly. If You do not want Us to collect, use, disclose, transfer, or share Your personal information as described in the Privacy Policy, discontinue all access to and use of Our Services.
8. **LINKS TO THIRD-PARTY SITES.** We sometimes provide links on the Services to third-party websites. If You use these links, You will leave the Services. We are not obligated to review any third-party websites that You link to from the Services, We do not control any of the third-party websites, and We are not responsible for any of the third-party websites (or the products, services, or content available through any of them). We do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If You decide to access any of the third-party websites linked to the Services, You do this entirely at Your own risk, and You are subject to the privacy policies and terms and conditions for those third-party websites, not Ours. Certain areas of the Services may allow You to interact and/or conduct transactions with one or more third-party websites, and, if applicable, allow You to configure your privacy settings in that third-party website account to permit Your activities on the Services to be shared with Your contacts in your third-party site account.
9. **LICENSE GRANT.** Subject to Your acceptance of these Terms and Your compliance with the Agreements, We grant You a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use Our Services in a manner that is consistent

with the Agreements and Our Services' intended purpose(s). You obtain no rights in or to Our Services except to use them in accordance with the Agreements. Without limiting the generality of the foregoing, You shall not access or use Our Services in violation of the terms set forth in any of the Agreement, including, without limitation, the Acceptable Use Restrictions set forth in these Terms (collectively, "Prohibited Activities"). You will be solely liable for any damages, costs, or expenses arising out of or in connection with Your commission of any Prohibited Activity. You shall notify Us immediately upon becoming aware of the commission by any person of a Prohibited Activity and shall provide Us with reasonable assistance upon Our request with any investigations We may conduct in connection with any such Prohibited Activity.

10. **LICENSE RESTRICTIONS.** Unauthorized use of the Services may result in a violation of various laws. Unless You have written permission from Us stating otherwise, Your access to and use of Our Services must comply with the following (the "Acceptable Use Restrictions"):
 - o You are only allowed to access and use Our Services for their intended purposes, as determined by Us in Our sole discretion;
 - o Without limitation, You shall not access or use Our Services other than as set forth in the applicable Agreements. Further, You shall not access or use Our Offerings to: (1) violate any laws; (2) transmit or upload any software or other materials that contain any viruses, worms, trojan horses, defects, time bombs, or other items of a destructive nature; or (3) engage in commercial activity except as expressly permitted under the Agreements; and
 - o You are also prohibited from: (1) reformatting or framing any portion of Our Services; (2) using any device, software, or procedure that interferes with, or attempts to interfere with, the normal operation of Our Services; (3) taking any action that imposes, or may

impose, as determined by Us in Our sole discretion, an unreasonable or disproportionately large load on Our information technology infrastructure; (4) modifying, adapting, disassembling, decompiling, translating, or reverse engineering any portion of Our Services or otherwise attempting to reconstruct or discover any source code or underlying ideas, algorithms, file formats, or programming interoperability interfaces of Our Services; (5) disrupting or otherwise interfering with Our Services or the networks or servers We use; (6) impersonating any person or entity or misrepresenting your connection or affiliation with a person or entity; (7) collecting or storing, or attempting to collect or store, personal information about other users of Our Services, except as expressly permitted under the Agreements; (8) engaging in any activity that is illegal under federal, state, local, or other laws; (9) creating a false identity on Our Services; (10) creating an account on Our Services for anyone else except, and only to the extent, specifically permitted under the applicable Agreements; (11) releasing to any third party information related to Your access to or use of Our Services for purposes of monitoring Our Services' availability, performance, or functionality, or for any other benchmarking or competitive purposes; (12) copying Our Services, except as expressly permitted under the Agreements; (13) accessing or using Our Services in a service bureau or time-sharing environment (including, without limitation, accessing or using Our Services to provide third parties a service consisting solely of the collection and entry of data and other information through Our Services); (14) selling, assigning, transferring, sublicensing, pledging, renting, or otherwise sharing Your rights under the Agreements; (15) creating any derivative works based on Our Services; (16) modifying, obscuring, or removing

any proprietary notices on Our Services or copies thereof; and (17) harassing, annoying, intimidating or threatening any of Our employees or agents engaged in providing any portion of Our Services to You.

