

TERMS OF USE

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For ease of reference, we will use the following terms in these Terms of Use :“Sentience”, “we” or “us” and other grammatical variations mean Sentience, including its global subsidiaries and affiliated companies. “Sentience Products” includes all Sentience products and services. “Personal Information” is defined in Sentience’s Privacy Policy.

We may update these Terms of Use from time to time, so please review it frequently. If we change our Terms of Use, we will post the revised version here, with an updated revision date. If we make material changes to our Terms of Use, we will notify you by email or prominently post a notice on the Site. If any changes to these Terms of Use are adjudicated to be invalid or unenforceable, the original Terms of Use agreed to by you will continue in full force and effect.

Using the Site

Do not misuse the Site and the Services. Do not obtain or attempt to obtain any materials or information, or gain access to any systems or networks connected to the Site or to any Sentience server, or to any of the Services, through any means that we do not intentionally make available through the Site.

Do not use any device, software or routine to try to modify, intercept, or interfere with the Site and the Services or with any other person’s use of the Site or Services. Specifically, you must not submit, upload or transfer any unauthorized files, codes, scripts (including but not limited to viruses or Trojan Horses) or use any device, program, algorithm, methodology or process (whether automatic or manual), to access, acquire, copy or monitor any portion of the Site or Service, or in any way reproduce or circumvent the navigational structure or presentation of the Site.

Do not copy, sell or otherwise exploit for a commercial purpose any part of the Site or Service that we provide to you, without our written agreement.

You cannot use content from our Site unless you obtain permission from Sentience or are otherwise permitted by law. Do not remove, obscure, or alter any trademarks or legal notices displayed on our Site. You may use Sentience product information and documentation (“Documentation”) made available by Sentience for download from the Site, provided that you (1) use the Documentation only for your personal, non-commercial use where the product is not a “Small-Medium Business or SMB” branded product. Where the product is a “Small-Medium Business or SMB” branded product, you may use the Documentation for your

personal or commercial use; (2) do not modify the Documentation, and (2) do not remove any proprietary rights notices.

Third Party and Social Media Linked Sites

We include links to websites operated by third parties on or through the Site and Services. Once you leave the Site and Services, your activities are governed by the terms of use and privacy policies of the third party site. Sentience is not responsible for the terms of use, privacy practices or the content of these sites, and we encourage you to carefully read the terms of use and privacy policies of any website you visit.

Forums/Chat Rooms

If you participate in or post information to a discussion forum or chat room on the Site or any Service, the information you provide there will be made broadly available to others, and can be read, collected, forwarded or used by other users of these forums, potentially inside or outside Sentience, who have access to that forum. This information could also be used to send you unsolicited messages. Please recognize that individual forums may have additional rules and conditions. Each participant's opinion on a forum or chat room is his or her own and should not be considered as reflecting the opinion of Sentience. We are not responsible for Personal Information or any other information you may choose to submit in these forums, or the consequences of any submission.

Business Uses of our Services

If you are using our Services on behalf of a business, that business accepts these Terms of Use. The Consumer Guarantees Act 1993 (New Zealand) does not apply where Services are supplied for business purposes. To the extent permitted by law, your business will hold harmless and indemnify Sentience and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these Terms of Use, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

Setting up an Account

To use certain Services, you may be required to set up an account and a password for that account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You also agree that any information you provide in setting up an account is truthful and accurate.

Where you are required to create a password that will enable you to use a Service, your email address and password will be used to validate your identity in order to access the Service. When you choose a password, choose a unique combination of letters and numbers unrelated to your or someone else's identity or to any information that is publicly available or that may

be needed by us to provide the Service to you or to others. If you share information related to the Service with others or allow others to access the Service using your email address and password, you have no expectation of privacy or confidentiality in the Personal Information you may intentionally or unintentionally disclose. Therefore, please avoid giving access to these materials to others. You agree to notify Sentience immediately of any unauthorized use of your account or password, or any other breach of security. To contact Sentience, please use the contact information in the following links :

Sentience : info@sentienclab.com

Sentience will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Sentience or another party due to someone else using your account or password as a result of your failure to keep your account information secure and confidential. You may not use anyone else's account at any time without the permission of the account holder. Sentience will not be liable for any loss or damage arising from your failure to comply with these obligations.

