



LOGIN/REGISTER

# Convetit User Agreement

## Introduction

This User Agreement, the User Privacy Notice, any non-disclosure agreement you have with Convetit, Inc. ("Convetit"), and all policies posted on our sites set out the terms on which Convetit, Inc. offers you access to and use of our platform, site, services, applications and tools (collectively "Services"). You can find an overview of our policies here [https://convetit.com/privacy\\_policy](https://convetit.com/privacy_policy). All policies and the User Privacy Notice are incorporated into this User Agreement. You agree to comply with all of the above when accessing or using our Services.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE REGISTERING FOR OR USING THE SERVICES. BY CLICKING ON THE "I AGREE" BOX OR USING THE SERVICES YOU SIGNIFY THAT YOU HAVE READ AND ACCEPT THIS USER AGREEMENT. YOU ARE NOT PERMITTED TO USE THE SERVICES IF YOU DO NOT ACCEPT THIS USER AGREEMENT.

**IF YOU ARE A CLIENT OF CONVETIT, AND YOUR ORGANIZATION HAS NEGOTIATED SPECIFIC TERMS AND CONDITIONS (YOUR "CLIENT AGREEMENT") WITH CONVETIT, YOUR CLIENT AGREEMENT WILL PREVAIL WITH RESPECT TO ANY TERMS THAT CONFLICT WITH THOSE SET FORTH IN THIS DOCUMENT.**

Please be advised that this User Agreement contains provisions that govern how claims you and Convetit have against each other are resolved (see the Disclaimer of Warranties; Limitation of Liability, Release, Indemnity and Legal Disputes provisions below). This User Agreement also contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against Convetit to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Legal Disputes). Unless you opt out: (1) you will only be permitted to pursue claims against Convetit on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

## About Convetit

Convetit provides a platform that allows users to seek and obtain the knowledge and opinions of other users who are experts in their fields. The actual contract for services is directly between the Client and the Experts. As used herein, “Client” refers to an individual or entity that creates an account and commissions a study, infographic, white paper, analysis, summary, report or other deliverable or work product on a specific topic or subject (“Report”) through the Services. “Expert”<sup>1</sup> refers to an individual or entity that creates an account for the purpose of using the Services to provide information, opinions or advice on a specific topic or subject. “Facilitator”<sup>2</sup> refers to an individual or entity that creates an account for the purpose of using the Services to facilitate the production of a Report. “Open Board” refers to two or more Experts that use the Services to jointly produce a Report. “You” refers to you, acting as the “Client,” “Expert,” or “Facilitator.”

### Using the Services

By using the Services, you represent and warrant that you are at least 18 years of age. If you are accessing the Services on behalf of a corporation, partnership, limited liability company or other legal entity (“Company”), you represent that you are authorized to act on behalf of the Company and bind such Company to this User Agreement.

Convetit hereby authorizes you to use the Services for your own personal or (for Clients) internal business purposes (“Permitted Purposes”). If you breach this User Agreement, this User Agreement and the foregoing license will terminate automatically and you must immediately cease using the Services.

In order to access and use the Services and Reports offered on and through the Services and to provide Content, you must successfully register an account with Convetit. If you want a Services account, you must submit certain information through the account or user registration page.

Clients must submit the following information:

- A working email address;
- Preferred password; and
- Such other information as required by the registration form.

Experts, Open Board Leads and Facilitators must submit the following information:

- A working email address;
- Preferred password;

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<sup>1</sup> Also referred to as a “member of a board” in other contexts at Convetit.

<sup>2</sup> In Convetit’s marketing literature, “Facilitators” are also referred to as “Partners.” To avoid any confusion, we do not use the term “Partner” in this agreement as we do not intend to apply the legal meaning of the term “Partner” to Facilitators.

- A method to receive payment and W9 info (SSN or other tax exemption details);
- First and last name;
- Such other information as required by the registration form, including an [Employer Consent form](#), if required.

You may also provide additional, optional information so that Convetit can provide you a more customized experience when using the Services. Once you submit the required registration information and give your assent to this User Agreement, you will be able to use the Services. 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.

