

# Terms of Service

Last Updated: June 3, 2019

PLEASE READ THIS LEGAL DOCUMENT CAREFULLY. Integrated Platform Services LLC, also known as Constance and together with our affiliates (“Constance”, “we”, or “us”) provides a subscription check-in and reporting service for families of seniors who live independently and related products, services, content and features through Constance websites [the “Constance Site(s)”], via telephone through our Services, and through mobile, desktop, or device applications [including iOS and Android applications (“Apps”)] and Constance-controlled social media pages (including on Facebook, Instagram, Spotify and Twitter). To make these Terms easier to read, the Constance Sites and Apps, telephone check-in service, and Constance-controlled social media pages are collectively called the “Services”. By registering as a member or by visiting, browsing, or using the Services in any way, you (as a “user”) accept and agree to be bound by these Terms of Service (“Terms”), which forms a binding agreement between you and Constance.

**PLEASE READ: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 18). READ CAREFULLY, INCLUDING YOUR RIGHT, IF APPLICABLE, TO OPT OUT OF ARBITRATION. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 18 BELOW, OR WHERE PROHIBITED BY LAW, BY ENTERING INTO THESE TERMS YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND CONSTANCE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

If you do not wish to be bound by these Terms, you may not access or use the Services. Certain elements of the Services may be subject to additional terms and conditions specified from time to time; your use of those elements of the Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

## 1. WHO MAY USE THE SERVICES

**Age Requirement.** You must be at least 18 years old, or the age of legal majority in your jurisdiction of residence, to register with and use the Services.

We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you, and the right to access and use the Services is revoked where these Terms or use of the Services is prohibited or conflicts with any applicable law, rule or regulation. Further, the

Services is offered only for your personal, non-commercial use, and not for the use or benefit of any third party.

## 2. LICENSE TO USE THE SERVICES

**License.** Subject to your compliance with these Terms, Constance grants you a limited, non-transferable, non-exclusive, revocable license to access and use the Services for your own personal, non-commercial purposes. This license includes the right to view Content (defined below) available on the Services. This license is personal to you and may not be assigned or sublicensed to anyone else.

**Restrictions.** Except as expressly permitted in writing by an authorized representative of Constance, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Services, nor will you take any measures to interfere with or damage the Services. All rights not expressly granted by Constance in these Terms are reserved.

## 3. PRIVACY

Our Privacy Policy forms a part of these Terms. Please review the Privacy Policy to learn about:

- What information we may collect about you;
- What we use that information for; and
- With whom we share that information.

## 4. MEMBERSHIP REQUIREMENTS REGISTRATION

To enjoy full access to the Services, you must register as a member of the Services and enter into a subscription agreement for access to our check-in service, Content and features (a "Subscription"). Your Subscription is governed by the Membership Terms. You must provide complete and accurate registration information to Constance, complete the Subscription process, and notify us if any of your information changes. If you fail to keep your account information up to date, we may have to suspend or terminate your Subscription.

**Account Security.** You are responsible for all activity that occurs under your account, including any activity by unauthorized users. You may not allow others to use your account. You must safeguard the confidentiality of your password, and if you are using a device that others have access to, log out of your account after using the Services. If you become aware of an unauthorized access to your account, change your password and notify our support team immediately.

## 5. MEMBERSHIP STRUCTURE & FEES

Constance will provide information on its then-current membership and Subscription requirements on the Constance Site and/or by other means through the Services. Features and prices are subject to change.

## 6. SALE OF PRODUCTS & SERVICES

Constance accepts orders for the Services and any other products that we may offer through the Constance Site or at retirement communities or similar facilities (each a “Community”). Please note that product, service and other information provided is subject to corrections and changes without notice. Graphics and diagrams are for illustrative purposes only and may not accurately reflect actual service availability. Variants depicted are for illustration only and are subject to change. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions.

Unless otherwise specified at the time of purchase, you must pay for products and services when you place the order. All products ordered will be delivered to the shipping address you provide. We reserve the right to cancel an order placed by you at any time and for any lawful reason prior to our delivery of the product(s) and receipt of payment in full from you, provided that we will refund any fees that you prepaid for those products. We may send an acknowledgment of receipt of your order to the email address you provide and/or proof of purchase information through the Constance Site or to your email address after your payment has been processed.