11. **RESERVATION OF RIGHTS AND INTELLECTUAL PROPERTY.** You acknowledge and agree that the Services are provided under license, and that You do not acquire any ownership interest in the Services under the applicable Agreements, or any other rights thereto other than to use the Services in accordance with the limited license granted, and subject to all other terms, conditions, and restrictions under the applicable Agreements. BUNDLAR and any licensors or service providers reserve and shall retain their entire right, title, and interest in and to the Services, including any trademarks, copyrights, and other intellectual property rights therein or relating thereto, except as expressly granted to You in the Agreements.
12. **CONFIDENTIALITY.** BUNDLAR Confidential Information includes, without limitation, whether or not identified as confidential, the Services, software, application, and any related documentation or materials, any third-party software, data, deliverables, benchmark results, manuals, program listings, data structures, charts, functional specifications, products, development plans, price lists, know-how, and all other information that could reasonably be considered the confidential or proprietary information of BUNDLAR or its licensors or partners. You will use at least the same degree of care in safeguarding Our Confidential Information as You use to preserve Your own proprietary information, but in no event shall You use less than reasonable care and diligence.
13. **FEEDBACK.** By submitting ideas, suggestions, documents, proposals, products, and/or technologies (“Ideas” or “Innovations”) to Us in any way, You acknowledge and agree that: (1) Your Ideas and/or Innovations do not contain confidential or proprietary information; (2) We are not under any obligation of confidentiality, express or implied, with respect to Your Ideas and/or Innovations; (3) We shall be entitled to disclose (or choose not to disclose) such Ideas and/or Innovations for any purpose and in any way; (4) We

may have something similar to Your Ideas and/or Innovations already under consideration or in development; (5) Your Ideas and/or Innovations which are not subject to a patent, automatically become Our property without any obligation to You; and (6) You are not entitled to any compensation or reimbursement of any kind from Us under any circumstances with respect to or in connection with any of Your Ideas and/or Innovations. For clarity, Your User Generated Content does not constitute Feedback.

14. **MISTAKES OR ERRORS.** Without limiting anything set forth in the applicable Agreements, You acknowledge and agree that under no circumstances will We be responsible for any loss, damage, or liability arising out of any mistakes or other errors made by You as a result of Your access to or use of Our Services.
15. **COMPLIANCE WITH APPLICABLE LAWS.** You certify that You will comply with applicable laws (*e.g.*, federal, state, local, and other laws) and the Agreements when accessing or using Our Services. Without limiting the foregoing, by accessing or using Our Services, You represent and warrant that: (1) 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 (2) You are not listed on any U.S. Government list of prohibited or restricted parties. If You access or use Our Services outside the United States, You are solely responsible for ensuring that Your access to and use of Our Offerings in such country, territory, or jurisdiction does not violate any applicable laws. We reserve the right, but have no obligation, in Our sole discretion, monitor where Our Services are accessed from, and the right, but not the obligation, to block or otherwise restrict access to Our Services, in whole or in part, from any geographic location.

USER GENERATED CONTENT (UGC).

Our Services may provide certain features that allow You to add, create, upload, submit, distribute, post or share content, including, without

limitation, website links, opinions, information, data, posts, profiles, pictures, videos and audio (collectively, "User Generated Content").

Between You and BUNDLAR, You own all right, title, and interest in and to Your User Generated Content, irrespective of whether Your User Generated Content is stored via the Services or in any databases created using the Services. For clarity, the foregoing only applies to the individual components of Your User Generated Content, and does not include any of Our intellectual property incorporated in or applied to Your User Generated Content through or in connection with Our Services.

