

EverSafe OS Terms and Conditions of Use, effective as of October 7, 2020.

The Terms and Conditions of Use set forth below (“Terms”) establish your agreement with EverSafe Services, LLC (“EverSafe”, “us”, “we” or “our”) regarding our EverSafe OS Service (as defined below) and includes, among other provisions, important agreements specifying our right to modify these Terms in the future, renewals terms, limitations of liability, data and privacy, waiver of class actions, and resolution of disputes by arbitration instead of in court. EverSafe OS Service (or the “Services”) means the online, web-based application provided by EverSafe Services, LLC via eversafeos.com, including all associated websites, applications, user interfaces, Content, features, functionality, services made available via the application, and software that make up or are made available via the EverSafe OS Service.

By signing up for a subscription or accessing or otherwise using the EverSafe OS Service, you are entering into a binding contract with us. **YOU REPRESENT THAT YOU ARE EITHER (I) AT LEAST 18 YEARS OF AGE AND THAT YOU ARE ABLE TO ENTER INTO A BINDING AGREEMENT WITH US; OR (II) BETWEEN THE AGE OF 16 AND 18 AND THAT YOUR PARENT OR GUARDIAN HAS REVIEWED THESE TERMS ON YOUR BEHALF AND HAS AGREED TO SAME (IN WHICH CASE “YOU” AND “YOUR” REFERS BOTH TO YOU INDIVIDUALLY AND YOUR PARENT OR GUARDIAN). IN NO EVENT MAY ANYONE UNDER THE AGE OF 16 USE, ACCESS, OR DOWNLOAD THE SERVICES OR THE APPLICATION.** EverSafe’s direct competitors are prohibited from accessing the Service without obtaining EverSafe’s prior written consent.

The Services are permitted to be used by children between the age of 16 and 18, but not younger than 16, provided, however, that if you are under the legal age to enter into a contract, you are required to have secured the consent of your parent or guardian as set forth above. If you have not secured such consent and are not of legal age to enter into a contract, you are not permitted to use or access the Services.

A NOTE TO USERS: Please note that the Service provides a chatroom feature that is not actively monitored by us. While we prohibit the provision of obscene or offensive material via the Service (see Section 8 below), it is possible that such material could be made available via the Service. If you are a parent, parental control protections, such as computer hardware, software, or filtering services, are commercially available and may assist you in limiting access to material that is harmful to minors. Current providers of such protections can be readily ascertained by searching “list of parental control services” in your internet search engine of choice.

1. Subscription; Payment; Order Form; Updates. Use of the EverSafe OS Service requires a subscription, prepayment of the applicable subscription fees and agreement to and compliance with the Terms. “You” and “your” as used herein refers to both, as applicable (a) an entity that enters into a subscription Order Form with us; and (b) you individually if you are a user of the EverSafe OS Service and you are an employee of an entity that satisfies subsection (a) and you are authorized by such subscribing entity to access the Service. The entity entering the subscription Order Form for the EverSafe OS Service (“Order Form”) with us is responsible for all acts and omissions of its authorized users and for ensuring their strict compliance with these Terms. Subscriptions are not contingent on the delivery of any future modifications, enhancements or the addition of new functionality or features to the Service. Access to and use of the EverSafe OS Service is subject to your compliance with all applicable Laws and the terms and conditions in these Terms and, if you are a subscribing entity, the terms and conditions in any Order Form. If you are a subscribing entity, you agree to all fees, costs, and payment terms set forth in the Order Form. To the extent there is any conflict

between any term or condition in any Order Form and any term or condition in these Terms, the Terms shall govern and control. You agree that we may, in our absolute, sole discretion, make available updates, upgrades and/or new version releases of the Application, which may include bug fixes, enhancements, new features, deleted features, modifications, or other improvements, deletions, or alterations (collectively, "Updates"). Updates may result in the removal of certain features or functions. To the extent we release an Update of the Application, you agree to download same and to cease use of the prior version of the Application. You understand and agree that we shall have no duty or obligation to provide or make available any Updates or to otherwise retain any functionality or Content provided in connection with the Application or any subsequent Update, and we shall in no way be liable for any damages, costs, liabilities, fees, or expenses incurred by you arising out of or related to the removal of any functionality or Content from the Application or any subsequent Update. Your mobile device settings may provide you with options concerning the downloading of Updates, such as permitting the automatic download of Updates to the Application, and you are solely responsible for these settings.

2. **Limited Intended Use. THE INFORMATION PRESENTED ON OR THROUGH THE SERVICE IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES AND YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND ANY ASSOCIATED INFORMATION IS AT YOUR OWN RISK.** The Service is designed to provide generally applicable information and materials for certain industries and you are solely responsible for evaluating whether such materials and information are appropriate for you or for your entity, how they should be applied in the content of the jurisdiction(s) where you do business, your actual business practices and needs, and all applicable federal, state, local and industry and location specific governing laws, rules, regulations, orders and other legal requirements applicable to your business. You are solely responsible for ensuring the safe use of all materials, content, data and information provided through the Service. If you are interested in having a specifically tailored safety program designed for your particular entity, please contact EverSafe directly about entering a separate contract for consulting services.