## 7. TERM & TERMINATION; ACCOUNT DELETION

**Term.** These Terms begin on the date you first use the Services and continue as long as you have an account with us and/or continue to use the Services.

**Termination.** Constance may, in Constance’s sole discretion, suspend, disable, or delete your account (or any part thereof) or block or remove any User Content (defined below) that you submitted, for any lawful reason, including if Constance determines that you have violated these Terms or that your conduct or User Content would tend to damage Constance’s reputation or goodwill. If Constance deletes your account, you may not re-register for or use the Services under any other user name or profile. Constance may block your access to the Services to prevent re-registration.

**Effect of Termination / Account Deletion.** Upon termination of these Terms all licenses granted by Constance will terminate. The following sections survive termination: Privacy, User Content, Indemnification, No Warranties, Limitation of Liability, Safety Warnings, Intellectual Property, Arbitration & Class Action Waiver, Governing Law and all general provisions. In the event of account deletion for any reason, User Content may no longer be available and Constance is not responsible for the deletion or loss of such User Content. For clarity, if you cancel your Subscription or

it is terminated for any reason, you will lose access to Constance’s check-in services and any other Content or features provided through the Services. Constance, in its sole discretion, may make available a very limited amount of Content or features to non-subscribers from time to time, and any use of that Content is governed by these Terms.

## **8. USER CONTENT**

“Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “User Content” means any content that users (including you) provide to be made available through the Services. Content includes, without limitation, User Content.

Any User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content submitted by or on behalf of you is accurate, complete, up-to-date, and in compliance with these Terms and with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. To the full extent permitted by law, we make no representations, warranties or guarantees with respect to any Content that you access on or through the Services.

As between you and Constance, you represent that you own (or have all rights necessary to grant Constance the rights below to) all User Content that you submit to the Services, and that Constance will not need to obtain licenses from any third party or pay royalties to any third party in order to use such User Content. You grant Constance a worldwide, perpetual, irrevocable, non-exclusive, sublicensable (through multiple tiers), transferable royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or later created), edit, modify, and make derivative works from your User Content (including, without limitation, translations) for any purpose whatsoever, commercial or otherwise, without compensation to you. In addition, you waive any so-called “moral rights” or rights of privacy or publicity in your User Content. You further grant all users of the Services permission to view your User Content for their personal, non-commercial purposes. If you make suggestions to Constance or through the Services about improving or adding new features or products to the Services or you otherwise provide feedback or testimonials, you hereby grant to Constance a worldwide, perpetual, irrevocable, non-exclusive, sublicensable (through multiple tiers), transferable royalty-free license and right to use, copy, modify, create derivative works based upon and otherwise exploit your suggestions, feedback and testimonials for any purpose, without any notice, compensation or other obligation to you.

You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not

be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

## 9. RIGHTS & TERMS FOR APPS

**Rights in App Granted.** Subject to your compliance with these Terms, Constance grants to you a limited non-exclusive, non-transferable, revocable license, with no right to sublicense, to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. Constance reserves all rights in and to the App not expressly granted to you under these Terms.

**Accessing App from an App Store.** The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now or in the future be made available (each an “App Provider”). You acknowledge and agree that:

- These Terms are between you and Constance, and not with the App Provider, and Constance (not the App Provider), is solely responsible for the App.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Constance.
- The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, Constance will be solely responsible for the investigation, defense, settlement and discharge of any

such intellectual property infringement claim to the extent required by these Terms.

- The App Provider and its affiliates are third-party beneficiaries of these Terms as related to your license to the App, and that, upon your acceptance of the Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.
- 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; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; (iii) you are not an individual, or associated with an entity, designated under the UK's Terrorist Asset-Freezing etc. Act 2010 (TAFSA 2010); and (iv) you are not otherwise subject to or affected in any way by any national security or terrorism related rules whether applicable to you personally or to your location or other circumstances.
- You must also comply with all applicable third party terms of service when using the App.