You are responsible for complying with this User Agreement when you access the Services, whether directly or through any account that you may setup through or on the Services. Because it is your account, it is your responsibility to obtain and maintain all software, devices, hardware, equipment and services needed for access to and use of the Services and to pay all related charges. It is also your responsibility to maintain the confidentiality of your password. Should you believe your password or security for the Services has been breached in any way, you must immediately notify Convetit.

Convetit authorizes your use of the Services only for Permitted Purposes. Any other use of the Services beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of the Services. As between you and Convetit, all rights in the Services remain Convetit's property. You shall not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the software used to provide the Services in any manner. There are no implied rights. All rights not expressly granted to you by Convetit are hereby reserved.

Unauthorized use of the Services may result in violation of various United States and international copyright laws.

In using the Services, you shall not do any of the following:

- Use the Services in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- Stalk, harass, or harm another individual;
- Misrepresent yourself or your background or impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Interfere with or disrupt the Services or servers or networks connected to the Services or the ability of others to access and use Services;
- Use any data mining, robots, spider, scraper, or similar data gathering or extraction methods in connection with the Services;
- Attempt to gain unauthorized access to any portion of the Services or any other accounts, computer systems, or networks connected to the Services, whether through hacking, password mining, or any other means;

- Post, submit, provide or upload content that is false, inaccurate, misleading, defamatory, or libelous, infringing or to which you do not have sufficient rights;
- Breach or circumvent any Convetit's systems, policies, or determinations of your account status;
- Fail to pay for items purchased by you;
- Fail to deliver Reports sold by you, unless you have a valid reason as set out in a Convetit policy, for example, the Client fails to comply with the terms of your agreement;
- Transfer your Convetit account and user ID to another person or entity without our consent;
- Distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- Distribute viruses or any other technologies that may harm Convetit, or the interests or property of users;
- Interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- Reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content or Reports available from the Services that belongs to another, except where you have purchased the Report or are working as a Open Board to prepare a Report and have the permission of the others in the Open Board;
- Engage in any use of a Report or the Services other than those uses specifically authorized herein or in any other written agreement signed by you and Convetit.
- Commercialize the Services or any information or reports associated with the Services;
- Harvest or otherwise collect information about users without their consent;
- or
- Circumvent any technical measures Convetit uses to provide the Services.

If you are a Facilitator or an Expert, you hereby agree that Convetit may use your name, nickname, image, photograph, likeness, caricature, endorsement, signature, initials, biography, biographical material, reputation, voice, all facsimiles thereof, and all goodwill pertaining thereto or associated therewith on and otherwise in connection with the Services and the marketing and promotion thereof.

#### Clients

If you are a Client, you hereby agree that Convetit may use your company's name and logo on and otherwise in connection with the Services and the marketing and promotion thereof unless you opt-out by providing Convetit instructions in writing not to use your company's name and logo.

#### Facilitators

If you are a Facilitator, you represent, warrant and covenant that you will facilitate the production of Reports in a timely, professional and workmanlike manner in accordance with Convetit's policies, procedures and requirements for Facilitators, including best practices that must be followed. You further represent, warrant and covenant that the deliverables and work product produced by Experts and Boards that you have facilitated through the Services will be of professional quality and conform to generally accepted industry practices.

## Experts

If you are an Expert, you represent, warrant and covenant that all services performed and deliverables and work product provided through the Services will be of professional quality and conform to generally accepted industry practices. You further represent, warrant and covenant that, when using the Services, your communications will be proper and relevant. You, as an Expert, are responsible for fulfilling all assignments accepted through the Services, and hereby are agreeing to abide by the terms of, and complete, each assignment in accordance with the terms and schedule for such engagement. You may provide a copyright notice on the Content you provide.

## Open Board Leads

If you are the leader of an Open Board, you represent, warrant and covenant that you will serve as the steward for such engagement and ensure the engagement is performed, managed and completed in accordance with the requirements for the engagement (including schedule) and Convetit's policies, procedures and requirements for Open Board leads, including best practices that must be followed by Open Board leads. You agree that Convetit may replace you as an Open Board lead at any time for any failure to comply with Convetit's policies, procedures and requirements for an Open Board lead or to perform, manage or complete in accordance with the requirements for the engagement (including schedule).

