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## **Alias, LLC Services Agreement**

**IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 14. IT AFFECTS HOW DISPUTES ARE RESOLVED.**

These terms (“**Terms**”) cover the use of the Alias, LLC (“**Alias**”) products, websites, and services listed (the “**Services**”). You accept these Terms by creating an Alias account, through your use of the Services, or by continuing to use the Services after being notified of a change to these

Terms.

1. **Your Privacy.** Your privacy is important to us. Please read the [Alias Privacy Statement](#) (the "**Privacy Statement**") as it describes the types of data we collect from you and your devices ("**Data**"), how we use your Data, and the legal bases we have to process your Data. The Privacy Statement also describes how Alias uses your content, which is your communications with others; postings submitted by you to Alias via the Services; and the files, photos, documents, audio, digital works, livestreams and videos that you upload, store, broadcast or share through the Services ("**Your Content**"). Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to Alias’s collection, use and disclosure of Your Content and Data as described in the Privacy Statement. In some cases, we will provide separate notice and request your consent as referenced in the Privacy Statement.

2. **Your Content.** Many of our Services allow you to store or share Your Content or receive material from others. We don’t claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.

a. When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, broadcast, transmit, share and display (and on HealthVault delete) Your Content without compensating you. If you do not want others to have that ability, do not use the Services to share Your Content. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the Services and that the collection, use, and retention of Your Content will not violate any law

or rights of others. Alias cannot be held responsible for Your Content or the material others upload, store or share using the Services.

b. To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve Alias products and services, you grant to Alias a worldwide and royalty-free intellectual property license to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the Services. If you publish Your Content in areas of the Service where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. Some of the Services are supported by advertising. Our advertising policies are covered in detail in the Privacy Statement.

### **3. Code of Conduct.**

a. By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:

1. Don't do anything illegal.
2. Don't engage in any activity that exploits, harms, or threatens to harm children.
3. Don't send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), or instant messages.
4. Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
5. Don't engage in activity that is fraudulent, false or misleading (e.g., creating fake profiles, providing false or misleading profile information, impersonating someone else, or manipulating the Services to affect rankings, ratings, or comments of yours or others).
6. Don't circumvent any restrictions on access to or availability of the Services.
7. Don't engage in activity that is harmful to you, the Services or others (e.g., transmitting viruses, stalking, posting terrorist or violent extremist content, communicating hate speech, or advocating violence against others).

8. Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale, or photographs).

9. Don't engage in activity that violates the privacy of others.

10. Don't help others break these rules.

**b. Enforcement.** If you violate these Terms, we may stop providing Services to you or we may close your Alias account. We may also block delivery of a communication (like email, file sharing or instant message) to or from the Services in an effort to enforce these Terms or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, Alias reserves the right to review Your Content in order to resolve the issue. However, we cannot monitor the entire Services and make no attempt to do so.

#### 4. Using the Services & Support.

**a. Alias account.** You'll need an Alias account to access many of the Services. Your Alias account lets you sign in to products, websites and services provided by Alias and some Alias partners.

**1. Creating an Account.** You can create a Alias account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for your Alias account. If you create a Alias account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You cannot transfer your Alias account credentials to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your Alias account.

**2. Account Use.** You must use your Alias account to keep it active. This means you must sign in at least once in a twelve month period to keep your Alias account, and associated Services, active. If you don't sign in during this time, we will assume your Alias account is inactive and will close it for you. Please see section 4(a)(3) for the consequences of a closed Alias account. If we reasonably suspect that your Alias account is at risk of being used by a third party fraudulently (for example, as a result of an account compromise), Alias may suspend your account until you can

reclaim ownership. Based on the nature of the compromise, we may be required to disable access to some or all of Your Content. If you are having trouble accessing your Alias account, please contact us at [info@aliasconnect.co](mailto:info@aliasconnect.co).