Sentience may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, hard copy, or posting of such notice on the Site. Sentience is not responsible for any automatic filtering you or your network provider may apply to email notifications. Sentience recommends that you add @sentienclab.com URLs to your email address book to help ensure you receive email notifications from Sentience.

Products and Services availability

Although the Site is accessible worldwide, not all Sentience Products and Services provided or accessed through or on the Site will be available in your country. Sentience may, in its sole discretion, limit the provision and quantity of any feature, product or Service to any person or geographic area. Any offer for or of any feature, product or Service made on the Site is void where prohibited. Please contact your local sales representative for information as to Sentience Products and Services available in your country. However, you remain bound by these Terms of Use wherever you access or use the Site or the Services.

Sentience attempts to be as accurate as possible, but we do not warranty that product descriptions or other content on the Site is accurate, complete, reliable, current or error-free.

Additional terms and conditions

When you purchase Sentience Products on the Site or use any portion or feature of the Site, including participating in contests and promotions, you may be required to agree to additional terms and conditions. For example, we may require you to check a box to indicate your acceptance of these additional terms and conditions (this will usually be required when you purchase Sentience Products on the Site or participate in a contest). If you agree to such additional terms and conditions, these will be made a part of these Terms of Use by this reference.

If there is a conflict between these Terms of Use and any additional terms and conditions posted for or applicable to a specific portion of the Site or for any Service, such additional terms and conditions shall control with respect to your use of that portion of the Site or the specific Service.

Data, Information and Privacy

Please refer to Sentience's Privacy Policy to understand Sentience's privacy practices.

License and Access

As long as you comply with these Terms of Use, Sentience gives you a limited, revocable, non-exclusive, non-assignable, non-sublicenseable right to use the Services and Site as they are intended to be used and in accordance with these Terms of Use and all applicable laws and regulations. This license does not include any resale of any Service or the Site, or its contents, any collection and use of any product listings, descriptions, or prices, any derivative use of any Service or the Site or their contents, any downloading or copying of account information for the benefit of a third party; or any use of data mining, robots, or similar data gathering and extraction tools.

We may terminate this license granted to you, and delete or deactivate your account (if you have any in relation to the Site or Services) if you do not comply with these Terms of Use.

We do not grant you any other rights, implied or otherwise. All rights that are not expressly granted to you in these Terms of Use are reserved by Sentience or its licensors, suppliers, publishers, rights holders, or other content providers.

How the Services are to be Used

Intended Use of Services/ No Life-Safety or Critical Uses of the Services. The Services are intended to be accessed and used only for non-time-critical functions, information and/or control of Sentience Products. Our aim is to provide highly reliable and available Services, however, the Services, including remote access and mobile notifications, are not intended or guaranteed to be reliable or available 100% of the time. In addition, the Services may be subject to sporadic interruptions and failures for reasons beyond Sentience's control, including but not limited to Wi-Fi intermittency, service provider uptime, mobile notifications and carriers. We cannot and do not guarantee that you will receive notifications or have access to the Services in any given time or at all.

You acknowledge that the Sentience Products and Services are not certified for emergency response or intended or suitable for use in situations or environments where failure, delay or errors or inaccuracies in the data or information provided could lead to death, personal injury or severe physical or environmental damage, including without limitation in connection with the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support or weapons systems. **YOU UNDERSTAND THAT SENTIENCE PRODUCTS AND SERVICES ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM – SENTIENCE DOES NOT MONITOR EMERGENCY**

NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME OR LOCATION IN THE EVENT OF AN EMERGENCY. In addition, Sentience Customer Care and Support contacts cannot be considered and are not a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services in your area.

YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. ANY MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR SENTIENCE PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. Any information provided by Sentience on what to do in an emergency is based on authoritative safety sources, but there is no way for Sentience to provide specific information relating to a situation in your home. It is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

System Requirements. Certain Services may not be accessible without :(i) a working Wi-Fi network in your home that is positioned to communicate reliably with the applicable Sentience Product; (ii) a Sentience account; (iii) mobile clients such as a supported phone or tablet (required for some functionality); (iv) always-on broadband Internet access in your home; and (v) other system elements that may be specified by Sentience. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You accept that the Services may not work as described if the requirements and compatibility have not been met.