## Content

"Content" means any text, images, pictures, photographs, audio, video, illustrations, graphics, data, information, or other works of authorship, content or materials of any nature that are submitted, uploaded, posted, provided to, or appear on the Services.

By providing Content to the Services, each Expert, Facilitator and Open Board Lead grants Convetit a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license (with the right to sublicense through multiple tiers) to use, copy, reproduce, process, adapt, modify, create derivative works of, publish, transmit, display, perform and distribute such Content but only in connection with the operation and provision of the Services to a specific Client and the advertising and promotion thereof, in any and all media or distribution methods (now known or later developed). You agree that this license includes the right for other users of the Services (including other members of your Open Board) to use, reproduce, display, modify and create derivative works of your

Content solely in connection with the preparation of a Report, and for Convetit in its discretion to make your Content available to others, including as part of a Report or an abstract thereof. Such additional uses by Convetit or others may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services, with the sole exception of compensation that may be paid to you for Content included in Reports sold through the Services. Such compensation will be determined and paid in accordance with Convetit's then-current compensation policies and procedures. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights or any other intellectual property or publicity rights against Convetit, Convetit's sub-licensees, or our assignees.

By submitting any Content, each Expert, Facilitator and Open Board Lead represents, warrants and covenants that:

- you own all rights in Content you submit (including, without limitation, all rights to the use, reproduction, display, performance, modification, creation of derivative works, distribution and other exploitation of your Content) or, alternatively, you have acquired all necessary rights in such Content to enable you to grant to Convetit the rights in such Content as described in this User Agreement;
- if you are currently employed, and have not completed an Employer Consent Form (see [https://convetit.com/employer\\_consent](https://convetit.com/employer_consent)), the Content was created on your own time and your own (not an employer's) computers or other equipment, and the Content reflects your opinion or your interpretation of publicly available information.
- If the use of Content by Convetit and/or its client means that you owe a third party any license fees, clearance fees, or other financial obligations of any kind, arising from any use or commercial exploitation of your Content, you agree to pay such fees and continue to do so as long as necessary;
- your Content does not infringe or violate the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- you voluntarily hereby waive all moral rights that you may have in your Content;
- your Content does not reveal any trade secret, unless the trade secret belongs to you or you have the owner's permission to disclose it;
- the information contained in your Content is not known by you to be false, incorrect, inaccurate, deceptive or misleading, including by impersonating others or otherwise misrepresenting your expertise or affiliation with a person or entity;
- your Content does not contain other people's private or personally identifiable information, including without limitation any addresses, email addresses, contact information, phone numbers or other third party contact information, without their express authorization and permission; or

- your Content does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- your Content is not, and may not reasonably be considered to be, defamatory, abusive, threatening, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- you were not and will not be compensated or granted any consideration by any third party for submitting your Content other than compensation as determined and paid in accordance with our then-current compensation policies and procedures;
- your Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- your Content does not contain any information that you consider confidential, proprietary, or personal; and
- your Content does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

Convetit will make available to each Expert, Facilitator and Open Board Expert an [“Expert’s Employer Consent” form](#). If necessary, Experts, Facilitator and Open Board Experts will obtain their employer’s consent, which confirms that, if the individual who is creating Content is employed by a business, university or other organization, that employer is aware of and consents to the individual’s delivery of Content to Convetit and the Client. This form must be completed before that individual begins work on any Client engagement.

It is understood that any Content created specifically for or provided by a Client is the property of the Client, is subject to the Non-Disclosure Agreement (“NDA”) executed separately with that Client, and will be treated as Confidential Information subject to that NDA.

Convetit may, but is not obligated to, pre-screen Content or monitor any area of the Services through which Content may be submitted. Convetit is not required to host, display, or distribute any Content on or through the Services and may remove at any time or refuse any Content for any reason. Convetit is not responsible for any plagiarism, loss, theft, misappropriation, or damage of any kind to any Content. Further, you agree that Convetit may freely disclose your Content to any third party absent any obligation of confidence on the part of the recipient.

