

Terms of Service – Safe2SpeakUp

2016-07-11

IMPORTANT— THE SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IN THE EVENT OF AN EMERGENCY, PLEASE CALL 911.

PLEASE READ THIS TERMS AND CONDITIONS AGREEMENT (“AGREEMENT”) CAREFULLY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND CRISISGO, INC. (“CRISISGO,” “COMPANY,” “WE,” OR “US”).

IF YOU ARE UNDER THE AGE OF 18, YOU MUST HAVE YOUR PARENT OR GUARDIAN READ THE AGREEMENT BELOW AND AGREE TO IT FOR YOU. IF YOU DON'T GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THIS, YOU DON'T HAVE PERMISSION TO USE CRISISGO'S SERVICES. ALWAYS GET AN ADULT'S PERMISSION BEFORE GOING ONLINE.

SECTION 18 OF THIS AGREEMENT IS AN ARBITRATION CLAUSE THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT. SEE SECTION 18 FOR MORE INFORMATION REGARDING THIS ARBITRATION CLAUSE, AND HOW TO OPT OUT.

By accessing or using any website with an authorized link to this Agreement (“Website”) or any mobile application with an authorized link to this Agreement (“Application”), registering an account or accessing or using any content, information, services, features or resources available or enabled via the Website or Application (collectively with the Website and Application, the “Services”), clicking on a button or taking another action to signify your acceptance of this Agreement, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published through the Services; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract (or you have your parent's permission to use the Services, and your parent or guardian has read and agrees to this Agreement on your behalf); and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf you use the Services. Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Services.

Your use of the Services is also subject to any additional terms, conditions and policies that we separately post on the Services (“Supplemental Terms”) which are incorporated by reference into this Agreement.

Subject to Section 18.9 of this Agreement, CrisisGo reserves the right to modify this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement or any applicable Supplemental Terms on the applicable Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

1 Registration. When registering an account for the Services (“Account”), you agree to provide only true, accurate, current and complete information requested by the registration form (the “Registration Data”) and to promptly update the Registration Data thereafter as necessary. You represent that you are not barred from using the Services under any applicable law and that you will be responsible for all activities that occur under your Account. You agree to monitor your Account to restrict its use by unauthorized users and agree not to share your Account or password with anyone. You further agree to notify CrisisGo immediately of any unauthorized use of your password or any other breach of the security of your Account and to exit from your Account at the end of each session. You agree not to create an Account using a false identity or alias or if you previously have been banned from using any of the Services. You further agree that you will not maintain more than one Account for the same CrisisGo service at any given time. CrisisGo reserves the right to remove or reclaim any usernames at any time and for any reason. You acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of CrisisGo.

2 Parent Obligations. The following section applies to you if you are a parent or legal guardian of a child using the Services:

2.1 Service Access Supervision. Subject to this Agreement, you may permit each child for whom the school has registered on the Services to access and use the Services. You are solely responsible for any use of the Services by your child, including but not limited to, all activities that occur under your child’s Account. You are solely responsible for ensuring your child complies with this Agreement.

2.2 Interaction Supervision. You are solely responsible for your child's interactions with other users of the Services and any other parties with whom your child interacts through the Services. You agree that CrisisGo will not be responsible for any liabilities incurred as the result of such interaction. You understand and agree that your child's use of the Services and interactions with others are at your child's own risk.

2.3 Parent COPPA Compliance. You hereby represent and warrant that you have provided consent to your child's school if your child is under the age of 13 in order to permit CrisisGo to collect information from such students in compliance with the Children's Online Privacy Protection Act ("COPPA"). If you believe that a child under the age of 13 has provided personally identifiable information to CrisisGo without your consent, it is your obligation to notify us as soon as possible at support@crisisgo.com.

3 School Faculty User Obligations. The following section applies to you if you are a school teacher, administrator, or other employee or independent contractor of a school or school district (each, a "Faculty User"):

3.1 FERPA. Certain information provided to CrisisGo in connection with the Services may be considered an education record ("Education Record") under the Family Educational Rights and Privacy Act ("FERPA"). FERPA protects the privacy of Education Records (namely, information related to students that is maintained by a school or school district), and limits when a school or school district may disclose a student's Education Records. Generally, under FERPA, a school or school district may not disclose personally identifiable information from a student's Education Records to a third party without the written consent of the student and/or the student's parent. Faculty Users are solely responsible for compliance with FERPA. Without limiting the generality of the foregoing, with respect to any student information that constitutes an Education Record under FERPA and is disclosed by a Faculty User to CrisisGo, the Faculty User hereby represents and warrants it has either complied with applicable statutory exemptions under FERPA or it has obtained the appropriate consent from the parents of the student if the student is under 18 years of age, or from the student if the student is 18 years of age and older, as required under FERPA to make such disclosure to CrisisGo and to grant CrisisGo the rights set forth in below under the section entitled "License from Faculty User".

