

Ameelio Connect Terms of Service

Last Updated: 09.14.2021

Welcome, and thank you for your interest in Ameelio, Inc. (“**Ameelio**,” “**we**,” or “**us**”) and our Ameelio Connect internet communication service and our related mobile application (collectively, the “**Connect Service**”). These Terms of Service are a legally binding contract between you and Ameelio regarding your use of the Connect Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE CONNECT SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR ACCESS TO AND USE OF THE CONNECT SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING AMEELIO’S [PRIVACY POLICY](#) AND [COPYRIGHT POLICY](#) (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE CONNECT SERVICE. YOUR USE OF THE CONNECT SERVICE, AND AMEELIO’S PROVISION OF THE CONNECT SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY AMEELIO AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 18, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND AMEELIO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 18.)

1. **Connect Service Overview** The Connect Service offers communications technology to help create a more human and rehabilitative corrections system. Ameelio aims to improve the lives of those impacted by incarceration and reduce recidivism by providing a prison communication software and various technology platforms that enable non-incarcerated individuals (each, a **“Free World User”**) to communicate with loved ones in jail or prison (each, an **“Incarcerated Person”**). The Agreement applies to all Incarcerated Persons, Free World Users, and jail, prison, correctional facility, or other non-Ameelio organizational employees assisting in administering an Incarcerated Person’s access to or use of the Connect Service (each, an **“Administrator”**). Incarcerated Persons, Free World Users, Administrators, and visitors who access the Ameelio website are each referred to as a **“User”** and collectively as **“Users”**. Unless otherwise indicated, all provisions of this Agreement apply to your use of or access to the Connect Service, regardless of which type of User you are.
2. **Eligibility.** In order to use the Connect Service, you must either be 18 years of age or have your parent or guardian’s consent to your use of the Connect Service and agree to these terms on your behalf. If you are under the age of 18, your parent or guardian must supervise your use of the Connect Service. If you are under the age of 13, you may not use the Connect Service. By agreeing to the terms in this Agreement, you represent and warrant to us that (a) you meet the eligibility requirements described above, (b) you have not previously been suspended or removed from the using or accessing the Connect Service; and (c) your registration for and your use of the Connect Service does not violate any and all applicable laws and regulations.
3. **Accounts and Registration.** To access most features of the Connect Service, you must have an active account for the Connect Service. If you are a Free World User, when you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. If you are an Incarcerated Person, your Administrator will provision you with an account. If you are an Administrator, you will be provisioned with an account either by Ameelio or by your Authorized Facility. You agree that any information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register or when you first log into your account, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at support@ameelio.org, or, if you are an Incarcerated Person, you should immediately notify your Administrator.
4. **Scheduling a Connect Session.** Ameelio offers the capability for video and audio calls between Free World Users and Incarcerated Persons (each a **“Connect Session”**). Free World Users may submit a request to schedule a Connect Session with an Incarcerated Person who is confined in a jail, prison, or other facility that permits the use of the Connect Service (each, an **“Authorized Facility”**). Free World Users may be required to verify their identity prior to requesting or scheduling a Connect Session (**“ID Verification”**). As a part of the ID Verification, you may be required to provide additional identifying information about yourself, including a photo of yourself and valid government identification (**“Verification Information”**). By providing the Verification Information, you agree that Ameelio may send that Verification Information to the Authorized Facility or a third party identity verification service provider for the purposes of the ID Verification. You acknowledge that the applicable Authorized Facility must approve your request in order to schedule a Connect Session, and Authorized Facilities may approve or deny such requests in their discretion, subject to applicable law or regulation.

5. **Call Logs and Recordings.** Connect Sessions may be recorded, and Authorized Facilities and their Administrators may be able to access and view Connect Session call logs and recordings of your Connect Sessions. By attending a Connect Session or otherwise using the Connect Service, you are giving Ameelio (and the applicable Authorized Facility) consent to store those recordings and call logs and transfer copies of those recordings and call logs to the applicable Authorized Facilities. If you do not consent to being recorded, you do not have our permission to attend a Connect Session or use the Connect Services.

6. Licenses

6.1. **Limited License.** Subject to your complete and ongoing compliance with these Terms, Ameelio grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile or other downloadable application associated with the Connect Service obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer or a wireless telephone provider) on a mobile device that you own or control; (b) if you are an Administrator or Incarcerated Person, use the Connect Service as installed on a mobile device provided to you for use in connection with the Connect Service, and (c) access and use the Connect Service.

6.2. **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Connect Service; (b) make modifications to the Connect Service; or (c) interfere with or circumvent any feature of the Connect Service, including, but not limited to, any security or access control mechanism. If you are prohibited under applicable law from using the Connect Service, then you may not use it.

6.3. **Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Connect Service or our other products or services ("**Feedback**"), then you hereby grant Ameelio an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Connect Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

7. **Ownership; Proprietary Rights.** The Connect Service is owned and operated by Ameelio. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Connect Service provided by Ameelio ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Connect Service are the property of Ameelio or its third-party licensors. Except as expressly authorized by Ameelio, you may not make use of the Materials. There are no implied licenses in these Terms and Ameelio reserves all rights to the Materials not granted expressly in these Terms.