## Reports

Subject to your compliance with the terms of this User Agreement and the engagement, Convetit hereby grants you, as the Client, for Reports that you purchase, a perpetual, worldwide, non-exclusive, royalty-free license to use such Reports internally and only for your own internal business purpose. You may also make copies of the Reports as

necessary to use them internally. There are no implied rights. All rights not expressly granted are reserved.

## Fees

The fees Convetit charges for using the Services or obtaining Reports are listed in your Client portal on our website. Convetit may change the fees it charges its Clients from time to time by posting the changes on the Client portal to our website. No advance notice of those changes is required.

You must have a payment method on file when selling on the Services and pay all fees and applicable taxes associated with the Services by the payment due date. If your payment method fails or your account is past due, Convetit may collect fees owed by charging other payment methods on file with it or retaining collection agencies and legal counsel. In addition, you will be subject to late fees. Convetit, or the collection agencies it retains, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information Convetit reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at Convetit Inc., 628 Middlefield Road, Palo Alto, CA 94301. If you wish to dispute the information a collection agency reported to a credit bureau regarding your Convetit account, you must contact the collection agency directly.

Each Client is responsible for all taxes and other charges imposed by any taxing authority (other than tax on Convetit's net income) in connection with or relating to the use of the Services (including taxes imposed on any of the Reports you purchase).

## User Privacy

Convetit respects the information that you provide to us, and wants to be sure you fully understand exactly how Convetit uses that information. Please review Convetit's Privacy Policy ("Privacy Policy") [https://convetit.com/privacy\\_policy](https://convetit.com/privacy_policy), which explains everything.

## Intellectual Property

Convetit respects the intellectual property rights of others and expects you to do the same. Accordingly, Convetit has a policy of removing Content that violates intellectual property rights of others, suspending access to the Services (or any portion thereof) to any user who uses the Services in violation of another's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the Services in violation of another's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, Convetit has implemented procedures for receiving written notification of claimed copyright infringement and for



processing such claims in accordance with such law. If you believe your copyright or other intellectual property right is being infringed by a user of the Services, please provide written notice to Convetit's Agent for notice of claims of infringement:

Attn: DMCA Agent  
Address: 628 Middlefield Road  
Palo Alto, CA 94301  
Email: [support@convetit.com](mailto:support@convetit.com)

To be sure the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow Convetit to locate that material;
- Contain adequate information by which Convetit can contact you (including postal address, telephone number, and e-mail address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

### Submitting a DMCA Counter-Notification

Convetit will notify you that Convetit has removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, you may provide Convetit's Agent with a written counter-notification that includes the following information:

1. your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

4. your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Convetit may be located, and that you will accept Services of process from the person who provided notification of allegedly infringing material or an agent of such person.

#### Termination of Repeat Infringers

Convetit reserves the right, in Convetit's sole discretion, to terminate the account or access of any user of the Services who is the subject of repeated DMCA or other infringement notifications.

#### Additional Terms

By using the Services, you consent to receiving electronic communications from Convetit. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services. These electronic communications are part of your relationship with Convetit. you agree that any notices, agreements, disclosures or other communications that Convetit sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Convetit thinks links are convenient, and Convetit sometimes provide links on the Services to third-party websites. If you use these links, you will leave the Services. Convetit is not obligated to review any third-party websites that you link to from the Services, Convetit does not control any of the third-party websites, and Convetit is not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, Convetit does 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 from the Services, you do this entirely at your own risk and you must follow the privacy policies and User Agreement and conditions for those third-party websites.

#### Disclaimer of Warranties; Limitation of Liability

YOU ACKNOWLEDGE THAT CONVETIT IS NEITHER RESPONSIBLE FOR EXPERTS' OBLIGATIONS TO PROVIDE REPORTS COMMISSIONED THROUGH THE SERVICES NOR FOR CLIENT'S OBLIGATIONS TO PAY FOR THOSE REPORTS. IN ADDITION, CONVETIT IS NOT LIABLE FOR ANY DELAYS OR OTHER FAILURES IN THE DELIVERY OF PAYMENTS DUE TO THE ACTIONS OR INACTIONS OF ANY PAYMENT PROCESSOR OR OTHER THIRD PARTY.

THE SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH YOU.

CONVETIT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SERVICES AND THE REPORTS, 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.