3.2 School COPPA Compliance. You hereby represent and warrant that you have or will provide notice to and obtain consent of parents of students under 13 years old allowing CrisisGo to collect information from such students in compliance with COPPA.

3.3 License from Faculty User. You hereby grant to CrisisGo a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute, and display Education Records solely for the purposes of (a) providing the Services and (b) with respect to Anonymized Education Records only, improving the Services, product development, research or other purposes. For purposes of these terms, the term “Anonymized Education Records” refers to Education Records that have had all personally identifiable information, such as student name, date of birth, school information, and demographic information removed.

4 CrisisGo Obligations.

4.1 FERPA. CrisisGo shall not disclose personally identifiable information from an Education Record to third parties except in compliance with FERPA. Any Education Record held by CrisisGo will be made available to the school (or school district as appropriate) upon request by the school (or school district).

4.2 SOPIPA. CrisisGo shall not use or disclose “Covered Information” (as that term is defined in California Business & Professions Code section 22584) (“SOPIPA”) except in compliance with SOPIPA.

4.3 Data Security. CrisisGo shall implement and maintain reasonable security procedures and practices appropriate to the nature of any Sensitive Information it collects or maintains and will take reasonable steps to protect such Sensitive Information from unauthorized access, destruction, use, modification, or disclosure. “Sensitive Information” means, collectively, personally identifiable information from Education Records under FERPA and Covered Information under SOPIPA.

5 Consent to Receive Messages from School Faculty. By providing your mobile phone number to the Services, you hereby expressly consent to the school’s use of your mobile phone number to call or send you SMS audio and text messages. CrisisGo will not assess and charge for any calls or texts, but standard message charges or other charged from your wireless carrier may apply. To stop receiving such messages, please contact the applicable Faculty User.

6 Privacy. We respect the privacy of our users. By using our Services, you consent to our Privacy Policy, which is available at <https://www.crisisgo.com/s2sup-privacy>.

7 User Content.

7.1 Responsible Party for Content. You acknowledge that all content is the sole responsibility of the party from whom such content originated. This means that each user is entirely responsible for all content that such user makes available through the Services (“User Content”). CrisisGo has no obligation to pre-screen any content. You use all User Content and interact with other users at your own risk. Without limiting the foregoing, CrisisGo reserves the right in its sole discretion to pre-screen, refuse, or remove any content. CrisisGo shall have the right to remove any content that violates this Agreement or is otherwise objectionable.

7.2 User Interactions. CrisisGo reserves the right, but does not have any obligation, to intercede in disputes between users. You agree that CrisisGo will not be responsible or liable for any loss or damage of any sort incurred as the result of any interactions you or your child may have with other users, whether online or offline. YOU ACKNOWLEDGE AND AGREE THAT CRISISGO, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, THE “CRISISGO PARTIES”) ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD CRISISGO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR AND YOUR CHILD’S COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT CRISISGO DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES.

7.3 Ownership of Your Content. CrisisGo does not claim ownership of any User Content you make available on the Services (“Your Content”). However, when you as a user post or publish Your Content on or in the Services, you represent that you have all of the necessary rights to grant CrisisGo the license set forth in Section 7.4. Except with respect to Your Content, you agree that you have no right or title in or to any content that appears on or in the Services.

7.4 License to Your Content. Subject to any applicable Account settings that you select, you grant CrisisGo a right to use and display Your Content (in whole or in part) for the

purposes of operating, providing, and improving the Services for the use and benefit of the school.

7.5 Other Restrictions on User Conduct. You may only use the Services for the reporting and handling of bullying incidents, including other situations that you reasonably believe may threaten the safety of you or others, for school related purposes, and not for any other purpose. You agree not to use the Services for any purpose prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third-party to) (a) take any action or (b) make available any content on or through the Services that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without CrisisGo's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; or (v) impersonates any person or entity, including any employee or representative of CrisisGo.

8 Feedback. You agree that your submission of any ideas, suggestions, documents, and/or proposals to CrisisGo ("Feedback") is at your own risk and that CrisisGo has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to CrisisGo the right to use any Feedback in any way at any time without any additional approval or compensation.