Suspension or Cancellation of Service

As we regularly improve or change the Services to provide you with better customer support, we may add, vary or remove functionalities or features of any Service. In some cases, we may suspend or discontinue a Service altogether. When we change, suspend or discontinue a Service, we will try to give you prior notice of this as soon as possible. However, we retain the right to make changes to a product listing on the Site, or the prices applicable to such product, at any time, without notice.

You may stop using our Site or Services at any time. However, if you have created an account with us, we may suspend or cancel your access to the Site or Service and/or block your future access to the Site, by giving you as much notice as is commercially reasonable in the circumstances if (a) you do not comply with these Terms of Use or other agreements or policies which may be associated with your use of the Site or Service, (b) your actions cause Sentience to violate any agreement or policy needed to run the Site or Service, (c) Sentience is required to do so by any court, law enforcement agency, or government authority in any country, (d) the Site or Service is discontinued or materially modified, for any reason; (e) we reasonably anticipate the occurrence of technical issues or problems that may affect the operation of the Services or Site; (f) unexpected technical issues or problems affecting the operation of the Services or Site occur; or (g) if we have to investigate suspected misconduct. If any of the above circumstances occur, Sentience may, upon giving you written notice of cancellation of your access to the Site or Service, deactivate or delete your account. Sentience

will not be liable to you or to any third party for any suspension or cancellation of your access to the Site or Service, or the deactivation or deletion of your account.

Sentience Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, content, documentation and computer code (collectively, “Sentience Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Sentience Content, contained in and on the Site or as part of any Service is owned or controlled by Sentience, or licensed by or to Sentience, and is protected by trade dress, copyright, patent, and trademark laws in the United States and other countries, and various other intellectual property rights.

You cannot use, copy, modify, publish, post, publicly display or publicly perform (whether by means of a digital, audio or video transmission), encode, translate, distribute or disseminate any Sentience Content through any method or medium, without Sentience’s prior written agreement. You may, however, use Sentience Content, as long as it is for your own personal non-commercial use, except as otherwise provided in these Terms of Use.

Although Sentience has attempted to provide accurate information on the Site, to the extent permitted by law, Sentience assumes no responsibility for the accuracy of the information or for any typographical or graphical errors that may appear in this or in related documents. Sentience may change the Services or Products mentioned on the Site at any time without notice. Mention of non-Sentience products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

Your Content

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When you upload or otherwise submit content to our Services or Site, you give Sentience and those we work with a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Do ensure you have the necessary rights to grant us this license for any content that you submit to our Services. If you would like access to your content, or to change or delete your content, please contact us at info@sentiencelab.com, we will be happy to assist.

Sentience may invite you, or you may choose voluntarily, to submit comments, suggestions, or ideas about Sentience Products or Services, including how to improve them (“Feedback”). By submitting Feedback, you agree that your submissions are voluntary, gratuitous, unsolicited, non-confidential and without restriction and will not place Sentience under any fiduciary or other obligation. Sentience may freely use, copy, modify, publish, redistribute, or create derivative works from or based on the Feedback for any purpose and in any manner without any compensation or acknowledgement to you. You also agree that Sentience does

not waive any rights to use similar or related ideas previously known to Sentience, developed by its employees, or obtained from other sources.

Copyright Policy/DMCA

If you believe that your copyright or other rights have been infringed, please provide our Designated Agent written notice with the following information :

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other interest;
- A description of the copyrighted work or other work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on our sites, networks or other repositories;
- Your address, telephone number, and email address;
- A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Designated Agent for notice of claims of copyright infringement can be reached as follows :

Email :info@sentiencelab.com

If the disputed materials were posted by a third party identifiable through reasonable efforts, we will provide reasonable notice to the third party of the charge. If the third party responds with a valid counter-notification, we will provide you with a copy so that you may take any other steps you may consider appropriate.

