

User Guide Media, Inc.

Individual User Terms of Service

User Guide Media, Inc. (“User Guide Media”, “us”, or “we”) provides web-based and mobile applications that enable a User to access and review documents and information specific to that User’s home and home appliances (the “Services”). Our website is located at www.userguidemedia.com (the “Site”).

This Individual User Terms of Service (the “Agreement”) sets forth the legally binding terms for your use of the Platform. By accessing and using the Platform, you agree to comply with and be bound by this Agreement and any other policies posted on the Site, whether you are visiting the Site (“Visitor”) or you are a “Subscriber” (which means that you have registered on the Site or App). The term “User” refers to both Visitors and Subscribers. If you do not agree to this Agreement, you may not access and use the Platform.

If you sign up for additional features and services that are governed by additional terms and conditions, we will inform you accordingly when you sign up for these additional features and services. Unless otherwise provided by the additional terms and conditions, they are hereby incorporated into this Agreement by reference.

1. YOUR USER GUIDE MEDIA ACCOUNT

In order to use the Platform (and to become a Subscriber), you must create a User Guide Media account on the Site or App (the “Account”).

1.1 Eligibility. By using the Platform, you represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are thirteen (13) years of age or older upon registration; (d) your use of the Platform does not violate any applicable law or regulation, or any other obligation (including contractual obligation) you might have towards third parties; (e) 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 (f) you are not listed on any U.S. Government list of prohibited or restricted parties. Any Account you have created by registering on the Site or App may be deleted without warning if we believe that any representation and warranty you make hereunder is breached or inaccurate or if you are improperly using the Platform.

1.2 Password. When you sign up to become a Subscriber, you will also be asked to choose a password for your Account. You are solely responsible for maintaining the

confidentiality of your password. You agree not to use the Account or password of another Subscriber at any time. You agree to notify us immediately if you suspect any unauthorized use of your Account or access to your password. You are solely responsible for any and all use of your Account.

1.3 Account Information. You will create your account and login identity by registering with the Platform, which provides us with your name, address, email, phone number.

1. RIGHT TO USE THE PLATFORM; RESTRICTIONS

2.1 Grant of Rights. Subject to the terms of this Agreement and your payment of the applicable subscription fee, upon your creation of an Account on one of the Site or App, User Guide Media grants you the non-transferable right to access and use the Platform during the term of this Agreement (a “Subscription”).

2.2 Restrictions. You agree not to (a) reproduce, modify, publish, transmit, distribute, publicly perform or display, sell, or create derivative works based on the Platform or the User Guide Media Content; (b) rent, lease, loan, or sell access to the Platform without express written consent by User Guide Media; (c) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Platform; or (d) permit any use of or access to the Platform by any third party, or operate the Platform on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party.

2.3 Fees. In consideration for the access rights granted to you and the services performed by User Guide Media under this Agreement, you will pay to User Guide Media the fees set forth in the applicable application store and you authorize us to charge you those fees.

1. OWNERSHIP OF PLATFORM AND CONTENT; USE OF CONTENT

3.1 Platform Ownership. You acknowledge that all the intellectual property rights in the Platform are owned by User Guide Media, or User Guide Media’s licensors. The trademarks, logos and service marks (“Marks”) displayed on the Platform are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party that may own the Mark. If you send us any feedback regarding the Platform, you hereby assign any intellectual property rights in such feedback to us.

3.2 User Guide Media Content. The Platform contains Content provided by us, home builders or general contractors, and/or our licensors (“User Guide Media Content”).

Home builders, general contractors and other licensors who provide content to the platform for your use are “Content Providers.” We or our Content Providers own and retain all proprietary rights in the User Guide Media Content and we own and retain all property rights in the Platform. Provided you are a User, and subject to the terms and conditions of this Agreement, we hereby grant you a limited, revocable, non-sublicensable license to download, view, copy and print User Guide Media Content from the Platform solely for your personal use in connection with using the Platform during the term. The Platform also contains Content that you may import from third parties, such as documentation from third parties that you upload to the Platform, and your rights to such Content (if any) are granted by such third parties. “Content” means any data or information posted, uploaded or entered into the Platform, including reports, comments, opinions, postings, messages, text, files, images, photos, works of authorship, e-mail, or other materials.