3. **Reservation of Rights; Limited License.** As between you and us, except for your User-Submitted Content, the EverSafe OS Service (including any and all Content, materials, information, and data made available or accessible via the EverSafe OS Service (the "EverSafe Materials")) is our property (or the property of our third party licensors) and it is not sold or transferred to you. Except for the rights expressly granted to you in these Terms (and, as applicable, any Order Form), EverSafe grants no right, title, or interest to you in the EverSafe OS Service and/or EverSafe Materials and we (or our licensors or other third party providers) retain ownership of all parts of the EverSafe OS Service and EverSafe Materials and all Intellectual Property Rights therein or associated therewith, including any software and applications downloaded onto your personal computers and any mobile or other devices, but excluding your User-Submitted Content. Without limiting the foregoing, provided you agree to be bound by the terms and conditions of these Terms and you are either an entity who has a valid Order Form with us or you are authorized by such an entity to use and access the Service, subject to the terms and conditions of these Terms and any applicable Order Form and your compliance therewith, you are granted a limited, non-transferable, non-exclusive, non-sublicensable, non-assignable, revocable right to (i) download, install, execute, and run (in object code only) the EverSafe OS mobile application (the "Application"); (ii) to access and use the Service; (iii) display,

reproduce, and perform any Content available from the Service for your (or, if you are an individual, your subscribing entity's) internal, non-commercial business purposes; and (iv) display, reproduce, perform, modify, and prepare derivative works of any interactive, fillable forms or templates comprising the EverSafe Materials that are made available to you via the EverSafe OS Service and any modifications or derivatives thereof that you create for your (or, if you are an individual, your subscribing entity's) internal, non-commercial business purposes (such EverSafe OS Materials and any modifications or derivatives thereof created by you, the "Interactive Materials"), in each case strictly in accordance with the Terms and any applicable Order Form, subject to any applicable usage rules, terms, and conditions agreed to by you and either Apple, Inc. or its affiliates and Google LLC or its affiliates (which are hereby incorporated by reference), and only during an active subscription period (subject to earlier termination as permitted by the Order Form or these Terms). In addition to the other use limitations set forth in these Terms, you promise and agree that you are using the EverSafe OS Service solely for your internal business operations and that you will not redistribute, resell or otherwise transfer or make the EverSafe OS Service or any portion thereof available to any third party. In no event does the foregoing permit you any right to use or access the source code underlying the Application. In addition to the rights granted to you above under this Section 3, following any termination or expiration of these Terms, you are granted a non-exclusive, non-transferable, non-sublicensable, revocable, right and license to reproduce, internally display, and internally distribute any Interactive Materials that you (or, if you are a subscribing entity, your authorized users) created during an active subscription period for your own internal, non-commercial business purposes for a period of 10 years following the expiration or termination of these Terms, subject to your continued compliance with Section 10, as applicable. Notwithstanding anything in this Section 3, you may not modify Interactive Materials other than utilizing the functionality made available via the EverSafe OS Service or Application.

4. Data and Privacy. For information about how we collect, use, and share the data we collect from and about you, please see our Privacy Policy which is incorporated by reference in full into these Terms. You acknowledge that when you download, install, or use the Application, we may use automatic means to collect information about your mobile device and about your use of the Application, solely as set forth in our Privacy Policy, and you consent to our collection and use of such in a manner compliant with the Privacy Policy. If you are using the Application on the Android™ operating system and obtained the Application via the Google Play store, you understand and agree that Google LLC or its affiliates may collect certain usage statistics from Google Play and Devices including, but not limited to, information on how the Application, Google Play, and mobile device(s) are being used. The data collected is used in the aggregate to improve Google Play, related products and services, and the user and developer experience across Google products and services. We have access to certain data collected by Google via the Play Console. You understand and agree that any and all data collected by or on behalf of Google LLC is governed by Google's Privacy Policy, available at <https://policies.google.com/privacy?hl=en&gl=us>, as may be updated from time to time by Google LLC or its affiliates. If you are not agreeable to the collection and/or use of such data by Google, please do not use or download the Application. To the fullest extent permitted per applicable law, we shall have no liability or responsibility concerning the collection, handling, transmission, disclosure, use, and/or distribution of any data collected by Google LLC or its affiliates, all of which shall be the sole responsibility of Google LLC or such affiliate(s). If you are using the Application on the IOS™ operating

