

Aniline

Service Provider Marketplace Terms of Service Agreement

Last Updated Date: October 15, 2020

PLEASE READ THIS SERVICE PROVIDER MARKETPLACE TERMS OF SERVICE AGREEMENT (“**TERMS OF SERVICE**”) CAREFULLY. THIS WEBSITE AND ITS SUBDOMAINS (COLLECTIVELY, THE “**WEBSITE**”), THE INFORMATION ON THE WEBSITE, AND THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”), ARE CONTROLLED BY ANILINE INC. (“**ANILINE**”). THESE TERMS OF SERVICE ALONG WITH ALL SUPPLEMENTAL TERMS THAT MAY BE PRESENTED TO YOU FOR YOUR REVIEW AND ACCEPTANCE (COLLECTIVELY, THE “**AGREEMENT**”), GOVERN YOUR ACCESS TO AND USE OF THE SERVICES. BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, BROWSING THE WEBSITE, OR OTHERWISE ACCESSING OR USING ANY OF THE SERVICES, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ANILINE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY IDENTIFIED DURING THE ACCOUNT REGISTRATION PROCESS (“**YOU**” OR “**SERVICE PROVIDER**”), AND TO BIND SERVICE PROVIDER TO THE AGREEMENT. **IF SERVICE PROVIDER DOES NOT AGREE TO BE BOUND BY THE AGREEMENT, SERVICE PROVIDER MAY NOT ACCESS OR USE ANY OF THE SERVICES.**

IF YOU SUBSCRIBE TO THE SERVICES FOR AN ANNUAL TERM (THE “**INITIAL TERM**”), THE AGREEMENT WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF ONE YEAR AT ANILINE’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU OPT OUT OF THE AUTO-RENEWAL IN ACCORDANCE WITH SECTION 9.7 (AUTOMATIC RENEWAL).

PLEASE BE AWARE THAT SECTION 18 (DISPUTE RESOLUTION) CONTAINS PROVISIONS GOVERNING HOW ANY DISPUTES BETWEEN US WILL BE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS SERVICE PROVIDER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE BE AWARE THAT SECTION 2.4 (ANILINE COMMUNICATIONS) CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY ANILINE AT ITS SOLE DISCRETION AT ANY TIME. WHEN CHANGES ARE MADE, ANILINE WILL MAKE A COPY OF THE UPDATED AGREEMENT AVAILABLE AT THE WEBSITE AND UPDATE THE “LAST UPDATED DATE” AT THE TOP OF THESE TERMS OF SERVICE. IF WE MAKE ANY MATERIAL CHANGES TO THE AGREEMENT, WE WILL PROVIDE NOTICE OF SUCH MATERIAL CHANGES ON THE WEBSITE AND ATTEMPT TO NOTIFY YOU BY SENDING AN E-MAIL TO THE E-MAIL ADDRESS PROVIDED IN YOUR ACCOUNT REGISTRATION. ANY CHANGES TO THE AGREEMENT WILL BE EFFECTIVE IMMEDIATELY FOR NEW USERS OF THE SERVICES AND WILL BE EFFECTIVE FOR EXISTING REGISTERED USERS UPON THE

EARLIER OF (A) THIRTY (30) DAYS AFTER THE “LAST UPDATED DATE” AT THE TOP OF THESE TERMS OF SERVICE, OR (B) YOUR CONSENT TO AND ACCEPTANCE OF THE UPDATED AGREEMENT IF ANILINE PROVIDES A MECHANISM FOR YOUR IMMEDIATE ACCEPTANCE IN A SPECIFIED MANNER (SUCH AS A CLICK-THROUGH ACCEPTANCE), WHICH ANILINE MAY REQUIRE BEFORE FURTHER USE OF THE SERVICES IS PERMITTED. IF YOU DO NOT AGREE TO THE UPDATED AGREEMENT, YOU MUST STOP USING ALL SERVICES UPON THE EFFECTIVE DATE OF THE UPDATED AGREEMENT. OTHERWISE, YOUR CONTINUED USE OF ANY OF THE SERVICES AFTER THE EFFECTIVE DATE OF THE UPDATED AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE UPDATED AGREEMENT. PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT AGREEMENT. YOU AGREE THAT ANILINE’S CONTINUED PROVISION OF THE SERVICES IS ADEQUATE CONSIDERATION FOR THE CHANGES IN THE UPDATED AGREEMENT.