By adding, creating, uploading, submitting, distributing, posting or sharing any User Generated Content through or in connection with Our Services, You represent and warrant to Us that: (1) You have all necessary rights in and to any and all of Your User Generated Content; (2) Your User Generated Content shall not infringe any third party's intellectual property rights; and (3) Your User Generated Content does not contain, promote, or link to material that is pornographic, defamatory, offensive, harassing, malicious, illegal, or otherwise objectionable.

Notwithstanding anything to the contrary in these Terms, You acknowledge and agree that We have the right, but not the obligation, to: (1) prescreen, edit, refuse, or remove any User Generated Content in whole or in part that, in Our sole discretion, is objectionable or violates these Terms, restrictions set forth in Our related documentation and materials, Our policies (as and to the extent provided to You), or applicable law.

Without limiting anything set forth in these Terms, You acknowledge and agree that We shall have the right and all necessary licenses to: (1) access Your User Generated Content to administer, operate or configure Our Services; and (2) reproduce, translate, encode, publish, use, and distribute Your User Generated Content to the extent necessary to provide and operate the Services and as otherwise described in any related documentation or materials.

Further, We shall have the right to aggregate (on an anonymized basis) any and all of Your User Generated Content ("Aggregated Content") and to use

such Aggregated Content for any lawful purpose, including, without limitation, improving Our Services. For clarity, We own all right, title, and interest in and to any Aggregated Content and You do not acquire any rights, express or implied, in any Aggregated Content, other than those specified in these Terms.

Upon termination, We will remove Your User Generated Content from Our Services and Your User Generated Content will no longer be accessible or otherwise available to You through Our Services. Within fifteen (15) days after termination, We will securely erase or destroy all or any part of Your User Generated Content in Our possession. For clarity, the removal and destruction of Your Data shall not apply to any Aggregated Content and termination shall not affect, limit or otherwise modify Our rights in and to any and all such Aggregated Content.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others. You must ensure that Your User Generated Content does not infringe any third party's copyright. We will remove Your User Generated Content and other materials from Our Services in accordance with the Digital Millennium Copyright Act ("DMCA") upon receipt of proper notices that Your User Generated Content or other materials available through Our Services infringe a third party's copyright. Additionally, subject to Our Repeat Infringer Policy set forth below, We will terminate Your access to Our Services if You are a repeat infringer.

Notice of Infringement

If You are a copyright owner or an agent thereof and believe that any User Generated Content, other user submission or other content on or available through Our Services infringes upon Your copyright, You may submit a notification pursuant to the DMCA to the address provided below. Such notice must contain the following:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of an 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;
- information reasonably sufficient to permit Us to contact You, such as an address, telephone number, and, if available, an electronic mail address;
- a statement that You have 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; and
- a statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

BUNDLAR may disclose DMCA notices to affected users and third party databases that collect information about copyright takedown notices.

Counter Notifications

If Your User Generated Content is removed pursuant to notice of copyright infringement and You want to challenge the removal, You must provide Us a counter notification to the address provided below. Such counter notification must contain the following:

- information reasonably sufficient to permit Us to contact You, such as an address, telephone number, and, if available, an electronic mail address;
- a description of the material that was removed and where the material previously appeared on Our Services reasonably sufficient to permit Us to identify the material;

- o a statement under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- o a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located, or if Your address is outside of the United States, any judicial district in which BUNDLAR may be found (the United States District Court for the Northern District of Illinois) and that You will accept service of process from the person who provided the original DMCA notice or an agent of such person; and
- o Your physical or electronic signature

We will forward any complete counter-notification to the person who provided the initial DMCA notice. The copyright owner(s) may elect to file a lawsuit against You for copyright infringement. If We do not receive notice that such a lawsuit has been filed within ten (10) business days after We provide notice of Your counter-notification, We may, but are not obligated to, restore Your User Generated Content and other materials. Until that time, Your User Generated Content and other materials will remain removed.