9 Ownership of and License to Use CrisisGo Properties.

9.1 Use of the Services. Except with respect to User Content or information that is part of an Education Record, CrisisGo and its suppliers own all rights, title and interest in the Services. The Services are protected by copyright and other intellectual property laws throughout the world. Subject to this Agreement, CrisisGo grants you a non-exclusive, non-transferable, non-sublicensable, revocable, license to use the Services solely for your personal, school-related, non-commercial purposes and to download, install, and use a copy of the Application on mobile devices that you own or control. Any future release, update or other addition to the Services shall be subject to this Agreement. CrisisGo, its suppliers and service providers reserve all rights not granted in this Agreement.

9.2 Trademarks. CrisisGo's stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of CrisisGo and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. You will not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

9.3 Restrictions on Use of Services. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not frame or use framing techniques to enclose any trademark, logo or Services (including images, text, page layout or form) of CrisisGo; (c) you shall not use any metatags or other "hidden text" using CrisisGo's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website 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); (f) you shall not access the Services to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (i) you shall not interfere with or attempt to interfere with the proper functioning of the Services or use the Services in any way not expressly permitted by this Agreement; and (j) you shall not attempt to harm our Services, including but not limited to, by violating or attempting to violate any related security features, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" the Services. Any unauthorized use of the Services terminates the licenses granted by CrisisGo pursuant to this Agreement.

9.4 Updates. You understand that the Services are evolving. As a result, CrisisGo may require you to accept updates to the Services that you have installed on your mobile device. You acknowledge and agree that CrisisGo may update the Services with or

without notifying you. You may need to update third-party software from time to time in order to use the Services.

9.5 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use Services when using an Application. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

10 Application Restrictions.

10.1 App Stores. You acknowledge and agree that the availability of the Application is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (“App Store”). You acknowledge that this Agreement is between you and CrisisGo and not with the App Store. CrisisGo, not the App Store, is solely responsible for the Services, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using the Services, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce the terms of this Agreement.

10.2 Additional Terms for Apple App Store Sourced Application. With respect to any Application accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

10.2.1 You acknowledge and agree that (i) this Agreement is concluded between you and CrisisGo only, and not Apple, and (ii) CrisisGo, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

10.2.2 You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

10.2.3 In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between CrisisGo and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of CrisisGo.

10.2.4 You and CrisisGo acknowledge that, as between CrisisGo and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

10.2.5 You and CrisisGo acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between CrisisGo and Apple, CrisisGo, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

10.2.6 You and CrisisGo acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the terms of this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

10.2.7 Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

11 Third-Party Links. The Services may contain links to third-party services such as third party websites, applications, or ads (“Third-Party Links”). When you click on such a link, we will not warn you that you have left the Services. CrisisGo does not control and is not responsible for Third-Party Links. CrisisGo provides these Third-Party Links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, or any content, products or services accessible through such links. Your use of all Third-Party Links is at your own risk.

12 Indemnification. You agree to indemnify and hold the CrisisGo Parties harmless from any damages, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any claims concerning: (a) Your Content; (b) your misuse of the Services; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any users; or (e) your violation of any applicable laws, rules or regulations. CrisisGo reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CrisisGo in asserting any available defenses. This provision does not require you to indemnify any of the CrisisGo Parties for any unconscionable commercial practice by such party or for such party’s negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact. You agree that the provisions in this section will survive any termination of your Account, this Agreement or your access to the Services.

13 Disclaimer of Warranties and Conditions. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CRISISGO PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES. CRISISGO PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS OR (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

IF YOU RELY ON ANY DATA OR INFORMATION OBTAINED THROUGH OUR SERVICES, YOU DO SO AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF SUCH DATA OR INFORMATION.

OUR SERVICES ARE PROVIDED WITH THE UNDERSTANDING THAT CRISISGO AND ITS USERS ARE NOT ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING OR OTHER PROFESSIONAL SERVICES OR ADVICE. OUR SERVICES ARE NO SUBSTITUTE FOR PROFESSIONAL SERVICES OR ADVICE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14 Limitation of Liability.

14.1 Disclaimer of Certain Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CRISISGO PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE OR FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT CRISISGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT THE CRISISGO PARTIES ARE LIABLE TO YOU EXCEED THE GREATER OF (A) THE TOTAL AMOUNT ACTUALLY PAID TO CRISISGO BY YOU DURING THE TWELVE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE OR REGULATION UNDER WHICH SUCH CLAIM ARISES, OR (C) ONE HUNDRED DOLLARS (\$100). THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A CRISISGO PARTY FOR (X) DEATH, TANGIBLE PROPERTY DAMAGE, OR PERSONAL INJURY CAUSED BY A CRISISGO PARTY'S GROSS NEGLIGENCE OR FOR (Y) ANY INJURY CAUSED BY A CRISISGO PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

14.3 User Content and Settings. THE CRISISGO PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

14.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CRISISGO AND YOU.