Software License Agreement

Any software which you download is governed in accordance with (i) the license terms accompanying the file or (ii) if no license terms accompany the file, the terms of the license agreement which accompanied the original Sentience Product licensed by you which you are updating or (iii) the license terms pursuant to the End User License Agreement located here

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Indemnity

You agree to indemnify and hold Sentience and its licensors and suppliers harmless from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of your violation of these Terms of Use. Sentience reserves the right, at your expense, to assume the exclusive defense and control of any matter for

which you are required to indemnify Sentience and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Sentience's prior written consent. Sentience will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

No Warranties

Important Notice Regarding Your Consumer Rights :SOME COUNTRIES, STATES AND/OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CONDITIONS, WARRANTIES OR GUARANTEES AND/OR DO NOT ALLOW PRODUCTS OR SERVICES TO BE SOLD WITH NO WARRANTIES OR GUARANTEES. ACCORDINGLY, IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE SECTIONS ON "NO WARRANTIES" AND "GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY" MAY NOT APPLY TO YOU. ONLY THOSE EXCLUSIONS AND LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, SENTIENCE'S LIABILITY WILL BE LIMITED ONLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE ENFORCEABILITY OF THESE LIMITED WARRANTIES MAY VARY BASED ON THE LOCAL LAWS APPLICABLE TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS DEPENDING ON WHERE YOU LIVE. FOR EXAMPLE, IN AUSTRALIA AND NEW ZEALAND, SENTIENCE'S SERVICES COMES WITH STATUTORY GUARANTEES, INCLUDING AS TO QUALITY AND FITNESS FOR PURPOSE WHICH CANNOT BE EXCLUDED OR LIMITED UNDER THE AUSTRALIAN CONSUMER LAW OR THE CONSUMER GUARANTEES ACT 1993 (NEW ZEALAND) (AS FURTHER EXPLAINED BELOW).

These Terms of Use are not intended to and do not:

- change or exclude any statutory consumer rights that cannot be lawfully changed or excluded; or
- limit or exclude any right you have against the person who sold a Sentience Product to you if that person has breached their sales contract with you.

If you are located in Australia or New Zealand, the following two paragraphs apply to you:

Certain legislation, including the Australian Consumer Law and the Consumer Guarantees Act 1993 (New Zealand) may imply warranties or conditions, or impose guarantees or obligations on Sentience, which operate to protect certain Australian or New Zealand purchasers of goods and services in various circumstances ("AU Applicable Laws" or "NZ Applicable Laws" as the case may be). Nothing in these Terms of Use excludes, restricts or modifies any condition, warranty, guarantee, right or remedy implied or imposed by any AU Applicable Laws which cannot lawfully be excluded, restricted or modified. If any condition, warranty or guarantee is implied into these Terms of Use or imposed on Sentience under AU Applicable Laws and cannot be excluded, but Sentience is permitted by an AU Applicable Law to limit Sentience's remedy for a breach of such a condition, warranty or guarantee, then the liability of Sentience for breach of the condition, warranty or guarantee is limited to one or more of the following, at Sentience's option :(a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the

goods repaired; or (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

If any condition, warranty or guarantee is implied into these Terms of Use or imposed on Sentience under NZ Applicable Laws and cannot be excluded, but Sentience has a choice of a remedy, then the liability of Sentience for breach of the condition, warranty or guarantee is limited to one or more of the following, at Sentience's option : (a) in the case of goods, the replacement of the goods or the supply of goods of identical type, the repair of the goods, or the refund of the goods if it would be unreasonable to expect the products to be repaired; or (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again. In addition to these remedies a "consumer" (within the meaning of the Consumer Guarantees Act) may claim for any reasonably foreseeable loss (other than loss or damage through reduction of value of the goods) that results from the initial problem.

