

TERMS OF USE
(Effective May 1st, 2019)

1. INTRODUCTION AND ACCEPTANCE

Welcome to <https://guardwellid.com> ("Website"), an interactive online service operated by Guard Well, LLC ("Guard Well," "us," "we," or "our").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME) YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION 16 BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE.

In addition to these Terms of Use, we have established a Privacy Policy to explain how we collect and use information about you. A copy of this Privacy Policy can be found here: <https://guardwellid.com/wp-content/uploads/2017/12/Terms-Applicable-to-Client-Businesses> and is incorporated by reference into these Terms of Use. By accessing or using the Website, you are also signifying your acknowledgement and agreement to our Privacy Policy.

2. INTELLECTUAL PROPERTY

The Website and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the "Website Content") and all intellectual property rights to the same are owned by us, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the Website or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

3. WEBSITE ACCESS AND USE

(A) Access to the Website including, without limitation, the Website Content is provided for your information and personal, non-commercial use only. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content.

(B) Furthermore, except as expressly permitted in these Terms of Use, you may not:

- (i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the Website or Website Content;
- (ii) circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or Website Content;

- (iii) use an automatic device (such as a robot or spider) or manual process to copy or “scrape” the Website or Website Content for any purpose without our express written permission. Notwithstanding the foregoing, we grant public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;
- (iv) collect or harvest any personally identifiable information from the Website including, without limitation, user names, passwords, email addresses;
- (v) solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
- (vi) attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same;
- (vii) decompile, reverse engineer, or disassemble any portion of any the Website;
- (viii) use network-monitoring software to determine architecture of or extract usage data from the Website;
- (ix) encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person’s Membership (as defined in Section 4(B)) without permission, etc.);
- (x) violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or
- (xi) engage in any conduct that restricts or inhibits any other user from using or enjoying the Website.

(C) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

4. **USER REGISTRATION**

(A) In order to access or use some features of the Website, you may have to become a registered user. If you are under the age of thirteen, then you are not permitted to register as a user or otherwise submit personal information unless we receive appropriate consent from your parent or guardian. You agree that, as a registered user, you will use the Website and its features only for your own behalf. You will be responsible for all use of your membership number and must notify Guard Well immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number.

(B) If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you, or a third party that you have authorized such as an employer, will create a user name and password, which may permit you access to certain areas of the Website not available to non-registered users, and that may allow you to provide information about yourself, request services or goods, and other similar features (such areas, features, and access details being a “Membership”). You are responsible for safeguarding and maintaining the confidentiality of any details used to access your Membership. You are solely responsible for the activity that occurs under your Membership, whether or not you have authorized the activity. You agree to notify us immediately at 888-

996-4827 of any breach of security or unauthorized use of your Membership, including any unauthorized use of your membership number, credentials, or other unique details, or the theft or misplacement of your membership number, credentials, or other unique details.

(C) Some features available with Membership may include using or disclosing information you have provided, or have authorized a third party such as an employer to provide, in order to perform services, provide goods, or otherwise perform or enable services that you have requested, or have authorized a third party such as an employer to request, under your Membership (each a "Requested Feature").

(D) You understand that by enrolling in any Requested Feature or other service of the Website, you are providing "written instructions" in accordance with the federal Fair Credit Reporting Act, as amended ("FCRA"), for Guard Well and its service providers, which may include CSIdentity Corporation ("CSID"), to obtain information from your personal credit profile from Experian, Equifax, and Transunion, the three major credit reporting agencies. You authorize Guard Well and its service providers to use your Social Security number to access your personal credit profile, to verify your identity, and to provide credit monitoring, reporting and scoring products.

(E) FOR THE SAKE OF CLARITY, AND WITH RESPECT TO ANY REQUESTED FEATURE, YOU UNDERSTAND THAT BY ACCEPTING THESE TERMS AND CONDITIONS YOU ARE PROVIDING "WRITTEN INSTRUCTIONS" TO GUARD WELL AND ITS EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS, THIRD PARTY DATA AND SERVICE PROVIDERS, AND ALL OTHER CREDIT REPORTING AGENCIES UNDER THE FAIR CREDIT REPORTING ACT (FCRA), AS AMENDED, INCLUDING EXPERIAN, TRANSUNION, EQUIFAX AND AFFILIATED ENTITIES, TO ACCESS, OR AUTHORIZE A THIRD PARTY TO ACCESS, YOUR CREDIT FILES FROM EACH NATIONAL CREDIT REPORTING AGENCY AND TO EXCHANGE INFORMATION ABOUT YOU WITH EACH NATIONAL CREDIT REPORTING AGENCY IN ORDER TO VERIFY YOUR IDENTITY AND TO PROVIDE THE REQUESTED FEATURE TO YOU. YOU AGREE AND HEREBY AUTHORIZE GUARD WELL TO PROVIDE, OR AUTHORIZE A THIRD PARTY TO PROVIDE, YOUR PERSONALLY IDENTIFIABLE INFORMATION (OR, IF APPLICABLE, INFORMATION ABOUT ANY MINOR CHILDREN YOU HAVE ENROLLED) TO THIRD PARTIES AS PROVIDED IN OUR PRIVACY POLICY, AS MAY BE AMENDED FROM TIME TO TIME, IN ORDER TO PROVIDE THE REQUESTED FEATURES TO YOU (AND TO THOSE CHILDREN YOU HAVE ENROLLED). YOU FURTHER AUTHORIZE GUARD WELL TO OBTAIN, OR AUTHORIZE A THIRD PARTY TO OBTAIN, INFORMATION AND REPORTS ABOUT YOU (OR ABOUT ANY CHILDREN YOU HAVE ENROLLED, IF APPLICABLE) IN ORDER TO PROVIDE THE REQUESTED FEATURES, INCLUDING, BUT NOT LIMITED TO, CREDIT MONITORING SERVICES, CREDIT REPORTING, IDENTITY MONITORING, FRAUD RESOLUTION SERVICES, RESTORATION SERVICES, ADDRESS HISTORY REPORTS, NAME AND ALIAS REPORTS, CRIMINAL REPORTS OR SEX OFFENDER REPORTS, AND TO PROVIDE MONITORING AND ALERTS.