8. Third-Party Terms

8.1. **Third-Party Services and Linked Websites.** Ameelio may provide tools through the Connect Service that enable you to export information, including User Content, to third-party services. By using one of these tools, you hereby authorize that Ameelio to transfer that information to the applicable third-party service. Third-party services are not under Ameelio's control, and, to the fullest extent permitted by law, Ameelio is not responsible for any third-party service's use of

your exported information. The Connect Service may also contain links to third-party websites. Linked websites are not under Ameelio's control, and Ameelio is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, Ameelio will have no control over the information that has been shared.

8.2. Third-Party Software. The Connect Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Connect Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

9. User Content

9.1. User Content Generally. Certain features of the Connect Service may permit users to submit, upload, publish, broadcast, or otherwise transmit content to the Connect Service, including reviews, photos, video or audio (including sound or voice recordings and musical recordings embodied in the video or audio), images, folders, data, text, and any other works of authorship or other works (collectively, "**User Content**"). You retain any copyright and other proprietary rights that you may hold in the User Content that you provide through the Connect Service, subject to the licenses granted in these Terms.

9.2. Limited License Grant to Ameelio. By providing User Content through the Connect Service, you grant Ameelio a worldwide, non-exclusive, perpetual, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, and distribute your User Content, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed. All of the rights you grant in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of external services will not have any separate liability to you or any other third party for User Content you provide or otherwise used on external services via the Connect Service. You agree to pay all monies owing to any person or entity resulting from the provision of your User Content and from Ameelio's exercise of the license set forth in this Section.

9.3. Limited License Grant to Other Users. By providing User Content through the Connect Service and making it available to other users of the Connect Service, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Connect Service.

9.4. You Must Have Rights to the Content You Provide; User Content Representations and Warranties. You must not provide User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content. Ameelio disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Connect Service. By providing User Content via the Connect Service, you affirm, represent, and warrant to us that:

- 9.4.1. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Ameelio and users of the Connect Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Ameelio, the Connect Service, and these Terms;
- 9.4.2. your User Content, and the transmission or use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Ameelio to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and
- 9.4.3. your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

9.5. User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users provide, and will not be in any way responsible or liable for User Content. Ameelio may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Connect Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Ameelio with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Ameelio does not permit infringing activities on the Connect Service.

9.6. Monitoring Content. Ameelio does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Connect Service by its users. You acknowledge and agree that Ameelio reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Connect Service for operational and other purposes. If at any time Ameelio chooses to monitor the content, then Ameelio still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy (defined below). Ameelio may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Connect Service without any liability to the user who provided such User Content to the Connect Service or to any other users of the Connect Service.

10. Communications

10.1. Push Notifications. When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when you are not in the app. You can turn off notifications by visiting your mobile device's "settings" page.

10.2.**Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

11. **Prohibited Conduct.** BY USING THE SERVICE, YOU AGREE NOT TO:

- 11.1. use the Connect Service for any illegal purpose or in violation of any local, state, national, or international law;
- 11.2. harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Connect Service;
- 11.3. violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
- 11.4. access, search, or otherwise use any portion of the Connect Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Ameelio;
- 11.5. interfere with security-related features of the Connect Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Connect Service except to the extent that the activity is expressly permitted by applicable law;
- 11.6. interfere with the operation of the Connect Service or any user's enjoyment of the Connect Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Connect Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Connect Service;
- 11.7. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identify, accessing any other Connect Service account without permission, or falsifying your age or date of birth;
- 11.8. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 7) or any right or ability to view, access, or use any Materials; or
- 11.9. attempt to do any of the acts described in this Section 11 or assist or permit any person in engaging in any of the acts described in this Section 11.

12. **Intellectual Property Rights Protection.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). Please review our copyright policy available at [URL] (the “Copyright Policy”). The Copyright Policy is incorporated by this reference into, and made a part of, these Terms.

13. **Modification of Terms.** We may, from time to time, change these Terms . Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Connect Service. If you do not agree to the modified Terms, then you should remove your User Content and discontinue your use of the Connect Service. Except as expressly permitted in this Section 13, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms.

14. **Term, Termination, and Modification of the Connect Service**

14.1.**Term.** These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Connect Service, and ending when terminated as described in Section 14.2.

14.2.**Termination by Ameelio.** If you violate any provision of these Terms, then your authorization to access the Connect Service and these Terms automatically terminate. In addition, Ameelio may, at its sole discretion, terminate these Terms or your account on the Connect Service, or suspend or terminate your access to the Connect Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination.

14.3.**Termination by You.**

14.3.1. **Termination by Free World Users.** If you are a Free World User and would like to terminate your Account, please contact us at support@ameelio.org. Upon receipt of your request, we will deactivate your Account within a reasonable time period.

14.3.2. **Termination by Incarcerated Persons.** If you are an Incarcerated User and would like to terminate your Account, please contact your Administrator.