CONVETIT DOES NOT PROMISE YOU THAT THE SERVICES OR REPORTS ARE ACCURATE, CORRECT OR FREE OF PROBLEMS. Without limiting the generality of the foregoing, Convetit makes no warranty that the Services or Reports will meet your needs or requirements or that the Services will be uninterrupted, timely, secure, or error free or that defects or errors in the Services or mistakes or errors in any Reports will be corrected. Convetit makes no warranty as to the results that may be obtained from the use of the Services or Reports or as to the accuracy or reliability of any information obtained through the Services, including any Reports. Use of and reliance on the Reports is at your own risk. No advice or information, whether oral or written, obtained by you through the Services or from Convetit shall create any warranty. Convetit disclaims all equitable indemnities. CONVETIT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT ANY CONTENT OR REPORT WHICH YOU PRODUCE WILL HAVE ANY MINIMUM NUMBER OF SALES OR ANY SALES AT ALL.

IN NO EVENT SHALL CONVETIT BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, REGARDLESS OF WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CONVETIT KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL CONVETIT’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT CONVETIT RECEIVED FROM YOU VIA OUR SERVICES DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT FIRST GIVING RISE TO THE CLAIM.

#### Release

If you have a dispute with one or more users – whether they are Clients, Facilitators, Experts, or Open Board Leads – you release Convetit (and its affiliates and subsidiaries, and its and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (under California Civil Code Section 1542 or any other statutory or regulatory provision of similar effect) that

would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

## Indemnity

You hereby agree to indemnify and hold Convetit (and its affiliates and subsidiaries, and its and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of the Services or your breach of any law or violation of the rights of a third party.

## Legal Disputes

Please Read This Section Carefully. It Affects your Legal Rights.

This section facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy, whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of this section (with the exception of the enforceability of the Class Action Waiver clause below) that may arise between you and Convetit. The term “dispute” is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to you (such as Convetit’s licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against Convetit in the same proceeding.

This section provides that all disputes between you and Convetit shall be resolved by binding arbitration because acceptance of this User Agreement constitutes a waiver of your right to litigation claims and all opportunity to be heard by a judge or jury. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this user agreement and can award the same damages and relief as a court (including attorney’s fees). You may, however, opt-out of this section, which means you may bring claims in a court, before a judge or jury, and/or participate in or be represented in a case filed in court by others (including, but not limited to, class actions). **CONVETIT AND YOU AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS SECTION.**

## Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give Convetit an opportunity to resolve the Dispute which is first done by emailing to Convetit at [legal@convetit.com](mailto:legal@convetit.com) the following information: (1) your name, (2) your address, (3) a

written description of your Claim, and (4) a description of the specific relief you seek. If the Dispute is not resolved within 45 days after receiving your notification, then you may pursue your Dispute in arbitration. You may pursue your dispute in a court only under the circumstances described below.

#### Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or Convetit may choose to pursue a Dispute in court and not by arbitration if: (a) the Dispute qualifies for initiation in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS USER AGREEMENT (the “Opt-Out Deadline”). You may opt-out of this section by emailing Convetit at [legal@convetit.com](mailto:legal@convetit.com) the following information: (1) your name; (2) your address; (3) a clear statement that you do not wish to resolve disputes with Convetit through arbitration. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or small claims court.

#### Arbitration Procedures

If this section applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or Convetit may initiate arbitration proceedings. JAMS, [www.jamsadr.com](http://www.jamsadr.com), will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this section.

The JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. This section governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Services and this User Agreement concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all disputes. However, for claims against Convetit, the substantive law of the State of California shall apply unless preempted by U.S. federal law.

*Arbitration Award* – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

*Location of Arbitration* – Any arbitration proceedings brought under the terms of this User Agreement shall take place in San Jose, California.

#### Class Action Waiver

Except as otherwise provided in this section, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Convetit specifically agree to do so following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of the Arbitration section, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Services can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

#### Jury Waiver

By accepting this arbitration provision in this User Agreement, you and Convetit are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this section, you and Convetit 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.

#### Severability

If any clause within this section (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this section whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire section will be unenforceable and the dispute will be decided by a court.