## **10. GENERAL PROHIBITIONS & CONSTANCE'S ENFORCEMENT RIGHTS**

You agree not to do any of the following:

a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person, animal, or entity; (vii) exploits minors or (viii) promotes illegal or harmful activities or substances;

b) Download and/or install any third party software and/or application on any Constance hardware that is not expressly permitted by Constance in writing;

c) Use, display, mirror or frame the Services or any individual element within the Services, Constance's name, any Constance trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Constance's express written consent;

- d) Access, tamper with, or use non-public areas of the Services, Constance's computer systems, or the technical delivery systems of Constance's providers;
- e) Attempt to probe, scan or test the vulnerability of any Constance system or network or breach any security or authentication measures;
- f) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Constance or any of Constance's providers or any other third party (including another user) to protect the Services or Content;
- g) Attempt to access, scrape or search the Services or Content or download Content from the Services, including through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools, plugins, add-ons or the like), other than the software and/or search agents provided by Constance or other generally available third-party web browsers;
- h) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- i) Use any meta tags or other hidden text or metadata utilizing a Constance trademark, logo URL or product name without Constance's express written consent;
- j) Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms or permitted expressly in writing by Constance;
- k) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
- l) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
- m) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- n) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- o) Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without Constance's express written consent;
- p) Impersonate or misrepresent your affiliation with any person or entity;

q) Violate any applicable law or regulation; or

r) Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, to comply with applicable law or other legal requirements and to maintain the integrity and reputation of the Services and Constance's systems. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## **11. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Constance and its directors, officers, employees, and agents, from and against all claims, damages, losses and costs that arise from or relate to (i) your activities on the Services, (ii) any User Content submitted by or on behalf of you or (iii) your violation of these Terms.

## **12. THIRD PARTY LINKS & CONTENT**

There may be links on the Services that let you leave the particular Services you are accessing in order to access a linked site that is operated by a third party. Constance neither controls nor endorses these sites, nor has Constance reviewed or approved the content that appears on them. Constance is not responsible for the legality, accuracy or inappropriate nature of any content, advertising, products or other materials on or available from any such third party sites. You acknowledge and agree that Constance is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access or use of any of the links, content, goods or services available on or through these third party sites.

## **13. NO WARRANTIES**

Constance reserves the right to modify the Services, including, but not limited to updating, adding to, enhancing, modifying, removing or altering any Content or features of the Services, at any time, in its sole discretion. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the Services. Constance has no obligation to screen or monitor any Content and does not guarantee that any Content available on the Services is suitable for all users or that it will continue to be available for any length of time.

Constance provides the Services on an "AS IS" and "AS AVAILABLE" basis. You therefore use the Services at your own risk. Other than as expressly provided in writing

by Constance in connection with your purchase of a Constance product, to the extent permitted by law, Constance expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment and any other warranty that might arise under any law. Without limiting the foregoing, Constance makes no representations or warranties:

- That the Services is or will be permitted in your jurisdiction;
- That the Services will be uninterrupted or error-free;
- Concerning any Content, including User Content;
- Concerning any third party's use of User Content that you submit;
- That the Services will meet your personal or professional needs;
- That Constance will continue to support any particular feature of the Services.
- Concerning sites and resources outside of the Services, even if linked to from the Services.

To the extent that another party may have access to or view Content on your device, you are solely responsible for informing such party of all disclaimers and warnings in these Terms. TO THE EXTENT ANY DISCLAIMER OR LIMITATION OF LIABILITY DOES NOT APPLY, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL APPLICABLE EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WILL BE LIMITED IN DURATION TO A PERIOD OF 30 DAYS AFTER THE DATE ON WHICH YOU FIRST USED THE SERVICES, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

#### **14. LIMITATION OF LIABILITY**

To the fullest extent permitted by law: (i) Constance shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, economic or pure economic losses, goodwill, use, data, service interruption, computer damage, system failure, inability to use the Services or Content or other intangible losses, even if a limited remedy set forth herein is found to have failed its essential purpose; and (ii) Constance's total liability to you for all claims, in the aggregate, will not exceed the amount actually paid by you to Constance over the 12 months preceding the date your first claim(s) arose. If you live in a jurisdiction that does not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation does not apply to you. To the extent that one or any aspect of Constance's limitations set out above does not apply, all remaining aspects survive. The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between Constance and you.

