

## TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE AN AGREEMENT BETWEEN YOU (“YOU” OR “USER”) AND CLOUDHARMONY INC. (“WE” OR “US” OR “THE COMPANY”). THESE TERMS AND CONDITIONS (THIS “AGREEMENT”) REPRESENT A LEGALLY BINDING CONTRACT BETWEEN YOU AND THE COMPANY. BY ACCESSING THE REPORTS OFFERED THROUGH OUR WEBSITE WWW.CLOUDHARMONY.COM, YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS OUTLINED BELOW.

### 1. PROPRIETARY REPORTS COPYRIGHTED

All research, analysis, data and any other information produced by the Company, in any form, and available for access through our website (the “Reports”), is proprietary to the Company and is protected by U.S. and foreign laws governing intellectual property. All Reports published by the Company or presented by its employees, in any form, is copyright protected, inclusive of Reports appearing in a hard-copy format, electronically, on the Company’s website or via any other means. Since applicable laws do not require a copyright notice, the omission of the copyright notice by the Company does not invalidate copyright protection, and it does not indicate that the Company authorizes the reproduction of the Reports at any time. YOU MAY NOT FORWARD OR OTHERWISE REDISTRIBUTE THE REPORTS, VIA ANY MEANS, TO ANY THIRD PARTY INDIVIDUALS AT ANY TIME WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE COMPANY, EXCEPT AS PERMITTED BELOW IN SECTION 2. PUBLIC REPRODUCTION OR REPUBLICATION (INCLUDING CITATIONS) OF THE REPORTS IS FORBIDDEN, EXCEPT WITH THE EXPRESS WRITTEN PERMISSION OF THE COMPANY.

### 2. USER ACCESS

You may access the publically available Reports on our website. However, access to premium versions of the Reports requires a paid subscription. You can subscribe to our Reports by purchasing a subscription on our website. Reports are generally released in the first week of each month for the preceding month. If you are a subscribing user (“Subscriber”), a profile will be created for you on our website for your name, email, username and password (“Profile”) and you will receive your first issue Report for the preceding month. You may have the option to create a Profile using Google, Facebook or another third party website. However, the website will prompt each Subscriber to provide a name and email address. You agree that the Company may use your Profile to authenticate you on the website. You are responsible for all uses of the website using your Profile. You, not the Company, shall be responsible for maintaining and protecting your Profile. If your contact information, or other information relating to your Profile changes, you must notify the Company promptly and keep your information current. You are solely responsible for any activity using your Profile, whether or not you authorized that activity. You should immediately notify the Company of any unauthorized use of your Profile or if your email or password has been hacked or stolen. If you discover that someone is using your

password or account without your consent, or you discover any other breach of security, you agree to notify the Company immediately at [support@cloudharmony.com]. We reserve the right to suspend or discontinue all or part of your Profile at any time without prior notice.

If you are a Subscriber and you are an organization (“Subscribing Organization”), limited forwarding of Reports may be permitted within the organization under certain circumstances. Permissible forwarding within a Subscribing Organization shall not exceed, on a monthly basis, a total of more than [five] forwards and shall be limited to individuals within the organization. A forward is defined as a single report sent to a single recipient. At no time may Reports produced by the Company be forwarded to email aliases (i.e., email addresses existing for the purpose of redistribution to a broader group of interested individuals). To inquire about authorized reproduction or republication, you should contact us at [\_\_\_\_@cloudharmony.com].

### **3. DISCLAIMERS**

THE REPORTS ARE PROVIDED “AS IS”. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The Company does make any warranty that the Reports or the website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the website at your own discretion and risk.

The information contained in the Reports has been obtained from sources believed to be reliable. We use our own analysis and proprietary techniques to create the Reports. However, the Company disclaims all warranties as to the accuracy, completeness or adequacy of the Reports. The Reports are not designed to guarantee a service provider or vendor’s business. Our Reports are designed to function merely as guides. The Company shall have no liability for errors, omissions or inadequacies in the information contained in the Reports or for interpretations thereof. The user assumes sole responsibility for the selection of these materials to achieve its intended results. The opinions expressed in the Reports are subject to change without notice.

### **4. LIMITATION OF LIABILITY**

In no event will the Company be liable with respect to any subject matter of this Agreement or the Reports under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; (iv) for failure or delays; or (v) for any amounts that exceed the fees paid by you to the Company for subscriptions during the twelve (12) month period prior to the cause of action. The foregoing shall not apply to the extent prohibited by applicable law.

### **5. FEES AND PAYMENTS**

Subscribers agree to pay the fees for monthly subscriptions or per usage as indicated at <http://cloudharmony.com> in exchange for the Reports listed therein. Fees for 1-month, 3-

months, 6-months or 12-months subscriptions, as applicable, will be collected in full starting from the day your subscription is established and in advance of receiving Reports. The Company provides progressive discounts for subscriptions at the longer periods. Subscription fees are not refundable for Reports already received by Subscriber but Subscribers may cancel their subscription at any time. If a Subscriber cancels a subscription within the subscription period, the Company will refund the subscription fee minus the cost of the Reports already received. Such cost shall be calculated at the actual subscription price without consideration to the original discount. Partial months will not be refunded.

## **6. INTELLECTUAL PROPERTY**

This Agreement does not transfer from us to you any Company or third party intellectual property, and all right, title and interest in and to such property will remain solely with the Company. The Company trademarks, service marks, graphics and logos used in connection with the website are trademarks or registered trademarks of the Company or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Company may be the trademarks of other third parties. Your use of the Reports or the website grants you no right or license to reproduce or otherwise use any Company or third-party trademarks.

## **7. CHANGES**

We reserve the right, at our sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to our website and our Reports following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/or features through our website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **8. TERMINATION**

We may terminate your individual subscription at any time in our sole discretion or as part of a general shut down of our service. If we terminate your subscription, we will refund you your pro-rated Subscription fees. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership and copyright provisions, warranty disclaimers, indemnity and limitations of liability.

## **9. GENERAL REPRESENTATION AND WARRANTY**

You represent and warrant that (i) your use of the website and the Reports will be in strict accordance with the Company Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the website and of the Reports will not infringe or misappropriate the intellectual property rights of any third party.

## **10. INDEMNIFICATION**

You agree to indemnify and hold harmless the Company and its directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the website and the Reports, including but not limited to your violation of this Agreement.

## **11. MISCELLANEOUS**

This Agreement constitutes the entire agreement between you and the Company concerning the subject matter hereof, and may only be modified by a written amendment signed by an authorized executive of the Company, or by the posting by the Company of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the website or the Reports will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Orange County, California. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may not assign your rights under this Agreement to any party; the Company may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.