system and obtained the Application via the Apple App® online store, you understand and agree that Apple Inc. or its affiliates may collect certain information or data concerning the Application and/or your mobile device. You understand and agree that any and all data collected by or on behalf of Apple Inc. is governed by Apple's Privacy Policy, available at <https://www.apple.com/legal/privacy/>, as may be updated from time to time by Apple Inc. or its affiliates. If you are not agreeable to the collection and/or use of such data by Apple, please do not use or download the Application. To the fullest extent permitted per applicable law, we shall have no liability or responsibility concerning the collection, handling, transmission, disclosure, use, and/or distribution of any data collected by Apple Inc. or its affiliates, all of which shall be the sole responsibility of Apple Inc. or such affiliate(s). In the event you provide us with any personally identifiable information or other personal data, you represent and warrant that you have secured all requisite rights, consents, waivers, permissions, authorizations, and/or licenses necessary to provide us with such information or data and for us to use same as described in our Privacy Policy.

5. **NO WARRANTIES: DISCLAIMER. THERE IS AN INHERENT RISK OF EXPOSURE TO COVID-19 IN ANY PLACE WHERE PEOPLE GATHER AND ADHERENCE TO THE GUIDANCE SET FORTH ON THE EVERSAFE OS SERVICE WILL NOT ELIMINATE THIS RISK. AS IT IS IMPOSSIBLE TO GUARANTEE COMPLETE PROTECTION FROM OR ELIMINATION OF COVID-19 OR ANY OTHER PATHOGENS, YOU ASSUME ALL RISKS ASSOCIATED WITH COVID-19 AND ANY OTHER PATHOGENS AS TO YOUR OR YOUR SUBSCRIBING ENTITY'S BUSINESS, EMPLOYEES AND GUESTS ARISING OUT OF OR RELATED TO ANY USE OF THE EVERSAFE OS SERVICE. FURTHER, EVERSAFE OS NOT INTENDED TO PROVIDE PROFESSIONAL MEDICAL ADVICE OR DIAGNOSIS. YOU UNDERSTAND THAT ALL GUIDANCE ON EVERSAFE OS IS BASED ON THE INFORMATION AVAILABLE AT TIME OF PUBLICATION, AND MAY BE SUBJECT TO CHANGE WITHOUT NOTICE AS NEW INFORMATION BECOMES AVAILABLE. AS REQUIREMENTS OF STATE AND LOCAL LAW MAY DIFFER FROM CERTAIN GUIDANCE ON EVERSAFE OS, YOU SHOULD ALSO REVIEW APPLICABLE STATE AND LOCAL LAW. YOU UNDERSTAND AND AGREE THAT THE EVERSAFE OS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, EVERSAFE MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, REPRESENTATIONS AND WARRANTIES CONCERNING THE EVERSAFE OS SERVICE (INCLUDING, WITHOUT LIMITATION, ANY EVERSAFE MATERIALS) INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION CONCERNING CONDITION OR SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, ACCURACY OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, EVERSAFE MAKES NO REPRESENTATION AND DOES NOT WARRANT THAT THE EVERSAFE OS SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS, WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS, WILL BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE APPLICATIONS, SYSTEMS, OR SERVICES, WILL OPERATE WITHOUT INTERRUPTION OR MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. IN ADDITION, EVERSAFE MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY MATERIALS, USER-SUBMITTED CONTENT, DEVICES OR ANY OTHER PRODUCT OR SERVICE ADVERTISED, PROMOTED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE EVERSAFE OS**

SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND EVERSAFE IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF THE FOREGOING. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM EVERSAFE SHALL CREATE ANY WARRANTY ON BEHALF OF EVERSAFE. THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

6. User Accounts and User-Submitted Content. You promise that any registration and other information that you submit to us is true, accurate, and complete, and you always agree to keep it that way. We will issue Subscribers and End Users access credentials for the Service and the password you create protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use (including any unauthorized use) of your username and password on the Service and any unauthorized use of the Service via your username and password. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by a third party, you must notify us immediately and change your password as soon as possible. Subject to these Terms and the functionality of the Services, you may comment on Content and otherwise submit Content to us via the Service or in other ways (such as via e-mail submission or via the Service's chat feature). Such Content and other Content submitted, posted, transmitted or uploaded by you to us is called "User-Submitted Content" in these Terms. Any User-Submitted Content will be governed by these Terms and our Privacy Policy (and, if you are a subscribing entity, any applicable Order Form) unless the User-Submitted Content is provided to us via a separate, written agreement between you and us, which agreement expressly governs such Content. You are solely responsible for the Content that you or anyone accessing the Service via your mobile devices or computers submits, posts or transmits.