5. **VANTAGESCORE 3.0 CREDIT SCORE**

(A) One or more of the features or services of the Website may be associated with a VantageScore 3.0. VantageScore 3.0, with scores ranging from 300 to 850, is a user-friendly credit score model developed by the three major nationwide credit reporting agencies, Experian®, TransUnion®, and Equifax®. VantageScore 3.0 is used by some but not all lenders. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk.

(B) There are three different major credit reporting agencies, Experian, TransUnion, and Equifax that maintain a record of your credit history known as your credit file. Credit scores are based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. So your

credit scores can vary if the information they have on file for you is different. Since the information in your file can change over time, your credit scores also may be different from day-to-day. Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file.

(C) There are different credit scoring models which may be used by lenders and insurers. Your lender may not use VantageScore 3.0, so don't be surprised if your lender gives you a score that's different from your VantageScore. (And your VantageScore 3.0 may differ from your score under other types of VantageScores). Just remember that your associated risk level is often the same even if the number is not. For some consumers, however, the risk assessment of VantageScore 3.0 could vary, sometimes substantially, from a lender's score. If the lender's score is lower than your VantageScore 3.0, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

6. **USER CONTENT**

(A) We may now or in the future permit users to post, upload, transmit through, or otherwise make available on the Website (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials ("User Content"). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published on the Website. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same.

(B) You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.

(C) You represent, warrant, and covenant that you will not submit any User Content that:

- (i) violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity;
- (ii) impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable;
- (iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- (iv) is an advertisement for goods or services or a solicitation of funds;
- (v) includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;
- (vi) contains a formula, instruction, or advice that could cause harm or injury; or
- (vii) is a chain letter of any kind.

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the Website will not be permitted.

(D) By submitting User Content to us, simultaneously with such posting you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-

exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation, (1) in connection with our business; and (2) in connection with the businesses of our successors, parents, subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such User Content. Furthermore, you also grant other users permission to access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish your User Content for personal, non-commercial use as permitted by the functionality of the Website and these Terms of Use.

(E) By submitting User Content, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called “moral rights” or rights of “droit moral” with respect to the User Content.

(F) We reserve the right to display advertisements in connection with your User Content and to use your User Content for advertising and promotional purposes. You acknowledge and agree that your User Content may be included on the websites and advertising networks of our distribution partners and third-party service providers (including their downstream users).

(G) We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

7. WEBSITE CONTENT & THIRD PARTY LINKS

(A) We provide the Website including, without limitation, Website Content for educational, entertainment and promotional purposes only. You may not rely on any information and opinions expressed on any of our Website for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

(B) In many instances, Website Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Website by anyone other than authorized employees or spokespersons while acting in their official capacities.

(C) Any health related information that may be posted is not intended to be a substitute for professional medical advice. We do not endorse or warrant the validity of any such health related statements found on this Website or in any in third party sites referenced in the Website. This information should be treated as general in nature which may be helpful to some persons but not others, depending upon their personal medical needs. You should always consult with your physician prior to changing or undertaking a new diet or exercise program. Never disregard professional medical advice or delay in seeking it because of something you have read on the Website.

(D) If there is a dispute between persons accessing the Website or between persons accessing the Website and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release Guard Well its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

(E) The Website may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

8. **INDEMNIFICATION**

You agree to indemnify and hold harmless Guard Well and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Website; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

9. **DISCLAIMERS**

(A) YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, GUARD WELL AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; (6) WARRANTIES THAT YOUR USE OF THE WEBSITE WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

10. **LIMITATION ON LIABILITY**

(A) UNDER NO CIRCUMSTANCES SHALL GUARD WELL OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF GUARD WELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.