## **15. SAFETY WARNINGS**

CONSTANCE, THROUGH THE SERVICES, OFFERS A CHECK-IN SERVICE FOR INFORMATIONAL PURPOSES ONLY. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE CONSTANCE SITE OR HEARD ON THE SERVICES. THE USE OF INFORMATION PROVIDED THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK AND IS NOT MEDICAL OR HEALTHCARE ADVICE. YOU SHOULD CALL 911 IMMEDIATELY IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY.

NOTHING STATED OR POSTED ON THE CONSTANCE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THESE TERMS, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE SERVICES ARE CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULL EXTENT PERMITTED BY LAW, CONSTANCE MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS AND NUTRITIONAL ADVICE THAT APPEARS HERE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE SERVICES WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

## **16. INTELLECTUAL PROPERTY**

You acknowledge that the Services contains software and other content that is protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Constance-generated content, and content provided to Constance by its partners and licensors, is copyrighted individually and/or as a collective work under the U.S. copyright laws and all applicable international copyright (or equivalent) laws in all jurisdictions; further, as between you and Constance, Constance owns a copyright in the selection, coordination, arrangement and enhancement of all content in the Services. Subject to your compliance with these Terms, and solely for so long as you are permitted by us to access and use the Services, you may download one copy of the application to any single device for your

personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices, and are in compliance with these Terms. Subject to your compliance with these Terms, and solely for so long as you are permitted by us to access and use the Services, Constance hereby grants you a limited, revocable, non-exclusive, non-transferable right and license to access and use the content made available on the Services for your personal, non-commercial use of the Services and for no other purpose whatsoever. Unless otherwise specified, copying or modifying any content or using content for any purpose other than your personal, non-commercial use of the Services, including use of any such content on any other website or networked computer environment, is strictly prohibited.

The Constance name, logos and affiliated properties, designs and marks are the exclusive property of Integrated Platform Services LLC and/or its affiliates, whether registered or unregistered, and may not be used in connection with any product or service that is not ours, or in any manner that is likely to cause confusion as to our endorsement, affiliation or sponsorship of any person, product or service. Nothing contained on the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or other intellectual property without our express prior written consent.

Any other trademarks appearing on the Services are trademarks of their respective owners. Our partners or service providers may also have additional proprietary rights in the content that they make available through the Services. All rights not expressly granted in these Terms are reserved.

## **17. COPYRIGHT / DMCA POLICY**

Constance respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that their User Content does not infringe any third party copyright or other intellectual property rights.

If properly notified that any materials infringe a third party's copyright, Constance will promptly remove such materials from the Constance Site in accordance with the U.S. Digital Millennium Copyright Act ("DMCA"), the U.K. Copyright Designs and Patents Act 1988 ("CDPA"), the U.K. Digital Economy Act 2010 ("DEA"), or equivalent laws which are applicable in other jurisdictions. In addition, Constance may, when appropriate, terminate the accounts of repeat copyright infringers.

Filing a DMCA, CDPA or DEA Notice (or equivalent legal notice), to Remove Copyrighted Content - for Copyright Holders:

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the following information:

1. Your name, address, telephone number, and email address.
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where on the Constance Site the material that you claim is infringing may be found, sufficient for Constance to locate the material (e.g., the URL).
4. A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
5. A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
6. Your electronic or physical signature.

You may submit this information, or any counternotice, via:

- Email, with the subject line "Copyright Notices" to: [hello@constance.one](mailto:hello@constance.one)
- Offline:

Integrated Platform Services LLC  
245 East King Street  
Lancaster, PA 17602

Constance may disclose any communications concerning DMCA, CPDA, DEA or other applicable copyright notices or other intellectual property complaints with third parties, including the users who have posted the allegedly infringing material.

If you have questions about the legal requirements of a DMCA notice, please contact an attorney or see Section 512(c)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(c)(3), for more information. If you have questions about the legal requirements of a DMCA counter-notification, please contact an attorney or see Section 512(g)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(g)(3), for more information.

If you have questions about the legal requirements of a CPDA, DEA or other applicable copyright notice, you should consult a legal advisor such as a solicitor and obtain professional legal advice and/or representation.