#### Continuation

This arbitration section shall survive the termination of your account with Convetit or Convetit's affiliates and your discontinued use of the Services. Notwithstanding any provision in this Agreement to the contrary, Convetit agrees that if Convetit make any change to this section (other than a change to the Notice Address), you may reject any such change and require Convetit to adhere to the language in this section if a dispute between Convetit arises.

#### General.

Convetit may alter the Services that Convetit offerS to you and/or choose to modify, suspend or discontinue any Reports and the Services at any time and without notifying you.

Convetit may also amend this User Agreement from time to time. Convetit may inform you of any modifications to this User Agreement by presenting them when you log-in and asking you to accept a subsequent version of this User Agreement through an electronic click-through agreement, by posting them on the Services or by emailing them to you. If you object to any such modifications, your sole recourse shall be to cease using the Services. Your continued access or use of the Services constitutes your acceptance of the amended terms. Also, please know that this User Agreement may be superseded by expressly-designated legal notices or User Agreement located on particular pages of the Services. These expressly-designated legal notices or terms are incorporated into this User Agreement and supersede the provision(s) of this User Agreement that are designated as being superseded. This User Agreement may not otherwise be amended except through mutual agreement by you and an Convetit representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

Convetit control and operate the Services from Convetit's headquarters in the United States of America and the entirety of the Services may not be appropriate or available for use in other locations. If you use the Services outside the United States of America, you are solely responsible for following applicable local laws.

Convetit may provide links on the Services to third-party websites. If you use these links, you will leave the Services. Convetit is not obligated to review any third-party websites that you link to from the Services, Convetit does not control any of the third-party websites, and Convetit is not responsible for any of the third-party websites (or the products, services, or content available through any of them). Convetit does not endorse or make any representations about any 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 from the Services, you do this entirely at your own risk and you must follow the privacy policies and terms and conditions for those third-party websites.

Any submissions by you to Convetit (e.g., comments, questions, suggestions, materials – collectively, "Feedback") through any communication whatsoever (e.g., call, fax, email) about the Services will be treated as both non-confidential and non-proprietary. You hereby assign to Convetit all right, title, and interest in, and Convetit is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including, but not limited to, developing, making, having made, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree

that Convetit is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Convetit will use reasonable efforts to notify you if Convetit believes that you are not complying with this User Agreement and may provide you with an opportunity to cure the non-compliance. However, certain violations of this User Agreement, as determined by Convetit, may require immediate termination of your access to the Services without prior notice to you. The Federal Arbitration Act, California state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern this User Agreement. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to this User Agreement or the Services will be heard in the courts located in Santa Clara County, California. If any of this User Agreement is deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other User Agreement will be modified. By choosing not to enforce any provision of this User Agreement, Convetit is not waiving Convetit's rights. This User Agreement, the User Privacy Notice, any non-disclosure agreement you have with Convetit, and all policies set forth the entire agreement between you and Convetit and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between you and Convetit with respect to the Services. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of this User Agreement.

Convetit reserves the right in its discretion to suspend or terminate your account at any time, and to pursue any other remedy or relief available under equity or law.

The policies posted on the Services may be changed from time to time. Changes take effect when Convetit post them on the Services.

Except as otherwise provided in this User Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In Convetit's sole discretion, it may assign this User Agreement and its rights hereunder.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Convetit's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Convetit does not guarantee it will take action against any breach of this User Agreement.

The following Sections survive any termination of this User Agreement: Content, Intellectual Property, Disclaimer of Warranties; Limitation of Liability; Indemnity, Legal Disputes and General.



“Convetit” and “Open Boards” are trademarks that belongs to Convetit. Other trademarks, names and logos appearing on the Services are the property of their respective owners.

If you have any questions about this User Agreement or otherwise need to contact Convetit for any reason, you can reach Convetit at [support@convetit.com](mailto:support@convetit.com).

## About Us

Powered by an open platform of real world problem solvers, Convetit brings professionals together for intense dialogues in online moderated engagements. These hands-on experiences provide an unbiased view into where markets and solutions are headed next. Pivot faster than your competition and get breakthrough perspective with curated teams of experts, on demand.

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