You hereby grant to us and our affiliates and our and their respective successors and assigns a worldwide, non-exclusive, irrevocable, royalty-free, perpetual, fully sublicensable and fully transferable license to copy, reproduce, modify, edit, make derivative works, distribute, publish (publicly or otherwise), display, link to, reverse engineer, data process, and otherwise use the User-Submitted Content for any reason or no reason in our sole discretion in any media formats and through any media channels now known or hereinafter invented. Without limiting the foregoing, you understand and agree that the foregoing license may also be exercised by third parties acting on our behalf. You also grant each user of the Service a non-exclusive license to access your User-Submitted Content through the Service and to display same on their own personal computers and mobile devices for their non-commercial use and as otherwise needed for such users to exercise any rights granted to them under these Terms. If you are an individual, you understand and agree that in the exercise of the above license, we (or our licensees (including our subcontractors)) may use your name, voice, or image and any quotes attributable to you, and any such photos, videos, or audio recordings of or by you that is contained in or comprises User-Submitted Content. You grant the rights hereunder whether or not we use your name, voice, or image, or any quotes attributable to you. We reserve the right not to use any User-Submitted Content. To the fullest extent permitted per applicable Laws, you waive all rights related to our use, and release, discharge and hold harmless us, our parent, affiliates,

subsidiaries, agents and advisors and their respective employees, partners, officers, directors, shareholders, contractors, agents and representatives from and against any and all losses, damages, rights, claims, liabilities, costs, fees and actions of any kind arising in connection with or out of or relating to our or such persons' or entities' use of your name, voice, or image, or any quotes attributable to you.

You hereby represent and warrant that you and/or your subscribing entity (as applicable) own all right, title and interest in and to any User-Submitted Content that you or anyone else submits, posts or transmits using your mobile devices or computers or your user account, including any and all Intellectual Property Rights therein, and that such submission, posting or transmission of User-Submitted Content, and our use thereof, will not infringe upon, misappropriate or otherwise violate or conflict with the rights, including Intellectual Property Rights, of any other person or entity. You understand, agree and certify that (i) you are the sole copyright owner of User-Submitted Content transmitted, posted or submitted by you or via your computers or mobile devices; (ii) you are the only person depicted in such User-Submitted Content; (iii) you have complete authority to grant the rights stated herein; (iv) such User-Submitted Content may be cropped, edited, electronically manipulated or otherwise altered for use by us in connection with the Service or otherwise, without further consent or approval, and that whether or how such User-Submitted Content is used by us is entirely within our sole discretion; and (v) we may remove any User-Submitted Content or refrain from using any User-Submitted Content at any time and for any reason at our sole discretion.

We make no representation or warranty as to the accuracy, completeness or authenticity of any User-Submitted Content (including third party user-submitted content) posted on, transmitted through, and available through the Service.

7. **Right to Amend the Terms and Services.** We reserve the right to modify, terminate or otherwise amend the Terms, the Services and our offered subscription plans at any time in accordance with these Terms and any applicable Order Form. When we make material changes to the Terms, we will provide you with notice as appropriate under the circumstances. For example, we may display a prominent notice within the Service, send you an email or otherwise provide you notice to a user account or otherwise via the EverSafe OS Service. If we make a material change to the Terms and you do not want to keep using the Service under the new Terms, please contact us to terminate your account and subscription. Without limiting the foregoing, we may change the price for subscription fees from time to time. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the EverSafe OS Service after the price change takes effect. This section will be enforced to the extent permissible by applicable law.
8. **Content and Third-Party Materials.** As used herein, "Content" means any and all posting, messages, works of authorship, text, files, images, photos, videos, sounds, data, information, or other materials posted on, transmitted through, and/or available through the Service. All Content available through the Service is the sole responsibility of the person from whom such Content originated. We do not control, and are not responsible for User-Submitted Content. You understand that by using or accessing the Service, you may encounter Content that may be deemed offensive, indecent, or objectionable. Nevertheless, you agree to use and access the Service at your sole risk and that we

shall not have any liability to you for Content that may be found to be offensive, indecent, or objectionable. And further, as to Content:

You understand and agree that we may, for any reason and without incurring any liability to you, review and delete any Content that in our sole judgment violates these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others, or which we decide to otherwise remove.

The following is a representative (but non-exhaustive) list of the kind of Content that is illegal or prohibited on the Service. We reserve the right to investigate and take appropriate legal action in our sole discretion against anyone who violates this provision, including without limitation, removing the offending Content. For example, prohibited Content includes Content that:

- is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing or “spamming”;
- promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- displays pornographic or sexually explicit material of any kind;
- provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- solicits passwords or personally identifiable information for commercial or unlawful purposes from other users;
- promotes commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising, and pyramid schemes; or
- contains or comprises non-local or otherwise irrelevant Content, is repetitious to the same or similar Content already contained on the Site, or otherwise imposes an unreasonable or disproportionately large load on our infrastructure.

Even though all of this is strictly prohibited, there is a small chance that you might become exposed to such items and you further waive your right to any damages, losses or other costs (from any party) related to such exposure.