1. How the Aniline Services Work. The Services may be used to facilitate the listing and engagement of human resources-related services (“**HR Services**”). We make our Services available as an online platform or marketplace for service providers who provide HR Services to connect with Aniline customers who may wish to engage such service providers to provide HR Services and make such arrangements with each other through the Services. **Aniline does not own, sell, resell, furnish, license, provide, or manage HR Services. Our responsibilities are limited to facilitating the availability of the HR Services.**

PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICES ARE INTENDED TO BE USED TO FACILITATE THE CONNECTION OF SERVICE PROVIDERS AND USERS OF THE SERVICES FOR THE PURPOSES OF ARRANGING HR SERVICES THROUGH THE SERVICES, BUT YOU AGREE THAT ANILINE HAS NO RESPONSIBILITY OR LIABILITY RELATED TO ANY HR SERVICES PROVIDED BY YOU OR ANY OTHER SERVICE PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. ANILINE CANNOT AND DOES NOT CONTROL THE INFORMATION OR CONTENT CONTAINED IN ANY LISTINGS (OTHER THAN THE ARRANGEMENT AND DISPLAY OF SUCH CONTENT) AND THE CONDITION, LEGALITY, SAFETY, OR SUITABILITY OF ANY HR SERVICES. ANILINE IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND HR SERVICES. ACCORDINGLY, ANY ENGAGEMENTS AND SUBSEQUENT HR SERVICES WILL BE MADE OR ACCEPTED AT A USER’S OWN RISK, AND SERVICE PROVIDERS MUST SATISFY THEMSELVES WITH ANY USER’S CREDENTIALS.

SERVICE PROVIDERS ARE NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, OR FRANCHISEES OF ANILINE. ANILINE DOES NOT PERFORM ANY OBLIGATIONS IN CONNECTION WITH THE HR SERVICES TO SERVICE PROVIDERS AND DOES NOT EMPLOY SERVICE PROVIDERS TO PERFORM SUCH OBLIGATIONS. ALL USERS OF THE SERVICES HEREBY ACKNOWLEDGE THAT ANILINE DOES NOT SUPERVISE, DIRECT, CONTROL OR MONITOR ANY SERVICE PROVIDER’S ENGAGEMENTS OR HR SERVICES BUT MAY MONITOR ENGAGEMENTS MADE THROUGH THE SERVICES. THE RELATIONSHIP BETWEEN SERVICE PROVIDERS AND ANILINE ARE THAT OF AN INDEPENDENT CONTRACTOR.

2. USE OF THE SERVICES. The Services, and the information and content available on them, are protected by applicable intellectual property laws. Unless subject to a separate license between you and Aniline, your right to use any and all Services is subject to the Agreement.

2.1 Aniline Software. Use of any software and associated documentation that is made available via the Services (“**Software**”) is governed by the Agreement. Subject to your

compliance with the Agreement, Aniline grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive license to access and use the features and functions of the Software for the sole purpose of enabling you to use the Services in the manner permitted by the Agreement. Some Software may be offered under open source licenses that we will make available to you upon your request. There may be provisions in the open source licenses that expressly override some of these terms.

2.2 Updates. You understand that the Services are evolving. As a result, Aniline may require you to accept updates to the Services that you have installed on your computer or mobile device. You acknowledge and agree that Aniline may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

2.3 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit any of the Services; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Aniline; (c) you shall not use any metatags or other “hidden text” using Aniline’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including, but not limited to, spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you will not access Services in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Services. Any future release, update or other addition to Services shall be subject to the Agreement. Aniline, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use, or suspected unauthorized use, of the Services terminates the rights and licenses granted by Aniline pursuant to the Agreement. You agree to indemnify Aniline Parties in the event of any claims against Aniline based on or arising from your violation of the foregoing.

2.4 Aniline Communications. By entering into the Agreement or using the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning the Aniline and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

3. REGISTRATION.

3.1 Registering Your Account. To access certain features of the Services you may be required to become a Registered User. For purposes of the Agreement, a **“Registered User”** is a user who has registered an account with Aniline through the Services (**“Account”**).

3.2 Registration Data. In registering an Account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the **“Registration Data”**); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by any other persons, including minors, and you will accept full responsibility for any such unauthorized use. You may not share your Account login or password with anyone, and you agree to (y) notify Aniline immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Aniline has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Aniline has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. Aniline reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by Aniline, or if you have been previously banned from any of the Services.