14.5 Exclusions. THE LAWS OF SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS.

15 Procedure for Making Claims of Copyright Infringement. If you believe content posted on the Services infringes your copyright rights, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Correspondence to our Copyright Agent regarding notice of claims of copyright infringement should be addressed to: CrisisGo, Inc., 640 W. California Ave., Suite 210, Sunnyvale, CA 94086.

16 Termination.

16.1 Termination; Effect of Termination. At its sole discretion, CrisisGo may modify or discontinue the Services, or may modify, suspend or terminate your access to the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Services, CrisisGo reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Services is terminated, this Agreement will remain enforceable against you.

16.2 Deletion of Sensitive Information. Upon Termination of your Account, you may request that CrisisGo delete any Sensitive Information from its live databases and CrisisGo agrees to take commercially reasonable steps to honor such request in a reasonable amount of time not to exceed ninety (90) days. You understand and agree that CrisisGo may continue to have Sensitive Information in archive files or similar databases. You further agree that CrisisGo has no obligation to delete aggregated or anonymized information. CrisisGo may retain and use such aggregated or anonymized information for any purpose consistent with applicable law.

17 International Users. The Services are controlled and offered by CrisisGo from its facilities in the United States of America. CrisisGo makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

18 Dispute Resolution. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires you to arbitrate most disputes with CrisisGo and limits the manner in which you can seek relief from us.

18.1 Applicability of Arbitration Agreement. You agree that any dispute between you and us relating in any way to the Services or this Agreement, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or CrisisGo may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

IF YOU AGREE TO ARBITRATION WITH CRISISGO, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST CRISISGO ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING COVERED CLAIMS AGAINST CRISISGO ONLY IN AN INDIVIDUAL ARBITRATION

PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS ARBITRATION AGREEMENT.

18.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to CrisisGo, Inc., 640 W. California Ave., Suite 210, Sunnyvale, CA 94086. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and you cannot obtain a waiver from JAMS, CrisisGo will pay them for you. In addition, CrisisGo will reimburse all such JAMS' filing, administrative, hearing and/or other fees for claims with an amount in controversy totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

18.3 Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and CrisisGo. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written

award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

18.4 Waiver of Jury Trial. YOU AND CRISISGO HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT (OTHER THAN SMALL CLAIMS COURT AS PERMITTED HEREIN) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and CrisisGo are instead electing that all covered claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in section 18.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

18.5 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE FOR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, in the event that this section 18.5 is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor we shall be entitled to arbitration of such claim or dispute and instead the applicable claim or dispute shall be resolved in a court as set forth in section 19.5.

18.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of your decision to opt out to the following address: CrisisGo, Inc. 640 W. California Ave., Suite 210, Sunnyvale, CA 94086 or email to support@crisisgo.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your CrisisGo username (if any), the email address you used to set up your CrisisGo account (if you have one), and a clear statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have with us, or may enter into in the future with us.

18.7 Severability. Subject to section 18.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

18.8 Survival of Agreement. This Arbitration Agreement will survive the termination or expiration of the Agreement or your relationship with CrisisGo.

18.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if CrisisGo makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) of which you had already provided notice to CrisisGo.

19 General Provisions.

19.1 Electronic Communications. The communications between you and CrisisGo use electronic means, whether you visit the Services or send CrisisGo e-mails, or whether CrisisGo posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from CrisisGo in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that CrisisGo provides to you electronically will have the same legal effect that such communications or documents would have if they were set forth in "writing." The foregoing sentence does not affect your statutory rights.

19.2 Assignment. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without CrisisGo's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

19.3 Force Majeure. CrisisGo shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

19.4 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact our customer service department using the contact information available on the Services. We will do our best to address your concerns.

19.5 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and CrisisGo agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state courts in Santa Clara County, California or federal courts located in the Northern District of California.

19.6 Governing Law. THIS AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW OR OTHER PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT.

19.7 Notice. Where CrisisGo requires that you provide an e-mail address, you are responsible for providing CrisisGo with your most current e-mail address. In the event that the last e-mail address you provided to CrisisGo is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, CrisisGo's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to CrisisGo at the following address: CrisisGo, Inc., 640 W. California Ave., Suite 210, Sunnyvale, CA 94086. Such notice shall be deemed given when received by CrisisGo by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

19.8 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

19.9 Severability. Subject to Section 18.5, if any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as

possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

19.10 Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law.

19.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.