### 3. Closing Your Account.

i. You can cancel specific Services or close your Alias account at any time and for any reason. To close your Alias account, please contact us at [info@aliasconnect.co](mailto:info@aliasconnect.co). When you ask us to close your Alias account, we will put it in a suspended state for 60 days just in case you change your mind. After that 60-day period, your Alias account will be closed. Logging back in during that 60-day period will reactivate your Alias account.

ii. If your Alias account is closed (whether by you or us), a few things happen. First, your right to use the Alias account to access the Services stops immediately. Second, we'll delete Data or Your Content associated with your Alias account or will otherwise disassociate it from you and your Alias account (unless we are required by law to keep it, return it, or transfer it to you). You should have a regular backup plan as Alias won't be able to retrieve Your Content or Data once your account is closed. Third, you may lose access to products you've acquired. Fourth, we may temporarily prevent creation of an account associated with the email address you provided.

b. **Service Notifications.** When there's something we need to tell you about a Service you use, we'll send you Service notifications. If you gave us your email address or phone number in connection with your Alias account, then we may send Service notifications to you via email or via SMS (text message), including to verify your identity before registering your mobile phone number and verifying your purchases. We may also send you Service notifications by other means (for example by in-product messages). **Data or messaging rates may apply when receiving notifications via SMS.**

c. **Support.** Customer support for some Services is available at [support@aliasconnect.co](mailto:support@aliasconnect.co).

d. **Ending your Services.** If your Services are canceled (whether by you or us), first your right to access the Services stops immediately and your license to the software related to the Services ends. Second, we'll delete Data or Your Content associated with your Service or will otherwise disassociate it from you and your Alias account (unless we are required

by law to keep it, return it, or transfer it to you or a third party identified by you). As a result you may no longer be able to access any of the Services (or Your Content that you've stored on those Services). You should have a regular backup plan. Third, you may lose access to products you've acquired. If you have canceled your Alias account and have no other account able to access the Services your Services may be canceled immediately.

**5. Using Third-Party Apps and Services.** The Services may allow you to access or acquire products, services, websites, links, content, material, games, skills, integrations, bots or applications from independent third parties (companies or people who aren't Alias) ("**Third-Party Apps and Services**"). Many of our Services also help you find, make requests to, or interact with Third-Party Apps and Services or allow you to share Your Content or Data, and you understand that by using our Services you are directing them to make Third-Party Apps and Services available to you. The Third-Party Apps and Services may allow you to store Your Content or Data with the publisher, provider or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept their terms before you can install or use the Third-Party App or Service. You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking your Alias Account to any Third-Party Apps and Services. Any third-party terms do not modify any of these Terms. You are responsible for your dealings with third parties. Alias does not license any intellectual property to you as part of any Third-Party Apps and Services and is not responsible or liable to you or others for information or services provided by any Third-Party Apps and Services.

## **6. Service Availability.**

a. The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location associated with your Alias account, you may need to re-acquire the material or applications that were available to you and paid for in your previous region.

b. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Alias is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you've stored. We recommend that you regularly backup Your

Content and Data that you store on the Services or store using Third-Party Apps and Services.

## **7. Updates to the Services or Software, and Changes to These Terms.**

a. We may change these Terms at any time, and we'll tell you when we do. Using the Services after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the Services, close your Alias account.

b. Sometimes you may need software (e.g. application) updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. Alias isn't obligated to make any updates available and we don't guarantee that we will support the version of the software for which you purchased or licensed the software, apps, content or other products.

c. Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

**8. Software License.** Unless accompanied by a separate Alias license agreement, any software provided by us to you as part of the Services is subject to these Terms.

**9. Payment Terms.** If you purchase a Service, then these payment terms apply to your purchase and you agree to them.

a. **Charges.** If there is a charge associated with a portion of the Services, you agree to pay that charge. The price stated for the Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. Taxes are calculated based on your location at the time your Alias account was registered. We may suspend or cancel the Services if we do not receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content. Connecting to the Internet via a corporate or other private network that masks your location may cause charges to be different from those displayed for your actual location.

b. **Your Billing Account.** To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

c. **Billing.** By providing Alias with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize Alias to charge you for the Services or available content using your payment method; and (iii) authorize Alias to charge you for any paid feature of the Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed. If we make an error on your bill, you must tell us within 90 days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If Alias has identified a billing error, we will correct that error within 90 days.

d. **Recurring Payments.** When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually), you agree that you are authorizing recurring payments, and payments will be made to Alias by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by Alias. You must cancel your Services before the next billing date to stop being charged to continue your Services. We will provide you with instructions on how you may cancel the Services. By authorizing recurring payments, you are authorizing Alias to store your payment instrument and process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (for Automated Clearing House or similar payments), or as charges to your designated account (for credit card or similar payments) (collectively, "**Electronic Payments**"). Subscription fees are generally charged in advance of the applicable subscription period. If any payment is returned unpaid or if

any credit card or similar transaction is rejected or denied, Alias or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as an Electronic Payment.