3.3 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Aniline.

3.4 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

4. RESPONSIBILITY FOR CONTENT.

4.1 Types of Content. You acknowledge that any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and other materials accessible through the Services (collectively, **“Content”**) is the sole responsibility of the party from whom such Content originated. This means that you, and not Aniline, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through the Services (**“Your Content”**), and that you and other Registered Users of the Services, and not Aniline, are similarly responsible for all Content that you and they make available through the Services (**“User Content”**).

4.2 No Obligation to Pre-Screen Content. You acknowledge that Aniline has no obligation to pre-screen User Content, although Aniline reserves the right in its sole discretion to pre-screen, refuse or remove any User Content. By entering into the Agreement, you hereby provide your irrevocable consent to Aniline’s monitoring of Your Content. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Aniline pre-screens, refuses or removes any of Your Content, you acknowledge that Aniline will do so for Aniline’s benefit, not yours. Without limiting the foregoing, Aniline shall have the right to remove any of Your Content that violates the Agreement or is otherwise objectionable.

4.3 Storage. Aniline has no responsibility or liability for the deletion or accuracy of any User Content, including Your Content; the failure to store, transmit or receive transmission of any User Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for choosing the appropriate level of access to Your Content. If you do not so choose, the Services may default to the most permissive setting. You agree that Aniline retains the right to create reasonable limits on Aniline’s use and storage of User Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits as determined by Aniline in its sole discretion.

5. OWNERSHIP.

5.1 Services. Except with respect to Your Content and other User Content, you agree that Aniline and its suppliers own all rights, title and interest in the Services (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Aniline software). You agree not to remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services.

5.2 Trademarks. Aniline’s name and all related stylizations, graphics, logos, service marks and trade names used on or in connection with any Services are the trademarks of Aniline and may not be used without permission in connection with your, or any third-party, products or services. Third party trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

5.3 Your Content. Aniline does not claim ownership of Your Content. However, when you post or publish Your Content on or in any Services, you represent that you own or have all necessary rights to post or publish Your Content on or in the Services.

5.4 License to Your Content. Subject to any applicable Account settings that you select, you grant Aniline a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the Services to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Services. You agree that you, not Aniline, are responsible for all Your Content.

5.5 Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on the Services, you hereby expressly permit Aniline to identify you by your username (which may be a pseudonym) as the contributor of Your Content.

5.6 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Aniline through its suggestion, feedback, wiki, forum, or similar pages (“**Feedback**”) is at your own risk and that Aniline has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Aniline a fully paid, royalty-free, perpetual, irrevocable, worldwide, and non-exclusive right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or Aniline’s business.

6. USER CONDUCT. As a condition of use, you agree not to use any of the Services for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) to (a) take any action or (b) make available any Content on or through the Services that: (i) infringes, misappropriates or otherwise violates any intellectual property right, right of publicity, right of privacy or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves contests, sweepstakes, barter, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of Aniline; (vi) interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by the Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing,” or “crashing” the Services.

7. INVESTIGATIONS. Aniline may, but is not obligated to, monitor or review the Services and Content at any time. Without limiting the foregoing, Aniline shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although Aniline does not generally monitor user activity occurring in connection with the Services or Content, if Aniline becomes aware of any possible violations by you of any provision of the Agreement, Aniline reserves the right to investigate such violations, and Aniline may, at its sole discretion, immediately terminate your license to use the Services, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

8. INTERACTIONS WITH OTHER USERS.

8.1 User Responsibility. Service Providers and other users of the Services are solely responsible for their interactions with each other, and any other parties with whom they interact; provided, however, that Aniline reserves the right, but has no obligation, to intercede in disputes.

Service Providers and other users of the Services agree that Aniline will not be responsible for any liability incurred as the result of such interactions. YOU UNDERSTAND THAT ANILINE DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS REGISTERED USERS OR EVALUATE THE CREDENTIALS OF ANY REGISTERED USER. ANILINE ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS REGISTERED USERS. ANILINE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE SERVICE PROVIDERS OR OTHER REGISTERED USERS. ANILINE RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

8.2 Content Provided by Other Users. Services may contain User Content provided by other users, including listings. Aniline is not responsible for and does not control User Content. Aniline has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk.