Repeat Infringer Policy

Without limiting anything else in these Terms, We will terminate Your access of Our Services if You receive three (3) DMCA Takedown Actions. A “DMCA Takedown Action” occurs each time Your User Generated Content or other materials are removed due to a DMCA notice. We may group multiple DMCA notices received in a short period of time as a single DMCA Takedown Action. We may remove a DMCA Takedown Action in appropriate circumstances, such as where: (1) the material is restored due to a DMCA counter-notification; or (2) the party who provided the DMCA notice withdraws their complaint.

Address for Notices

DMCA notices and counter-notifications may be sent to Our designated agent, Will Zeiler at the following addresses:

By email to: Will.Zeiler@BUNDLAR.com

By mail to: Will Zeiler
Attn: Director, Finance
116 W. Hubbard St. #3
Chicago, IL 60654

TERMINATION

These Terms commence when You install or use the Services or otherwise accept these Terms and will continue in effect until terminated by You or BUNDLAR as set forth below.

We may terminate these Terms at any time without notice. In addition, these Terms will terminate immediately and automatically without any notice if You violate any of the terms and conditions of these Terms.

Upon termination, all rights granted to You under these Terms will automatically terminate and You must cease use of the Services. If these Terms or your permission to use the Services are terminated for any reason, the agreement formed by Your acceptance of these Terms will nevertheless continue to apply and be binding upon You in respect of Your prior use of the Services and anything relating to or arising from such use.

YOUR REPRESENTATIONS AND WARRANTIES; YOUR LIABILITY.

1. **YOUR REPRESENTATIONS AND WARRANTIES.** By agreeing to these Terms or otherwise accessing or using Our Services, You represent and warrant that:
 - o You are at least of the legally required age in the jurisdiction in which You reside (18 years of age or older for U.S. based users), and are otherwise capable of entering into binding contracts;
 - o You have the right, authority, and capacity to enter into this agreement and to abide by the terms and conditions of this agreement, and that You will so abide;
 - o You will act professionally and responsibly in Your interactions with other users;

- o Any registration information You submit will be true, accurate, complete, and current, and that You will maintain the accuracy of such information; and
 - o Your use of the Services will not violate any applicable law or regulation.
2. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless BUNDLAR, its affiliates, and their respective officers, directors, managers, members, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including attorneys' fees, arising from or relating to Your use or misuse of the Services or Your breach of these Terms.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

1. DISCLAIMER OF WARRANTIES.

- o THE SERVICES AND THE MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES AND THE MATERIALS IS WITH YOU. BUNDLAR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO THE SERVICES AND MATERIALS, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WE DO NOT WARRANT THAT THE SERVICES OR MATERIALS WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR MATERIALS ARE FREE OF VIRUSES OR BUGS, THAT ANY SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES. BUNDLAR MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR

MATERIALS OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES OR FROM US OR OUR SUBSIDIARIES/OTHER AFFILIATED COMPANIES SHALL CREATE ANY WARRANTY.

- o YOU HEREBY ACKNOWLEDGE THAT OUR SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS, INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE (SCHEDULED OR UNSCHEDULED), ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF OUR SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE, OR DISRUPTION. THEREFORE, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF OUR SERVICES CAUSED BY SUCH FACTORS.
- o WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION YOU SUBMIT THROUGH OUR SERVICES.
- o SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

2. **LIMITATION OF LIABILITY.**

- o TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUNDLAR OR ANY OF THEIR AFFILIATES, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY LOSS OR INJURY OR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO: LOSS OF USE, DATA, REVENUE, OR PROFITS, WHETHER IN

ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE OF, OR YOUR INABILITY TO ACCESS OR USE THE SERVICES OR MATERIALS. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY FOR ANY CLAIM THAT YOU MAY HAVE RELATING TO THE SERVICES OR MATERIALS IS YOUR RIGHT TO CEASE USE OF THE SERVICES OR MATERIALS.