The Service includes applications, Content and other technology and property of third parties, including links to a variety of third-party materials that have been collected for your reference with or through the EverSafe OS Service (collectively, “Third-Party Materials”). Notwithstanding anything

to the contrary in these Terms or any Order Form, we are not responsible for any Third-Party Materials and your use of these Third-Party Materials is subject to any applicable third-party license and other terms and conditions related thereto and is solely at your own risk. The websites hosting or providing any Third-Party Materials are not associated with or controlled by us and your access and use of any Third-Party Materials may be subject to license terms, privacy policies and other terms and conditions that are different from these Terms and your use of these Third-Party Materials will be governed by and subject to such license terms, privacy policies and terms and conditions.

9. Use Restrictions. Except as expressly set forth in these Terms, as may be permitted by the licensing terms governing any open source software underlying or comprising the Application, or to the extent the following restrictions are prohibited per applicable law or in contravention of the usage rules of Apple or Google, the rights granted to you herein are subject to all of the following agreements and restrictions: (i) only you (if you are an individual authorized to use the Services by a subscribing entity) or your authorized employees (if you are a subscribing entity) may utilize the Services; (ii) you shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Service (or any part thereof or Content, including, without limitation, EverSafe Materials, available therefrom) available to any third party; (iii) except as and only to the extent permitted by applicable law, you shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service or the EverSafe Materials; (iv) except as specifically noted and expressly approved in the Service, no part of the Service or any EverSafe Materials may be copied, reproduced, adapted, altered, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (v) you shall not circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network and or system or to breach security or authentication measures related to the Services; (vi) you will not attempt to upload or provide for processing any information or materials or other User-Submitted Content that are not consistent or intended under the normal usage of the Services or that illegal, defamatory, offensive, abusive, obscene, or that violate a person or entity's privacy or Intellectual Property Rights or use the Service to harm, threaten or harass another person or organization; (vii) you will not attempt to send, store, or distribute, or use less than commercially reasonable efforts to avoid and prevent sending, storing or distributing, any viruses, worms, Trojan horses, or other malware component harmful to or through the Service; (viii) you shall not use or access the Service to build or support, and/or assist a third party in building or supporting, products or services competitive to the Service; (ix) you agree to make every reasonable effort to prevent unauthorized third parties from accessing the Service; (x) you will not circumvent any territorial restrictions applied to the Service or remove or alter any copyright, trademark, or other intellectual property notices contained on the Service (including on any Content) or provided through the Service; (xi) you will not circumvent or block advertisements in the EverSafe OS Service; (xii) you will not provide your password to any other person or use any other person's username and password; (xiii) you will not use any automated means (including bots, scrapers, and spiders) to view, access or collect information from the EverSafe OS Service; (xiv) you will not access the Services to monitor their availability, performance or functionality or for any benchmarking or competitive purposes; and (xv) you will not impersonate or misrepresent your affiliation with another user, person, or entity. You acknowledge and agree that any violation these use restrictions (or that we reasonably believe violates these use restrictions) may result in immediate termination or

suspension of your EverSafe subscription. You also agree that EverSafe may reclaim your username for any reason. You understand and agree that, if you are a subscribing entity, any violation or breach of these Terms by your authorized users constitutes a breach by you. You must comply with all applicable laws, rules, and regulations when using or accessing the Service.

10. Confidentiality. You understand and agree that our Confidential Information includes, but is not limited to, the Service, including, without limitation, all computer software (both object and source codes), techniques, concepts, methods, processes and designs embodied in or relating to the Service, all Service program interfaces, system security and system architecture design relating to the Service, Service research and development, product offerings, and information concerning pricing and availability. The foregoing Confidential Information is the sole and exclusive property of EverSafe or its licensors, all rights in which (other than the limited rights granted hereunder) are reserved. "Confidential Information" means information, data, Content (including EverSafe Materials), or materials which we protect against unrestricted disclosure to others and that we or our representatives designate as confidential at or before the time of disclosure. Except as expressly set forth in these Terms or an applicable Order Form, you shall not use or reproduce Confidential Information in any form and any reproduction of any Confidential Information shall remain our property and shall contain all confidential or proprietary notices or legends which appear on the original. With respect to our Confidential Information, you further agree that you (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information to any person other than individuals whose access is necessary to enable you to exercise your rights and/or perform your obligations hereunder and under any applicable Order Form and provided those individuals are under obligations of confidentiality with respect to the use, access, and disclosure of such Confidential Information substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps you (or if you are an individual, your subscribing entity) takes to protect your or its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information disclosed prior to execution of the Order Form for your subscription (if you are a subscribing entity) shall be subject to the protections afforded hereunder. If you are compelled by law or legal process to disclose Confidential Information, you shall provide us with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at our expense, if we wish to contest the disclosure. The above restrictions on the use or disclosure of the Confidential Information shall not apply to, and Confidential Information shall not include, any information, data, Content, or materials that: (a) is or are independently developed by you without reference to or use of our Confidential Information, or is or are lawfully received free of restriction from a third party having the right to furnish such information, data, Content, or materials; (b) has become generally available to the public without breach of these Terms by you (or if you are a subscribing entity, your authorized users); (c) at the time of disclosure, was known to you free of restriction; or (d) we agree in writing is free of such restrictions. Except as expressly provided in these Terms, all Confidential Information, including all copies thereof and any materials containing Confidential Information, shall be returned to us or destroyed, deleted, or erased upon expiration or termination of your subscription or these Terms or earlier upon written request of us. To the extent you retain any Confidential Information following termination (inadvertently or otherwise), the provisions of this Section 10 shall survive termination of these Terms for any reason for: (i) with respect to any trade secrets, for so long as such