8.3 Non-Circumvention. If Service Provider engages any user outside of the Services, Service Provider will pay Aniline in accordance with Aniline's fee schedule. In the event Service Provider induces, suggests, or otherwise solicits any user's request for HR Services outside the Services, Aniline shall have the right to immediately terminate Service Provider's Account without notice, with no liability, and no further obligation to Service Provider.

9. FEES AND PURCHASE TERMS.

9.1 General Purpose of Agreement: Sale of Service, not Software. The purpose of the Agreement is for you to secure access to the Services. In no way are the fees paid by you under the Agreement considered payment for the sale or license of Aniline's Software, and, furthermore, any use of Aniline's Software by you in furtherance of the Agreement will be considered merely in support of the purpose of the Agreement.

9.2 Payment. Service Providers agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable in accordance with the Services, including all Service Subscription Fees and Quick Quote Fees. Service Providers must provide Aniline with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) (each, a "**Payment Provider**") as a condition to signing up for the Services. A Service Provider's Payment Provider agreement governs its use of the designated credit card, and Service Providers must refer to that agreement, not this Agreement, to determine their rights and liabilities. By providing Aniline with your credit card, Service Provider agrees that Aniline is authorized to immediately deduct its Payment Provider for all fees and charges as they become due and payable and that no additional notice or consent is required. Service Provider agrees to immediately notify Aniline of any change in your billing address or the credit card used for payment hereunder. Aniline reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Services or by e-mail delivery to you.

9.3 Service Subscription Fees. Service Provider will be responsible for payment of the applicable subscription fee for the Services (each, a "**Service Subscription Fee**") at the time you create your Account and select the annual membership (each, a "**Service Commencement**

Date”). Except as set forth in the Agreement, all fees for the Services are non-refundable. No contract will exist between you and Aniline for the Services until Aniline accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

9.4 Quick Quote Fees. As part of the Services, Service Providers have the opportunity to solicit and/or market to users of the Services regarding Service Provider’s HR Services and receive “Quick Quote” requests from such users. For each “Quick Quote” request received by Service Provider through the Services, Service Provider shall pay to Aniline the “Quick Quote” fee set forth in Service Provider’s Account (“**Quick Quote Fee**”) at the time the request is processed by the platform.

9.5 Taxes. The payments required under Section 9.3 (Service Subscription Fees) and Section 9.4 (Quick Quote Fees) do not include any Sales Tax that may be due in connection with the services provided under the Agreement. If Aniline determines it has a legal obligation to collect a Sales Tax from you in connection with the Agreement, Aniline may collect such Sales Tax in addition to the payments required under Section 9.3 (Service Subscription Fees) and Section 9.4 (Quick Quote Fees). If any services or products, or payments for any services or products, under the Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Aniline, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Aniline for any liability or expense Aniline may incur in connection with such Sales Taxes. Upon Aniline’s request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “**Sales Tax**” shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

9.6 Withholding Taxes. Service Providers agree to make all payments of fees to Aniline free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Aniline will be Service Provider’s sole responsibility, and you will provide Aniline with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

9.7 Automatic Renewal. Service Provider’s subscription will continue indefinitely until terminated in accordance with the Agreement. **After Service Provider’s initial subscription period, and again after any subsequent subscription period, Service Provider’s subscription will automatically commence on the first day following the end of such period (each a “Renewal Commencement Date”)** and continue for an additional equivalent period, at Aniline’s then-current price for such subscription. Service Provider agrees that its Account will be subject to this automatic renewal feature unless its subscription is cancelled at least thirty (30) days prior to the Renewal Commencement Date (or in the event that Service Provider receives a notice from Aniline that its subscription will be automatically renewed, Service Provider will have thirty (30) days from the date of the Aniline notice). If Service Provider does not wish its subscription to renew automatically, or if Service Provider wants to change or terminate its subscription, please contact Aniline at partners@aniline.io. If Service Provider cancels its subscription, Service Provider may use its subscription until the end of its then-current subscription term; Service Provider’s subscription will not be renewed after its then-current term expires. However, Service Provider will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, Service Provider authorizes Aniline to charge its Payment Provider now, and again at the beginning of any subsequent subscription period for its subscription access to the Services. Upon renewal of your subscription, if Aniline does not receive payment from Service Provider’s Payment Provider, (a) Service Provider agrees to pay all amounts due on its Account upon demand and/or (b) Service Provider agrees that Aniline may either terminate or suspend its subscription and continue to attempt to charge its Payment Provider until payment is received (upon receipt of payment, the premium version of Service Provider’s Account will be activated and for purposes of automatic renewal, and its new subscription commitment period will begin as of the day payment was received).