3.3 User Content. By posting, uploading or entering any Content into the Platform, you hereby grant to us an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, perform, display, create derivative works of, and distribute such Content in any and all media (now known or later developed) throughout the world in order to provide the Services. No compensation will be paid with respect to the Content that you provide through the Platform. User Guide Media may aggregate Content you provide with other data to provide the Services and to improve user experience on the Platform.

1. ACCEPTABLE USE AND CONDUCT; THIRD PARTY CONTENT

4.1 You are solely responsible for any and all Content that is provided through your Account on the Platform and for your interactions with other Users.

4.2 Prohibited Content. You agree that you will not post any Prohibited Content or use any Prohibited Content in connection with the Platform. “Prohibited Content” is Content that: (i) is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or is pornographic or sexually explicit in nature; (ii) bullies, harasses or advocates stalking, bullying, or harassment of another person; (iii) involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing, or “spamming,”; (iv) is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (v) promotes, copies, performs or distributes an illegal or unauthorized copy of another person’s work that is protected by copyright or trade secret law, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music, videos, or movies, or links to such pirated music, videos, or movies; (vi) is

involved in the exploitation of persons under the age of eighteen (18) in a sexual or violent manner, or solicits personal information from anyone under eighteen (18); (vii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses and other harmful code; (viii) solicits passwords or personally identifying information for commercial or unlawful purposes from others; (ix) except as expressly approved by us, involves commercial activities and/or promotions such as contests, sweepstakes, barter, advertising, or pyramid schemes; (x) contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; or (xi) otherwise violates the terms of this Agreement or creates liability for us.

4.3 Representations Regarding Your Content. You represent and warrant that: (a) you own the Content posted by you on the Platform or otherwise have the right to grant the license set forth in this Agreement, (b) your Content does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person, and (c) by providing your Content, you do not violate any confidentiality obligations you might have towards a third party. **You agree to only provide information to the platform that you are allowed to provide without violating any obligations you might have towards a third party, including any confidentiality obligations. You agree not to provide any information that you are not allowed to share with others, including by contract or law.**

4.4 Enforcement by User Guide Media. Any use of the Platform in violation of this Agreement may result in, among other consequences, termination or suspension of your rights to use the Platform. We may disclose information about your use of the Platform in accordance with our privacy policy. We have the right (but not the obligation) to review any Content and delete (or modify) any Content that in our sole discretion violates this Agreement or which is Prohibited Content, or may otherwise violate the rights, harm, or threaten the safety of any User or any other person, or create liability for us or any User. We reserve the right (but have no obligation) to investigate and take appropriate legal action in our sole discretion against you if you violate this provision or any other provision of this Agreement, including without limitation, removing Content from the Platform (or modifying it), terminating your subscription and Account, reporting you to law enforcement authorities, and taking legal action against you. You are solely responsible for creating backup copies of and replacing any Content you post on the Platform at your sole cost and expense.

4.5 Third Party Content. Content from Content Providers and other third parties is made available to you through the Platform. Because we do not control such the substance of such Content, (a) you agree that we are not responsible for any such Content, including advertising and information about goods or services or third party

products or services, and (b) we make no guarantees about the accuracy, currency, suitability, or quality of the information in such Content, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by Content Providers and other third parties.

4.6 Responsibility. Your proper use of the Platform, including Content provided through the Platform are your responsibility, and User Guide Media may take appropriate actions under this Agreement in the event of any improper use or interactions by you. You agree that we are not responsible for any loss or damage incurred as the result of your use of the Platform. If there is a dispute between you and any Content Provider or other third party, we are under no obligation to become involved; however, we reserve the right, but have no obligation, to monitor disputes between you and the Content Provider or other third party.

4.7 User Guide Media Subscriber Interaction. You will not use any information obtained from the Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any User without their prior express consent.

4.8 Lawful Use. You will use the Platform in a manner consistent with any and all applicable laws and regulations and solely for lawful purposes. The Platform is for the personal use of Users only.