Subject to the section regarding Consumer Rights above, you agree that :

1. Use of the Site and the Services is at your sole risk;
2. IT IS YOUR RESPONSIBILITY TO BACK UP YOUR SYSTEM INCLUDING, WITHOUT LIMITATION, ANY DATA THAT YOU MAY USE OR POSSESS IN CONNECTION WITH THE SITE OR SERVICE. ANY MATERIAL, INFORMATION OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR A SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR YOUR OTHER PRODUCTS AND PERIPHERALS OR LOSS OF DATA THAT RESULT FROM THE DOWNLOAD OF SUCH MATERIAL, INFORMATION OR DATA;
3. Sentience and its suppliers, licensors, resellers, retailers and affiliates do not guarantee that your use of the Site and the Services will be uninterrupted, timely or error-free. To the maximum extent permitted by applicable law in a particular jurisdiction, the Site and the Services are provided "AS IS" and "AS AVAILABLE" for your use without warranties, guarantees, conditions of any kind, whether express, implied, statutory or otherwise;
4. No advice or information (whether oral or written) obtained by you from Sentience on or via the Site or Services will create any warranty or condition not expressly stated in these Terms of Use;
5. The warranties and remedies set out in these Terms of Use are exclusive, and, to the extent permitted by law, in lieu of all others oral or written, express, or implied.

Due to the continual development of new techniques for intruding upon and attacking networks, Sentience does not warrant that the Service, system(s) or network(s) on which (or through which) the Site and the Services are used will be free of vulnerability to intrusion or attack. The Services may include or be bundled with a third party product, software or service offerings. We do not provide any warranties whether express, implied, statutory or otherwise for such third party product, software or service offerings. We do not guarantee any continued availability of a third party's service for which the Site's or a Service's use or operation may require.

In addition, please note that some Services may monitor energy consumption in the home. Sentience does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the Services or any other feature. Actual energy savings and any associated monetary benefits vary based on factors beyond Sentience's control or knowledge. From time to time, Sentience may use the Service to provide you with information that is unique to you and your energy usage and suggests an opportunity to save

money on energy bills if you adopt suggestions or features of the Service. You agree that this information is not a guarantee of actual savings, and you agree not to seek monetary or other remedies from Sentience if your savings differs. All information provided to you by Sentience is provided “AS IS” and “AS AVAILABLE”. We cannot guarantee that it is correct or up to date. In cases where it is critical, accessing information through the Service not a substitute for direct access of the information in the home.

IN SOME JURISDICTIONS AND CIRCUMSTANCES, IT IS POSSIBLE TO EXCLUDE AND/OR TO LIMIT SENTIENCE'S LIABILITY TO CONSUMERS. ONLY IN THOSE JURISDICTIONS WHERE IT CAN LAWFULLY DO SO, AND TO THE FULL EXTENT THAT IT IS ALLOWED BY LAW TO DO SO, SENTIENCE DISCLAIMS AND EXCLUDES ALL WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABLE OR SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE SITE OR SERVICES WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE OR SERVICES AND RELATED DATA, INFORMATION, PROGRAMS AND DOCUMENTATION WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, MATERIAL OR DATA, OTHER THAN THOSE EXPRESSLY PROVIDED TO YOU BY SENTIENCE IN WRITING OR AGREED TO BY SENTIENCE IN WRITING.

General Exclusions and Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SENTIENCE, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR :

1. ANY LOSS OR DAMAGE TO YOUR HOME, HVAC SYSTEM, ELECTRICAL SYSTEM, PLUMBING, YOUR PRODUCT AND PERIPHERALS (WHETHER OR NOT CONNECTED TO A SENTIENCE PRODUCT), COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME; AND
2. ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR LOSS OF DATA, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE; AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER,

REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE MISUSE OF OR INABILITY TO USE THE SITE OR THE SERVICES, EVEN IF SENTIENCE OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF SENTIENCE, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO YOU FOR ALL DAMAGES EXCEED FIFTY DOLLARS (\$50.00). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS SECTION SHALL LIMIT THE LIABILITY OF SENTIENCE IN RELATION TO DEATH OR BODILY INJURIES.

IF YOU LIVE IN THE EUROPEAN UNION, REFERENCES TO "SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES" SHALL MEAN ANY LOSSES WHICH (I) WERE NOT REASONABLY FORESEEABLE BY BOTH PARTIES; (II) WERE KNOWN TO YOU BUT NOT TO US; AND/OR (III) WERE REASONABLY FORESEEABLE BY BOTH PARTIES BUT COULD HAVE BEEN PREVENTED BY YOU SUCH AS, FOR EXAMPLE (BUT WITHOUT LIMITATION), LOSSES CAUSED BY VIRUSES, MALWARE OR OTHER MALICIOUS PROGRAMS, OR LOSS OF OR DAMAGE TO YOUR DATA.