**18. ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS MAY AFFECT YOUR LEGAL RIGHTS. APPLICABLE TO THE FULL EXTENT PERMITTED BY LAW.**

a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination,

enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Constance agree that the U.S. Federal Arbitration Act (or equivalent laws in the jurisdiction in which the Constance entity that you have contracted with is incorporated) governs the interpretation and enforcement of these Terms and that you and Constance are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

b) Exceptions and Opt-out. As limited exceptions to Section 18(a) above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, you will retain the right to opt out of arbitration entirely and litigate any Dispute if you provide us with written notice of your desire to do so by regular mail sent to the attention of Constance's Legal Department at the Constance address set out below within thirty (30) days following the date you first agree to these Terms.

c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).

If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Constance will pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than U.S. \$10,000, unless the arbitrator finds your Dispute to be frivolous. If we prevail in arbitration, we will pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

e) Class Action Waiver. YOU AND CONSTANCE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR

REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Section 18 shall be null and void.

f) Effect of Changes on Arbitration. Notwithstanding the provisions of Section 23 "Modification", if Constance changes any of the terms of this Section 18 after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or the date of Constance's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Constance in accordance with the terms of this Section 18 as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

g) Severability. With the exception of any of the provisions in Section 18(e) above, if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

## **19. CONTRACTING ENTITIES, GOVERNING LAW & JURISDICTION**

These Terms shall be governed by the laws of the Commonwealth of Pennsylvania, United States of America, without regard to principles of conflicts of law. The Uniform Commercial Code, the Uniform Computer Information Transaction Act, and the United Nations Convention of Controls for International Sale of Goods shall not apply.

Subject to the agreements in Section 18 above, exclusive jurisdiction for all Disputes that are not required to be arbitrated will be the state and federal courts located in Lancaster County, Pennsylvania, United States of America, and you consent to the jurisdiction of those courts.

## **20. INTERPRETATION; SEVERABILITY; WAIVER; REMEDIES**

Headings are for convenience only and shall not be used to construe these Terms. If any term of these Terms is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from these Terms. No failure or delay by Constance in exercising any right hereunder will waive any further exercise of that right. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Constance. Constance's rights and remedies hereunder are cumulative and not exclusive.

## **21. SUCCESSORS; ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES**

These Terms are binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and

permitted assigns. You may not assign or transfer these Terms without Constance's prior written consent. Constance may assign its rights, obligations and/or these Terms at any time in its sole discretion without notice to you.

## **22. NOTICES**

You consent to receive all communications including notices, agreements, disclosures, or other information from Constance electronically. Constance may communicate by email or by posting to the Services. For support-related inquiries, you may email [hello@constance.one](mailto:hello@constance.one). For all other notices to Constance, write to the following address:

Integrated Platform Services LLC  
245 East King Street  
Lancaster, PA 17602

Nothing in these Terms or otherwise limits Constance's right to object to subpoenas, claims, or other demands.

## **23. MODIFICATION**

We may update these Terms at any time, in our sole discretion. If we do so, we'll let you know by, at a minimum, posting the updated Terms (as indicated by a revised "Last Updated" date at the top of this page) on the Constance Site and/or through the Services. Modifications will be effective on the date that they are posted to the Constance Site. It's important that you review the Terms whenever we update them before you use the Services. If you continue to use the Services after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then, except as otherwise provided in Section 18(f) "Effect of Changes on Arbitration," you may not use the Services anymore. Because the Services is evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

## **24. ENTIRE AGREEMENT**

These Terms incorporate the following legal documents by reference, as well as any other policies or procedures referenced herein that are posted to the Constance Site from time to time:

- Membership Agreement
- Privacy Policy
- Constance Community Agreement (if applicable)

In the event of a conflict between any policies posted on the Services and these Terms, these Terms will control. These Terms represents the entire understanding between Constance and you regarding the Services or Content and supersede all prior agreements and understandings regarding the same. If any provision of these Terms is

held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

## **25. FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in performance under these terms (other than for delay in the payment of money due and payable in accordance with these terms) for causes beyond the party's reasonable control and not caused by that party's fault, or negligence, including, but not limited to, "acts of God", acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility, but in each case, only if and to the extent that the non-performing Party is without fault in causing such failure or delay, and the failure or delay could not have been prevented by reasonable precautions and measures and cannot reasonably be circumvented by the non-conforming Party through the use of alternate sources, workaround plans, disaster recovery, business continuity measures or other means. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.