4.9 No Disruption. You will not: (i) interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform; (ii) introduce software or automated agents to the Platform, or access the Platform so as to produce multiple accounts, generate automated messages, or to strip or mine data from the Platform; or (iii) interfere with, disrupt, or modify any data or functionality of the Platform.

4.10 Miscellaneous. You will not attempt to impersonate another User, Content Provider, or any third party. You will use the Platform in a manner consistent with any and all applicable laws and regulations.

1. THIRD-PARTY WEBSITES, SERVICES AND PRODUCTS

The Platform may contain links to third-party websites (“Third-Party Websites”) placed by us as a service to those interested in this information. You use all such links to Third-Party Websites at your own risk. We do not monitor or have any control over, and make no claim or representation regarding Third-Party Websites. To the extent such links are provided by us, they are provided only as a convenience, and such link to a Third-Party Website does not imply our endorsement, adoption or

sponsorship of such Third-Party Website. We may have an affiliate relationship with Third-Party Websites through which we earn fees in connection with purchases you make on the Third-Party Websites located through the Platform. When you leave the Site or App, as applicable, our terms and policies no longer govern.

Any product, service or other offering found through the Platform are listed for your convenience, and User Guide Media does not imply any endorsement, opinion, adoption, or sponsorship of such product, service or other offering. User Guide Media expressly disclaims any representations regarding all third-party websites, Content, products, services and offerings. User Guide Media is not responsible or liable, directly or indirectly, for any damage, loss or liability caused or alleged to be caused by or in connection with any use of or reliance on any Content, or products, services or offerings found using the Platform.

1. TERM AND TERMINATION

This Agreement shall remain in full force and effect (a) while you are using the Platform, if you are a Visitor, and (b) for the duration of your subscription, if you are a Subscriber. Any Subscription purchased hereunder commences on the date you commence your Subscription and remains in effect perpetually (for free subscriptions) or for the period for which you have paid the applicable subscription fee (if any). Any Subscription purchased hereunder shall be automatically renewed for consecutive periods unless either party provides written notice to the other of its intention not to renew at least thirty (30) days prior to the expiration of the then-current term. **At the end of each Subscription Term your Subscription will automatically renew on the first day following the end of such period and continue for an additional subscription period. You agree that your account will be subject to this automatic renewal feature unless you cancel your Subscription thirty (30) days prior to the effective date of the renewed Subscription period.** By subscribing, you authorize User Guide Media to charge you now using your selected payment method, and again at the beginning of any subsequent Subscription period. Upon renewal of your Subscription, if User Guide Media does not receive payment, (i) you agree to pay all amounts due on your account upon demand, and/or (ii) you agree that User Guide Media may either terminate or suspend your Subscription and continue to attempt to charge you using your selected payment method (and any replacement payment method, if any, you obtain) until payment is received (upon receipt of payment, your account will be activated and for purposes of automatic renewal, your new Subscription Term begin as of the day payment was received).

You may delete your Account and end your subscription at any time, for any or no reason by contacting us through the Site or the App. Please note that even if you delete your Account but continue to use the Platform as a Visitor, your use of the

Platform is still subject to this Agreement. Unless User Guide Media has terminated your Account, you can start a new subscription by providing the information required at the time of sign-up. We may terminate your subscription or this Agreement for any or no reason at any time by ceasing to provide the Platform to you. You understand that termination of this Agreement and the Account you have created with us may involve deletion of your Account information from our live databases. We will not have any liability whatsoever to you for any termination of your Account or related deletion of your information.

1. DISCLAIMERS

We are not responsible for any incorrect or inaccurate Content (including any information provided by Content Providers) posted, uploaded, entered or otherwise found on the Platform, whether caused by Users, Content Providers or other third-parties, or by any of the equipment or programming associated with or utilized in the Platform. We are not responsible for the conduct, whether online or offline, of any Users. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any Content. We are not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet, the Site, the App or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Platform. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Platform, use of products, services or offerings that appear on the Platform, or from any Content posted on the Platform or transmitted to Users, or any interactions with Users or Content Providers, whether online or offline.