Legal Proceedings

Sentience is not responsible and will not be liable to you or any others for any loss or damages due to your misuse of the Site or Services. You also understand that if you do not comply with these Terms of Use (whether knowingly or unknowingly), such non-compliance may result in action being taken against you, including but not limited to claims for compensation by Sentience and other aggrieved parties, or civil and/or criminal prosecution.

Sentience will be irreparably harmed if you violate any of these Terms of Use, for which monetary damages would be inadequate, and you agree that Sentience may obtain such injunctive or equitable relief that Sentience deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Sentience may have at law or in equity.

If Sentience is the subject of a claim, becomes involved in a legal proceeding, or suffers any loss or damage because of your violation of these Terms of Use, to the extent permitted by law, you will be responsible for compensating Sentience for the full amount of its loss, as well as any reasonable amounts Sentience incurs in lawyers' fees, expenses and court costs, except to the extent that Sentience contributed to the loss or damage, in addition to any other relief granted to Sentience.

Arbitration, Waiver of Classwide Arbitration, Governing Law and Venue

If you are located in the United States, the following clause applies to you:

YOU AND SENTIENCE EACH ACKNOWLEDGE AND AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN YOU AND SENTIENCE ARISING OUT OF OR RELATING TO (1) THESE TERMS OF USE, INCLUDING THE VALIDITY OF THIS SECTION, AND (2) YOUR USE OF PRODUCT(S) AND/OR SERVICES UNDER THESE TERMS OF USE (COLLECTIVELY, THE "DISPUTE") SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING

ARBITRATION ADMINISTERED BY JAMS, A NATIONALLY RECOGNIZED ARBITRATION AUTHORITY, PURSUANT TO ITS CODE OF PROCEDURES THEN IN EFFECT FOR CONSUMER-RELATED DISPUTES. YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU WOULD HAVE HAD A RIGHT TO LITIGATE A DISPUTE THROUGH A COURT BEFORE A JURY OR JUDGE, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION.

PRIOR TO SUBMITTING A CLAIM FOR ARBITRATION, EITHER PARTY SHALL FIRST NOTIFY THE OTHER PARTY TO TRY TO RESOLVE THE DISPUTE. IF THE DISPUTE IS NOT RESOLVED WITHIN 60 DAYS OF SUCH NOTIFICATION, THEN THE CLAIM WILL BE SUBMITTED FOR ARBITRATION. THE ARBITRATION OF ANY DISPUTE OR CLAIM SHALL BE CONDUCTED IN ACCORDANCE WITH THE THEN CURRENT AND APPLICABLE RULES OF JAMS AS MODIFIED BY THESE TERMS OF USE. THE ARBITRATION SHALL OCCUR BEFORE A SINGLE ARBITRATOR, WHO MUST BE A RETIRED JUDGE OR JUSTICE, IN ONE OF SIX REGIONAL VENUES CONSISTENT WITH THE VENUE PROVISION BELOW. WHETHER OR NOT YOU PREVAIL IN THE DISPUTE SO LONG AS YOUR CLAIM IS NOT FOUND TO BE FRIVOLOUS BY THE ARBITRATOR AS MEASURED BY RULE 11(B) OF THE FEDERAL RULES OF CIVIL PROCEDURE, YOU SHALL BE ENTITLED TO BE REIMBURSED FOR YOUR COSTS OF ARBITRATION, WITHIN THE SOLE DISCRETION OF THE ARBITRATOR. IF THE ARBITRATION AWARD IS EQUAL TO OR GREATER THAN THE AMOUNT YOU DEMANDED IN YOUR ARBITRATION CLAIM, SENTIENCE WILL PAY FOR YOUR REASONABLE AND ACTUAL ATTORNEYS' FEES YOU HAVE INCURRED TO ARBITRATE THE DISPUTE, PLUS A MINIMUM RECOVERY OF \$2,500. ANY DECISION OR AWARD BY THE ARBITRATOR RENDERED IN AN ARBITRATION PROCEEDING SHALL BE FINAL AND BINDING ON EACH PARTY, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. IF EITHER PARTY BRINGS A DISPUTE IN A COURT OR OTHER NON-ARBITRATION FORUM, THE ARBITRATOR OR JUDGE MAY AWARD THE OTHER PARTY ITS REASONABLE COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) INCURRED IN ENFORCING COMPLIANCE WITH THIS BINDING ARBITRATION PROVISION, INCLUDING STAYING OR DISMISSING SUCH DISPUTE. ANY ARBITRATION SHALL BE CONFIDENTIAL, AND NEITHER YOU, NOR SENTIENCE NOR THE ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION, EXCEPT AS MAY BE REQUIRED BY LAW OR FOR PURPOSES OF ENFORCEMENT OR APPEAL OF THE ARBITRATION AWARD. JUDGMENT ON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING PROPER JURISDICTION. IF ANY PORTION OF THIS ARBITRATION CLAUSE IS DETERMINED BY A COURT TO BE INAPPLICABLE OR INVALID, THEN THE REMAINDER SHALL STILL BE GIVEN FULL FORCE AND EFFECT.