(B) IN ADDITION TO THE ABOVE LIMITATIONS ON LIABILITY, NEITHER GUARD WELL, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NEITHER GUARD WELL, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED IN OR PROVIDED IN CONJUNCTION WITH THE WEBSITE, OR ANY FEATURE OR SERVICE OFFERED BY GUARD WELL THROUGH THE WEBSITE. NEITHER GUARD WELL, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE SERVICES. NEITHER GUARD WELL, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE SERVICE. THE FEATURES AND SERVICES PROVIDED BY GUARD WELL ARE NOT A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT.

(C) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF GUARD WELL AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, SERVICE PROVIDERS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY GUARD WELL DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF THE WEBSITE OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

(D) In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

11. **TERMINATION**

(A) We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that Guard Well shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Website.

(B) Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 17.

12. **COPYRIGHT POLICY**

(A) We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and at our sole discretion, we may terminate and/or disable the Membership of users suspected to be infringing the copyrights (or other intellectual property rights) of others.

Additionally, in appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity.

(B) In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its “Designated Agent”). Our Designated Agent is:

Allan Hillsinger

(C) If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work’s copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

13. **CHOICE OF LAW; JURISDICTION AND VENUE**

These Terms of Use shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws rules. Any legal proceedings against Guard Well that may arise out of, relate to, or be in any way connected with our Website or these Terms of Use shall be brought exclusively in the state and federal courts of Cincinnati, Ohio and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

14. **DISPUTE RESOLUTION & MANDATORY ARBITRATION**

(A) **PLEASE READ THIS SECTION 13 CAREFULLY. IT AFFECTS YOUR RIGHTS.**

(B) **SUMMARY:** MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING CUSTOMER SERVICE AT 888-996-4827 IN THE UNLIKELY EVENT THAT CUSTOMER SERVICE IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE WITH GUARD WELL OR GUARD WELL'S SERVICE PROVIDER(S) TO YOUR SATISFACTION (OR IF GUARD WELL AND/OR GUARD WELL'S SERVICE PROVIDER(S) HAVE NOT BEEN ABLE TO RESOLVE A DISPUTE WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), YOU, ON THE ONE HAND, AND GUARD WELL AND/OR GUARD WELL'S SERVICE PROVIDER(S), ON THE OTHER, EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. WE WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, YOU, ON THE ONE HAND, AND GUARD WELL AND/OR GUARD WELL'S SERVICE PROVIDER(S), ON THE OTHER, WOULD BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM EACH OTHER PARTY TO THE SAME EXTENT AS YOU AND THEY WOULD BE IN COURT.

(C) You, on the one hand, and Guard Well and/or Guard Well's service provider(s), on the other, agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. If after 30 days the parties are unable to resolve any dispute raised under the previous provision, the dispute may be submitted to arbitration consistent with this Section. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration.

(D) You, on the one hand, and Guard Well and/or Guard Well's service provider(s), on the other, agree that any claim or dispute ("Claim") between us shall, at the election of any one of us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its rules for consumer arbitrations. It is the parties' intent that this arbitration provision be construed broadly, including that this arbitration agreement include any Claims by You against Guard Well or Guard Well's service provider(s) as well as their respective corporate affiliates for claims arising out of this Agreement directly related to the services or product/service websites. However, any disputes or claims you may have which relate to your credit report, or any claims arising out of or relating to the Fair Credit Reporting Act ("FCRA") and/or the FCRA's state law equivalent(s), are not subject to or governed by this agreement to arbitrate. You agree that, by entering into this Agreement, You, Guard Well and Guard Well's service provider(s) are each waiving the right to a trial by jury or to participate in a class action. At your request, we will promptly reimburse you for your payment of your arbitration filing fee. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly after receiving a written request). The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. YOU, ON ONE HAND, AND GUARD WELL AND/OR GUARD WELL'S SERVICE PROVIDER(S), ON THE OTHER, AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless You, on one hand, and Guard Well and/or Guard Well's service provider(s), on the other, agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision in the preceding sentence is found to be unenforceable, then the entirety of this arbitration provision in this Section [] shall be null and void. Notwithstanding any of the foregoing provisions, any party may bring an individual action in small claims court. The parties to this Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate

commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section [] shall survive any termination, cancellation or expiration of this Agreement.

15. **NO CLASS ACTIONS**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

16. **NO TRIAL BY JURY**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

17. **AMENDMENT; ADDITIONAL TERMS**

(A) We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Website or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Website generally, unique parts of the Website, or both ("Additional Terms"). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

(B) Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on the Website or by notification by email or conventional mail. It is your responsibility to review the Terms of Use and the Website from time to time for any changes or Additional Terms. Your access and use of any the Website following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, immediately discontinue use of the Website and, if applicable, terminate your Membership.

18. **MISCELLANEOUS**

(A) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

(B) Except where specifically stated otherwise (e.g., Section 13(E)), if any part of these Terms of Use is unlawful or unenforceable for any reason, we both agree that only that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected. So, for example, if a provision in these terms is found to be unenforceable, we agree an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of these Terms of Use shall remain in force.

(C) These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

(D) You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and

effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.

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