The Platform is provided "AS-IS" and "As Available". We expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that: (a) the Platform will meet your requirements; (b) the Platform will be available on an uninterrupted, timely, secure, or error-free basis; or (c) the results that may be obtained from the use of the Platform will be accurate or reliable.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

1. LIMITATION OF LIABILITY

In no event shall we be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special or punitive damages in any way related to this Agreement, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this Agreement (for any cause whatsoever and regardless of the form of the action), will at all times be limited to the greater of (i) the aggregate amount of fees and payments paid to us by you during the twelve (12) month period preceding the first event giving rise to the liability under this Agreement and (ii) fifty U.S. dollars (\$50).

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you and you may also have other legal rights that vary from jurisdiction to jurisdiction.

1. INDEMNIFICATION

You agree to defend, indemnify and hold harmless User Guide Media, its subsidiaries and affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including, without limitation, attorneys' fees, arising out of, related to, or in connection with (i) your improper or unauthorized use of the Platform, and (ii) any claim that your Content infringes a third party's intellectual property rights .

1. MISCELLANEOUS

10.1 Third Party Beneficiary. You understand that this Agreement is between you and User Guide Media only and there are no third party beneficiaries.

10.2 Amendments. This Agreement may be modified by us from time to time. If we make material changes to the Agreement, we will post the modified Agreement on our website. You agree that such amended Agreement will be effective thirty (30) days after being posted, and your continued use of the Platform after that time shall constitute your acceptance of the amended Agreement.

10.3 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by events beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

10.4 Survival. The provisions under Sections 2.2, 3, 6, 7, 8, 9, and 10 will survive expiration or termination of this Agreement for any reason.

10.5 Governing Law. This Agreement shall be governed by the laws of the State of Colorado without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts located in Denver, Colorado.

10.6 Dispute Resolution: Arbitration, Class Action Waiver and Jurisdiction.

Please read this Arbitration Agreement carefully. It is part of your contract with User Guide Media and affects your rights. It contains procedures for mandatory binding arbitration and a class action waiver.

a. Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any product or service provided by User Guide Media that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and User Guide Media.

b. Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to User Guide Media should be sent to: ATTN: User Guide Media, 700 W Colfax Ave Denver, CO 80204. After the Notice is received, you and User Guide Media may attempt to resolve the claim or dispute informally. If you and User Guide Media do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

c. Arbitration Rules. Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider that offers arbitration as set forth in this section, or if JAMS is not available to arbitrate, the parties shall agree to select an alternative provider (“ADR Provider”). This Agreement and the rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Agreement (“Arbitration Rules”). The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total

amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that User Guide Media made to you prior to the initiation of arbitration, User Guide Media will pay you the greater of the award or 130% of the settlement offer. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

d. Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected pursuant to Section "(c)" above, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

e. Time Limits. If you or User Guide Media pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.

f. Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and User Guide Media, and the dispute 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 ADR Provider's rules, and the 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 User Guide Media.

g. **Waiver of Jury Trial.** The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and User Guide Media in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, you and User Guide Media waive all rights to a jury trial, instead electing that the dispute be resolved by a judge.

h. **Waiver of Class or Consolidated Actions.** All claims and disputes within the scope of this Arbitration Agreement must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one User cannot be arbitrated or litigated jointly or consolidated with those of any other User.

i. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

j. **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

k. **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

l. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with User Guide Media.

m. **Small Claims Court.** Notwithstanding the foregoing, either you or User Guide Media may bring an individual action in small claims court.

n. **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

o. Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

p. Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Francisco County, California, for such purpose.

10.7 Interpretation. This Agreement constitutes the entire agreement between you and us regarding the use of the Platform. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect; as used in the Agreement, the word "including" means "including but not limited to". Please contact us with any questions regarding this Agreement by e-mailing us through the Site.

10.8 Assignment. This Agreement and any rights and obligations hereunder may not be transferred or assigned by you, whether by operation of contract, law or otherwise, without User Guide Media's prior written consent, and any attempt to do so shall be null and void.

This Terms of Service was last updated August 12, 2019.
User Guide Media, Inc.