9.8 Free Trials and Other Promotions. Any free trial or other promotion that provides access to the Services must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you pay the applicable subscription fee. If you are inadvertently charged for a subscription, please contact Aniline to have the charges reversed.

9.9 Advertising Revenue. Aniline reserves the right to display Third Party Ads before, after, or in conjunction with User Content posted on the Services, and you acknowledge and agree that Aniline has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by Aniline as a result of such advertising).

10. RELEASE. Aniline expressly disclaims any liability that may arise between users of the Services. The Services are only a venue for connecting Service Providers and users of the Services. Because Aniline is not a party to the actual contracts between Service Providers and other users, in the event that you have a dispute with one or more users, you release Aniline, its parents, subsidiaries, affiliates, officers, employees, investors, agents, partners and licensors (collectively, the “Aniline Parties”) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have

materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by an Aniline Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Platform provided hereunder.

11. INDEMNIFICATION. You agree to indemnify and hold the Aniline Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of any Service in violation of the Agreement; (c) your violation of any rights of another party, including any Registered Users; (d) your violation of any applicable laws, rules or regulations; or (e) your provision of HR Services. Aniline reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to fully cooperate with Aniline in asserting any available defenses. This provision does not require you to indemnify any of the Aniline Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

12. DISCLAIMER OF WARRANTIES AND CONDITIONS.

12.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. ANILINE EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES.

(a) ANILINE MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. ANILINE MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ANILINE OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY OR COVENANT NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, ANILINE MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT ANILINE'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

12.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT ANILINE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ANILINE LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF ECONOMIC DAMAGES FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. ANILINE MAKES NO WARRANTY THAT THE INFORMATION, GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ANILINE MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH INFORMATION, GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH SERVICES.

12.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF SERVICES. YOU UNDERSTAND THAT ANILINE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF SERVICES. ANILINE DOES NOT GUARANTEE OR WARRANT ANY USER'S PERFORMANCE OR OUTCOME OR QUALITY OF ANY HR SERVICES.

12.4 Third Party Materials. As a part of the Services, you may have access to materials that are provided or hosted by another party. You agree that it is impossible for Aniline to monitor such materials and that you access these materials at your own risk.

13. LIMITATION OF LIABILITY.

13.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL ANILINE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ANILINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF AN ANILINE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A ANILINE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A ANILINE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

13.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, ANILINE PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE TOTAL AMOUNT PAID TO ANILINE BY YOU DURING THE SIX (6)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF AN ANILINE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY AN ANILINE PARTY'S

NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN ANILINE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

13.3 User Content. EXCEPT FOR ANILINE'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE ANILINE'S **PRIVACY POLICY**, ANILINE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

13.4 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

13.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ANILINE AND YOU.

14. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT. It is Aniline's policy to terminate membership privileges of any Registered User who repeatedly infringes copyright upon prompt notification to Aniline by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) 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 (f) 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. Contact information for Aniline's Copyright Agent for notice of claims of copyright infringement is as follows: Aniline Inc., Attn: Jennifer Sheehy - Copyright Agent, 58 Valley Lane, Chappaqua, NY 10514.

15. MONITORING AND ENFORCEMENT. Aniline reserves the right to: (a) remove or refuse to post any of Your Content for any or no reason in our sole discretion; (b) take any action with respect to any of Your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates the Agreement, infringes or violates any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Aniline; (c) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and/or (d) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement. If Aniline becomes aware of any possible violations by you of the Agreement, Aniline reserves the right to investigate such violations. If, as a result of the investigation, Aniline believes that criminal activity has occurred, Aniline reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Aniline is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including Your Content, in Aniline's possession in connection with your use of the Services, to (i) comply with applicable laws, legal

process or governmental request; (ii) enforce the Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Aniline, its Registered Users or the public, and all enforcement or other government officials, as Aniline in its sole discretion believes to be necessary or appropriate.