trade secrets are protectable as such through no fault of you (or if you are a subscribing entity, your authorized users); and (ii) for all other Confidential Information, for the shorter of (A) five years; or (B) the longest amount of time permitted per applicable law. You understand and agree that your (and if you are a subscribing entity, your authorized users') User-Submitted Content shall not be deemed confidential information, in whole or in part.

11. Term and Termination. The Terms will continue to apply to you until your (or if you are an individual, your corresponding subscribing entity's) subscription expires unless terminated earlier pursuant to these Terms or an applicable Order Form. However, you acknowledge and agree that any perpetual licenses that you grant to us (including, without limitation, the perpetual Feedback license granted by you) is irrevocable and will therefore continue after the expiration or termination of these Terms for any reason. We may terminate your subscription or suspend your access to the EverSafe OS Service at any time, including in the event of your (or your authorized users') actual or suspected unauthorized use of the EverSafe OS Service or non-compliance with the Terms, or if we withdraw Services (in which case we shall provide you with reasonable notice in advance of doing so). If either of us terminates the Terms, or if we suspend your access to the EverSafe OS Service, you agree that we shall have no liability or responsibility to you, and we will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. You may terminate your subscription at any time. To learn how to terminate your EverSafe account, please contact us directly through a feedback ticket on the application. This section will be enforced to the extent permissible by applicable law. If you are an individual accessing the Service on behalf of a subscribed entity, you understand and agree that any termination of these terms as against a subscribed entity shall result in an automatic and immediate termination as against you. Upon termination or expiration of these Terms as against you for any reason, all rights and licenses granted to you under these Terms shall automatically and immediately be revoked (other than your limited right to continue to use Interactive Materials for the limited purposes set forth in Section 3) and you agree to promptly delete the Application from each and all of your devices (and, if you are an entity, to advise your authorized users' of their obligation to so delete the Application).

12. Indemnification. You agree to indemnify, defend and hold EverSafe and its affiliates, subsidiaries, parent, licensors, content partners, and each of their respective officers, directors, employees, agents, representatives, permitted successors, and permitted assigns harmless from and against all damages, losses, judgements, settlements, fees, costs, claims, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to or incurred by any of the foregoing resulting from or arising out of: (1) your (and/or if you are a subscribing entity, your authorized users') breach of the Terms or any one of them; (2) any activity in which you (and/or if you are a subscribing entity, your authorized users') engage on or through the EverSafe OS Service; (3) the unauthorized login and/or use of the Service via your (and/or if you are a subscribing entity, your authorized users') user account(s); and/or (4) your (and/or, if you are a subscribing entity, your authorized users') violation of any law or the rights of a third party including, without limitation, any claim that your User-Submitted Content or our user thereof infringes upon, misappropriates, dilutes, or otherwise violates the rights including, without limitation, the Intellectual Property Rights, of any person or entity. Notwithstanding the foregoing, you may not settle any claim or action on any indemnified party's

behalf without first obtaining the prior written consent of such indemnified party (which may be given or withheld in such indemnified party's sole discretion).

The party, person, or entity seeking indemnification (the "**Indemnitee**") shall reasonably cooperate with you (or if you are an authorized user, your subscribing entity) (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense, and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any claim or action without the Indemnitee's prior written consent. If the Indemnitor fails or refuses to assume control of the defense of such claim or action, the Indemnitee shall have the right, but no obligation, to defend against such claim or action, including settling such claim or action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations under this Section, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

13. **Feedback.** If you provide feedback, ideas or suggestions to EverSafe in connection with the EverSafe Service ("Feedback"), you acknowledge that the Feedback is not confidential and does not constitute your confidential information and you authorize EverSafe to use that Feedback in perpetuity for any reason or no reason without restriction and without payment to you.