e. **Refund Policy.** Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. If you believe that Alias has charged you in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

f. **Canceling the Services.** You may cancel a Service at any time, with or without cause. Cancelling paid Services stops future charges to continue the Service. To cancel a Service and request a refund, if you are entitled to one, visit the Alias account management website. You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; and (iv) you may lose access to and use of your account when you cancel the Services. We will process your Data as described above in section 4. If you cancel, your access to the Services ends at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.

g. **Trial-Period or Promotional Offers.** If you are taking part in any trial-period or promotional offer, you may be required to cancel the trial or promotional Service(s) within the timeframe communicated to you when you accepted the offer in order to avoid being charged to continue the Service(s) at the end of the trial period. If you do not cancel, you will be charged pursuant to the terms of the trial or promotional offer.

h. **Price Changes.** We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least 15 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

i. **Payments to You.** If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also



comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may reduce the payment to you without notice to adjust for any previous overpayment.

**10. Choice of Law and Place to Resolve Disputes.** If you live in (or, if a business, your principal place of business is in) the United States, the laws of the state where you live (or, if a business, where your principal place of business is located) govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, for all disputes arising out of or relating to these Terms or the Services that are heard in court (excluding arbitration and small claims court).

**11. Warranties.** ALIAS, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE SERVICES. ALIAS DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

**13. Limitation of Liability.** If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from Alias or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors,

**direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to \$1.00 if the Services are free). You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive.** These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to the Services.

**14. Binding Arbitration and Class Action Waiver If You Live In (or, If a Business, Your Principal Place of Business Is In) the United States.** We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator selected by Alias will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. "We," "our," and "us" includes Alias and Alias's affiliates and, any third party providers used in providing the Services.

- a. **Disputes Covered—Everything Except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning the Services, the software related to the Services, the Services' or software's price, your Alias account, advertising, marketing, communications, your purchase transaction, billing, or these Terms, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute First.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to **Alias LLC, ATTN: Asher Handaly, 2227 Evergreen Point Road, Medina, Washington, U.S.A 98039.** Tell us your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

- c. **Small Claims Court Option.** Instead of mailing a Notice of Dispute, you may sue us in small claims court in your county of residence (or, if a business, your principal place of business) or King County, Washington, U.S.A. if you meet the court’s requirements.
- d. **Arbitration Procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the Services for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the Services, its Consumer Arbitration Rules). For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in our principal place of business—King County, Washington. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim. But a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.
- e. **Arbitration Fees and Payments.**
  - i. **Disputes Involving \$75,000 or Less.** If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator’s decision (called an “award”), and the arbitrator awards you more than this last written offer, we will pay the greater of the award or \$1,000.
  - ii. **Disputes Involving More than \$75,000.** The AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.
- f. **Conflict with AAA Rules.** These Terms govern to the extent they conflict with the AAA’s Commercial Arbitration Rules or Consumer Arbitration Rules.
- g. **Must File Within One Year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes—see section 14(a)) within one year from when it first could be filed. Otherwise, it’s permanently barred.
- h. **Rejecting Future Arbitration Changes.** You may reject any change we make to section 14 (except address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in section 14(b). If you do, the most recent version of section 14 before the change you rejected will apply.

- i. **Severability.** If any part of section 14 (Binding Arbitration and Class Action Waiver) is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, section 14 will be unenforceable in its entirety.

15. **Miscellaneous.** This section, and sections 1, 9 (for amounts incurred before the end of these Terms), 10, 11, 12, 13, 15, 18 and those that by their terms apply after the Terms end will survive any termination or cancellation of these Terms. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services. This is the entire agreement between you and Alias for your use of the Services. It supersedes any prior agreements between you and Alias regarding your use of the Services. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we cannot enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. Section 14(i) says what happens if parts of section 14 (arbitration and class action waiver) are found to be illegal or unenforceable. Section 14(i) prevails over this section if inconsistent with it. Except for section 14 (arbitration and class action waiver) these Terms are solely for your and our benefit; they aren't for the benefit of any other person, except for Alias's successors and assigns.

17. **Export Laws.** You must comply with all domestic and international export laws and regulations that apply to the software and/or Services, which include restrictions on destinations, end users, and end use.

18. **Reservation of Rights and Feedback.** Except as expressly provided under these Terms, Alias does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Alias or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to Alias any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Feedback**"), you give to Alias, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires Alias to license its software, technologies or documentation to any third party because Alias includes your Feedback in them.