14.4.**Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Connect Service; (b) you will no longer be authorized to access your account or the Connect Service; (c) you must pay Ameelio any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 6.3, 7, 9, 14.4, 15, 16, 17, 18, 19, and 20 will survive. You are solely responsible for retaining copies of any User Content you provide through the Connect Service since upon termination of your account, you may lose access rights to any User Content you provide through the Connect Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Connect Service using a different name, email address or other forms of account verification.

14.5.**Modification of the Connect Service.** Ameelio reserves the right to modify or discontinue all or any portion of the Connect Service at any time (including by limiting or discontinuing certain features of the Connect Service), temporarily or permanently, without notice to you. Ameelio will have no liability for any change to the Connect Service, including any paid-for functionalities

of the Connect Service, or any suspension or termination of your access to or use of the Connect Service. You should retain copies of any User Content you provide through the Connect Service so that you have permanent copies in the event the Connect Service is modified in such a way that you lose access to User Content you provided through the Connect Service.

15. Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Connect Service, and you will defend and indemnify Ameelio, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the “**Ameelio Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Connect Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

16. Disclaimers; No Warranties by Ameelio

16.1. THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. AMEELIO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. AMEELIO DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND AMEELIO DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

16.2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR AMEELIO ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE AMEELIO ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

16.3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 16 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Ameelio does not disclaim any warranty or other right that Ameelio is prohibited from disclaiming under applicable law.

17. Limitation of Liability

17.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AMEELIO ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE

DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY AMEELIO ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

17.2. EXCEPT AS PROVIDED IN SECTIONS 18.5 AND 18.6 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE AMEELIO ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TO AMEELIO FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (b) US\$100.

17.3. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 17 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18. Dispute Resolution and Arbitration

18.1. **Generally.** In the interest of resolving disputes between you and Ameelio in the most expedient and cost effective manner, and except as described in Section 18.2 and 18.3, you and Ameelio agree that every dispute arising in connection with these Terms, the Connect Service, and communications from us will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, the Connect Service, or any communications to or from us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND AMEELIO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

18.2. **Exceptions.** Despite the provisions of Section 18.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

18.3. **Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 18 within 30 days after the date that you agree to these Terms by sending a letter to Ameelio, Inc., Attention: Legal Department – Arbitration Opt-Out, 440 Prospect Street Apt 7, New Haven, CT 06511 that specifies: your full legal name, the email

address associated with your account on the Connect Service, and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once Ameelio receives your Opt-Out Notice, this Section 18 will be void and any action arising out of these Terms will be resolved as set forth in Section 19.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

18.4.Arbitrator. Any arbitration between you and Ameelio will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (collectively, "**AAA Rules**") as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Ameelio. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

18.5.Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). Ameelio's address for Notice is: Ameelio, Inc., 440 Prospect Street Apt 7, New Haven, CT 06511. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Ameelio may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Ameelio must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Ameelio in settlement of the dispute prior to the award, Ameelio will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000.

18.6.Fees. If you commence arbitration in accordance with these Terms, Ameelio will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county and state of your residence, but if the claim is for US\$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Ameelio for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

18.7.No Class Actions. YOU AND AMEELIO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS

MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Ameelio agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

18.8. Modifications to this Arbitration Provision. If Ameelio makes any future change to this arbitration provision, other than a change to Ameelio's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Ameelio's address for Notice of Arbitration, in which case your account with Ameelio will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

18.9. Enforceability. If Section 18.7 or the entirety of this Section 18 is found to be unenforceable, or if Ameelio receives an Opt-Out Notice from you, then the entirety of this Section 18 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 19.2 will govern any action arising out of or related to these Terms.

19. Miscellaneous

19.1. General Terms. These Terms, including the Privacy Policy, the Copyright Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Ameelio regarding your use of the Connect Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your User Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

19.2. Governing Law. These Terms are governed by the laws of the State of Connecticut without regard to conflict of law principles. You and Ameelio submit to the personal and exclusive jurisdiction of the state courts and federal courts located within New Haven County, Connecticut for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Connect Service from our offices in Connecticut, and we make no representation that Materials included in the Connect Service are appropriate or available for use in other locations.

19.3. Privacy Policy. Please read the Ameelio Privacy Policy available at [\[URL\]](#) (the "**Privacy Policy**") carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Ameelio Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

19.4. Additional Terms. Your use of the Connect Service is subject to all additional terms, policies, rules, or guidelines applicable to the Connect Service or certain features of the Connect Service that we may post on or link to from the Connect Service (the "**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

- 19.5. Consent to Electronic Communications.** By using the Connect Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 19.6. Contact Information.** The Connect Service is offered by Ameelio, Inc., located at 440 Prospect Street Apt 7, New Haven, CT 06511. You may contact us by sending correspondence to that address or by emailing us at support@ameelio.org.
- 19.7. Notice to California Residents.** If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Connect Service or to receive further information regarding use of the Connect Service.
- 19.8. No Support.** We are under no obligation to provide support for the Connect Service. In instances where we may offer support, the support will be subject to published policies.
- 19.9. International Use.** The Connect Service is intended for visitors located within the United States. We make no representation that the Connect Service is appropriate or available for use outside of the United States. Access to the Connect Service from countries or territories or by individuals where such access is illegal is prohibited.
- 20. Notice Regarding Apple.** This Section 20 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Ameelio only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.