14. **EverSafe Marks and Intellectual Property.** Unless otherwise indicated, the Application and the Content appearing thereon or available therefrom or from the Services (including, without limitation, the EverSafe Materials), as well as the Application's icon, name, and the underlying software code (including source code and object code), the graphical displays associated with the Application, and the selection, arrangement, and coordination of elements comprising the Application are protected by Intellectual Property Rights that are owned or licensed by us, or otherwise used with permission by us. All EverSafe Trademarks, and any other features of the EverSafe brand ("EverSafe Marks") are our sole property and any use EverSafe Marks, whether for commercial or non-commercial use, by you or any third party is strictly prohibited. As used herein, "Intellectual Property Rights" means all rights in and to any and all US and foreign intellectual or industrial property of every type or nature including, without limitation, (i) ideas, discoveries, processes, systems, methods, patents, and inventions (whether patentable or not), and all improvements thereto, and all applications, issuances, and reissuances, divisions, renewals, provisional applications, substitutions, continuations, continuations in part, revisions, extensions and reexaminations thereof; (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and other designations of source or origin, together with the goodwill associated therewith or symbolized by the foregoing and all applications and registrations therefore ("**Trademarks**"); (iii) domain names, together with the goodwill symbolized thereby, if any, and all registrations therefore; (iv) works of authorship (whether or not copyrightable) (including writings, literary works, musical works, including lyrics, dramatic works, pantomimes and choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, software (including source code and object code) and program code, drawings and illustrations and designs), all copyrights, and all

applications, registrations and renewals in connection therewith, mask works, and rights in data and databases, sui generis rights, neighboring rights, and all applications and registrations for copyrights, designs or mask works; (v) trade secrets, know-how, recipes, formulations, processes, discoveries, and other proprietary and/or confidential information; and (vi) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights (including the foregoing), and all similar or equivalent rights or forms of protection in any part of the world, including, but not limited to, the right to sue for and collect profits and damages arising out of the past, present or future infringement of any of the foregoing and the right to file, secure and maintain applications, registrations and issuances for any of the foregoing.

- 15. Limitation of Liability. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EVERS SAFE OR ITS AFFILIATES, SUBSIDIARIES, PARENT, LICENSORS, CONTENT PARTNERS, AND ITS AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PERMITTED SUCCESSORS, AND PERMITTED ASSIGNS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY MATERIALS (INCLUDING EVERS SAFE MATERIALS), INFORMATION, CONTENT, THIRD PARTY MATERIALS OR RECOMMENDATIONS APPEARING ON OR AVAILABLE THROUGH THE SERVICES, OR ANY LINK PROVIDED ON THE SERVICES, WHETHER OR NOT EVERS SAFE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY, STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED, IF YOU ARE A SUBSCRIBING ENTITY, THE AMOUNT PAID FOR THE SERVICE TO WHICH THE CLAIM RELATES OR, IF YOU ARE AN INDIVIDUAL, \$10.00. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.**
16. Governing Law; Claims; Arbitration; No Class Actions. These Terms and any disputes arising out of or relating to these Terms, the Service and your subscription will be governed by, construed and interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to any choice of law principle that would require the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms. The Uniform Computer Information Transactions Act as enacted shall not apply. Any and all disputes, claims, or proceedings arising out of or relating to these Terms, the nature, terms or enforceability of these Terms, the Service, your subscription, or any dispute of any nature between the parties shall be submitted to the Judicial Arbitration Mediation Service (“JAMS”) for a binding and final arbitration held before a single arbitrator from JAMS within one (1) year after the claim or cause of action arises. The arbitrator shall also have the power to impose any sanction against any party permitted by applicable law. **The arbitration can resolve only your and/or our individual claims, and the arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated.** You and EverSafe further agree that the arbitrator shall have the exclusive power

to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of this arbitration agreement or to the arbitrability of any claim or counterclaim. The arbitration award shall be final. Judgment on any arbitration award may be entered into any court with jurisdiction. This Section is deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and EverSafe agree that we intend that this Section satisfies the “writing” requirement of the Federal Arbitration Act. **Each party is waiving the right to seek remedies in court, including the right to jury trial.** The costs of the arbitrator shall be shared equally, but each party shall pay its own attorneys’ fees. Nothing in this Section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Notwithstanding any other statement in this section, you and EverSafe both agree that nothing in this arbitration agreement provision will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. This arbitration provision will survive termination of your subscription.

17. Additional Apple Terms. If you have downloaded the EverSafe OS app from the Apple, Inc. (“Apple”) App Store or if you are using the EverSafe OS app on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. These Terms are an agreement between you and us only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the EverSafe OS app, if any, to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Service and/or your possession and use of the EverSafe OS app infringe that third party’s intellectual property rights. You agree to comply with any applicable third-party terms, when using the Service. Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.