16. TERM AND TERMINATION.

16.1 Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remains in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

16.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

16.3 Termination of Services by Aniline. You will have thirty (30) days from the Service Commencement Date for any Services hereunder to cancel such Service, in which case Aniline will refund your Service Subscription Fee, if already paid pursuant to Section 9.2 (Payment) or Section 9.3 (Service Subscription Fees), for the applicable Service. Except as set forth above, the Service Subscription Fee for any Service shall be non-refundable and all Quick Quote Fees shall be non-refundable. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Agreement, or if Aniline is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), Aniline has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Aniline's sole discretion and that Aniline shall not be liable to you or any third party for any termination of your Account.

16.4 Termination of Services by You. If you wish to terminate the Services provided by Aniline, you may do so by (a) notifying Aniline at partners@aniline.io and (b) canceling your membership. THE SERVICES WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 9.7 (AUTOMATIC RENEWAL).

16.5 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Aniline will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

16.6 No Subsequent Registration. If your registration(s) with, or ability to access, the Services or any other Aniline community, is discontinued by Aniline due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you

agree that you shall not attempt to re-register with or access the Services or any Aniline community through use of a different name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Aniline reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

17. INTERNATIONAL USERS. The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Aniline intends to announce such Services or Content in your country. The Services are controlled and offered by Aniline from its facilities in the United States of America. Aniline makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

18. DISPUTE RESOLUTION. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires U.S. users to arbitrate disputes with Aniline and limits the manner in which you can seek relief from us.

18.1 Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Services, to any products sold or distributed through the Services, or to any aspect of your relationship with Aniline, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify, and (b) you or Aniline may seek equitable relief in court for infringement or other misuse of intellectual property rights. **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

18.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent: United Corporate Services, Inc., 874 Walker Road, Suite C, Dover, Delaware 19904. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Aniline will pay them for you. In addition, Aniline will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country

where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

18.3 Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Aniline. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

18.4 Waiver of Jury Trial. YOU AND ANILINE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Aniline are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 18.1 (Applicability of Arbitration Agreement). An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

18.5 Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in New York County, New York. All other disputes, claims, or requests for relief shall be arbitrated.

18.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: legal@aniline.io, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Aniline username (if any), the email address you used to set up your Aniline account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

18.7 Severability. Except as provided in Section 18.5 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

18.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Aniline.

18.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Aniline makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Aniline at the following address: Aniline Inc., 58 Valley Lane, Chappaqua, NY 10514.

19. THIRD PARTY SERVICES.

19.1 Third Party Payment Processor. Aniline uses Stripe, Inc. (“**Stripe**”) and its affiliates as the third- party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By submitting payment to Aniline or buying or selling on the Services, you agree to be bound by Stripe’s Privacy Policy (currently accessible at <https://stripe.com/us/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/us/terms>) and hereby consent and authorize Aniline and Stripe to share any information and payment instructions you provide to the minimum extent required to complete your transactions.

19.2 Third Party Websites and Ads. The Services may contain links to third party websites (“**Third Party Websites**”) and advertisements for third parties (“**Third Party Ads**”). When you click on a link to a Third Party Website or Third Party Ad, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Ads are not under the control of Aniline. Aniline is not responsible for any Third-Party Websites or Third-Party Ads. Aniline provides these Third Party Websites and Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Websites and Third-Party Ads at your own risk. When you leave our Website, the Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third Party Websites or Third-Party Ads, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

20. GENERAL PROVISIONS.

20.1 ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

20.2 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Aniline agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in New York County, New York.

20.3 Electronic Communications. The communications between you and Aniline may take place via electronic means, whether you visit the Services or send Aniline e-mails, or whether Aniline posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Aniline in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Aniline provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).

20.4 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Aniline’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

20.5 Force Majeure. Aniline shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, pandemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages, fuel, energy, labor or materials.

20.6 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at: Aniline Inc., 58 Valley Lane, Chappaqua, NY 10514. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

20.7 Notice. Where Aniline requires that you provide an e-mail address, you are responsible for providing Aniline with your most current e-mail address. In the event that the last e-mail address you provided to Aniline is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Agreement, Aniline’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Aniline at the following address: Aniline Inc., 58 Valley Lane, Chappaqua, NY 10514. Such notice shall be deemed given when received by Aniline by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

20.8 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

20.9 Severability. If any portion of the Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

20.10 Export Control. You may not use, export, import, or transfer any Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any

other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Aniline are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Aniline products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

20.11 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

20.12 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.