- o SOME STATES OR JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER

Please Read This Provision Carefully. It Affects Your Legal Rights.

1. **AGREEMENT TO ARBITRATE.** You agree that all claims or disputes arising out of these Terms will be decided by an arbitrator through arbitration and not by a judge or jury (“Arbitration Agreement”). This Arbitration Agreement is governed by the Federal Arbitration Act (“FAA”) and evidences a transaction involving commerce. The arbitration will be conducted before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), which are available at www.adr.org. The arbitrator’s fees and the costs will be shared equally by the parties unless prohibited by law. Parties are responsible for their own attorneys’ fees. The arbitration proceeding will take place in Chicago, Illinois unless otherwise agreed. A court of competent jurisdiction will have the authority to enter judgment on the arbitrator’s decision and award. You and We agree to bring any claim or dispute in arbitration on an individual basis only, and not as a class or collective action, and there will be no right or authority for any claim or dispute to be brought, heard, or arbitrated as a class or collective action (“Class Action Waiver”). Regardless of anything herein and/or the applicable AAA Rules, the interpretation, applicability, or enforceability of the Class Action

Waiver and/or the arbitrability of a claim or dispute may only be determined by an arbitrator. The following claims are excluded from this Arbitration Agreement: (a) claims in small claims court; (b) claims to enforce or to prevent the actual or threatened violation of a party's intellectual property rights; (c) claims for temporary relief in connection with an arbitrable controversy, and (d) claims that are non-arbitrable per the applicable federal statute.

2. **JURY WAIVER.** You understand and agree that by accepting this Provision in these Terms, You and We are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, You and We might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that You would have if You went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.
3. **SEVERABILITY.** If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.
4. **PREVAILING PARTY.** In any arbitration proceeding or litigation (as applicable) between You and BUNDLAR in connection with any of the Agreements, Your access to or use of Our Services, or Your dealings with BUNDLAR, the prevailing party will be entitled to receive from the other party, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting such arbitration or litigation (as applicable), including, without limitation, reasonable attorneys' fees, expenses, and court costs.
5. **LIMITATION OF CLAIMS PERIOD.** No action or proceeding under these Terms, regardless of the form may be commenced by You

more than one year after the date upon which the cause of action arises.

6. **VENUE FOR LITIGATION.** Except for disputes subject to arbitration as described above, any disputes relating to these Terms or the Service will be heard in the State of Illinois or the United States District Court in each case located in Cook County and You agree to the personal jurisdiction of those courts over You.

ADDITIONAL TERMS

1. **GOVERNING LAW.** These Terms will be governed by the laws of the State of Illinois, without giving effect to any principles of conflicts of laws. Notwithstanding the foregoing, any arbitration conducted pursuant to these Terms shall be governed by the FAA.
2. **WAIVERS.** By choosing not to enforce any of these Terms, We are not waiving Our rights.
3. **ASSIGNMENT** You may not assign Your rights or delegate Your obligations under these Terms, in whole or in part, whether by operation of law or otherwise, without the prior written consent of BUNDLAR. Any prohibited assignment shall be null and void. These Terms shall be binding on and inure to the benefit of the parties and their permitted assigns and successors in interest if any.
4. **SEVERABILITY.** If any of the provisions of these Terms should be determined to be illegal, invalid, or otherwise unenforceable by reason of the laws of any state or country in which these Terms is intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid, or unenforceable, it shall be severed and deleted from these Terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
5. **NO AGENCY.** Nothing contained in these Terms will be construed as creating any agency, partnership, employment, or another form of joint enterprise between You and BUNDLAR.
6. **ADMISSIBILITY OF TERMS.** A printed version of these Terms and of any notice given in electronic form shall be admissible in

arbitration, judicial, or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

7. **HEADINGS.** The section headings and sub-headings contained in these Terms are for convenience only and have no legal or contractual effect.