18. Additional Google Terms. This Section constitutes an end user license agreement (EULA) in lieu of any license grant provided by Google to use the Software on an Android device. We, not Google, are solely responsible for the Service. The Google Play marketplace is owned and operated by Google Inc. Your use of Google Play is governed by a legal agreement between you and Google consisting of the Google Terms of Service (found at <http://www.google.com/accounts/TOS>) and the Google Play Terms of Service (found at https://play.google.com/intl/en-US_us/about/play-terms.html and together with the Google Terms of Service called the "Google Terms"). In addition, your use of Google Play is subject to the Google Play Business and Program Policies (<http://play.google.com/about/android-developer-policies.html>). The Google Play Market Terms of Service, Google Play Business and Program Policies,

and Google Terms of Service shall take precedence in that order in the event of a conflict between them, to the extent of such conflict. Google has no obligation to provide maintenance and support for the Service and all questions, complaints or claims regarding the Service must be directed to us and not Google. To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the Service, and will not be liable for any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Google shall not be required to provide a refund to you under any circumstances. Google shall not be responsible for addressing any claims by you, or any third party relating to the Service or your possession and/or use of the Service, including but not limited to (i) product liability claims, (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement, or claims arising under consumer protection or similar legislation. Google shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Service or your possession and use of the Service infringes a third party's intellectual property rights. Notwithstanding anything to the contrary in these Terms, Google Inc. and its subsidiaries are third-party beneficiaries of this Section, and have the right (and shall be deemed to have accepted the right) to enforce this Section against you.

19. Complete Agreement; No Other Terms. Other than as stated in this section or as explicitly agreed upon in writing between you and EverSafe, the Terms (including the Privacy Policy and your Order Form if you are a subscribing entity) constitute all the terms and conditions agreed upon between you and us related to the EverSafe OS Service and supersede all previous and contemporaneous proposals, marketing materials, representations, agreements, understandings and arrangements with respect to the Service, whether oral or written.
20. Jurisdiction; Export. The EverSafe site is controlled, operated and administered by EverSafe from its offices within the United States of America. EverSafe makes no representation that materials at the site or the EverSafe OS Service are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Service or export the Service or any portion thereof in violation of U. S. export laws and regulations. If you access the EverSafe OS Service from a location outside of the United States, you are responsible for compliance with all local laws and you hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
21. Force Majeure. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, Internet, or telecommunication outage that is not caused by the obligated party; pandemic; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
22. Contact Information; Notices. All notices to you will be sent to the contact information that you provided us in your Order Form unless you have provided us updated contact information. If you are an individual, notices will be sent to your subscribing entity pursuant to the foregoing sentence on

your behalf. All questions related to the Service must be directed to us. All of your questions and notices (other than DMCA Notices and Counter Notices, which are addressed in Section 27 below) to us must be sent to:

By mail: EverSafe Product Owner

EverSafe, 2400 Market Street, Philadelphia, PA 19103

By e-mail: eversafeos@aramark.com

By phone: 800-937-3131

23. **Assignments.** EverSafe may assign the Terms, and any of its rights under the Terms, in whole or in part, and EverSafe may delegate any of its obligations under the Terms. You may not assign the Terms, in whole or in part, nor transfer or sub-license your rights under the Terms, to any third party, including by operation of law, merger, change in ownership, or otherwise.
24. **General.** Unless as otherwise stated in the Terms, should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law. Any failure by EverSafe or any third-party beneficiary to enforce the Terms or any provision thereof shall not waive EverSafe's or the applicable third-party beneficiary's right to do so. Any sections of the Terms that explicitly or by their nature must remain in effect even after termination of the subscription, shall survive termination. The parties are independent contractors and these Terms do not create any joint venture, partnership, agency or employment relationship between the parties.
25. **Mobile Services.** The Application and certain associated Services are available via mobile devices. When accessing the Application or such associated Services through a mobile device, you agree to be responsible for all of your wireless service carrier's standard charges, data rates, and other applicable fees. Not all of the Services will work with all carriers or devices. You agree that your use of the Application and the Services will comply with the usage rules established by your service provider and agree to be solely and fully liable to the extent your use of the Application and/or the Services does not comply with such usage rules.
26. **Equitable Relief.** You acknowledge and agree that a breach or threatened breach by you (or, if you are a subscribing entity, you or your authorized users) of any of your obligations under Sections 4, 9, or 10 would cause us irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, we will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
27. **DMCA Takedown Requests and Reporting of Copyright Infringement.** We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any Content accessible on or from the Service infringes your copyrights,

you may request removal of such Content from the Service by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- Identification of the Content you believe to be infringing in a sufficiently precise manner to allow us to locate that Content.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the Content is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Cozen O’Connor
Attn: Camille M. Miller
1650 Market Street, Suite 2800
Philadelphia, PA 19103
cmiller@cozen.com
215-665-7273

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that Content or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

If you believe that Content you posted on the Service was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a “Counter Notice”) by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the Content identified above was removed or disabled as a result of a mistake or misidentification of the Content to be removed or disabled.

- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Service may be used or accessed) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows us to restore the removed Content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice. Please be aware that if you knowingly materially misrepresent that material or activity on the Service was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.