NEITHER YOU NOR SENTIENCE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU MAY HAVE HAD A RIGHT TO ARBITRATE A DISPUTE ON A CLASSWIDE OR

REPRESENTATIVE BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO ARBITRATE ONLY YOUR OWN DISPUTE(S) IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. NOTWITHSTANDING THE ABOVE AGREEMENT TO ARBITRATE DISPUTES, YOU AND SENTIENCE EACH ACKNOWLEDGE AND AGREE THAT EITHER PARTY MAY, AS AN ALTERNATIVE TO ARBITRATION, BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT TO RESOLVE A DISPUTE, SO LONG AS SUCH SMALL CLAIMS COURT DOES NOT PROVIDE FOR OR ALLOW FOR JOINDER OR CONSOLIDATION OF CLAIMS.

THESE TERMS OF USE ARE TO BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION TO THE RIGHTS AND DUTIES OF THE PARTIES. HOWEVER, WITH RESPECT TO THE SERVICE PROVIDED, IF YOU ARE A CONSUMER AND YOU LIVE IN A COUNTRY WHERE SENTIENCE MARKETS OR PROMOTES THE SERVICE, LOCAL LAW MAY REQUIRE THAT CERTAIN CONSUMER PROTECTION LAWS OF YOUR COUNTRY OF RESIDENCE APPLY TO SOME SECTIONS OF THESE TERMS OF USE. IN ADDITION, SENTIENCE MAY SEEK INJUNCTIVE RELIEF IN ANY COURT HAVING JURISDICTION TO PROTECT ITS INTELLECTUAL PROPERTY RIGHTS. EACH OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNITED NATIONS CONVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE OF GOODS IS HEREBY EXPRESSLY EXCLUDED AND WILL NOT APPLY TO THESE TERMS OF USE.

EXCEPT FOR INDIVIDUAL SMALL CLAIMS ACTIONS WHICH CAN BE BROUGHT IN ANY SMALL CLAIMS COURT WHERE JURISDICTION AND VENUE ARE PROPER, ANY ARBITRATION, LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR ANY DISPUTE SHALL BE COMMENCED IN (1) NEW YORK, NEW YORK, (2) ATLANTA, GEORGIA, (3) CHICAGO, ILLINOIS, (4) DALLAS, TEXAS, (5) SEATTLE, WASHINGTON, OR (6) LOS ANGELES, CALIFORNIA, AND YOU AND SENTIENCE EACH IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY SUCH PROCEEDING. HOWEVER, FOR A DISPUTE OF \$10,000 OR LESS, YOU MAY CHOOSE WHETHER THE ARBITRATION IN ANY OF THE SIX REGIONAL VENUES PROCEEDS IN PERSON, BY TELEPHONE, OR BASED ONLY ON SUBMISSIONS.

If you are located outside of the United States, or if the above arbitration clause does not apply to you or is otherwise unenforceable as adjudicated by a court of competent jurisdiction, the following clause applies to you:

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Convention on the Limitation Period in the International Sale of Goods is hereby expressly excluded and will not apply to these Terms of Use.

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If for any reason a provision of these Terms of Use is invalid, the remaining provisions will continue to be valid and enforceable.

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