

**LEAD INTELLIGENCE, INC.**  
**TERMS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY. This is a legally binding agreement between you (as a Publisher, Querier, and/or Partner, as defined below and as applicable, or as a Visitor to the Site) (“Client,” “You,” or “Your”) and Lead Intelligence, Inc. d/b/a Jornaya (“Jornaya,” “We,” “Us,” or “Our”). Client and Jornaya shall be referred individually as a “party” and collectively as the “parties”.

These Terms of Use, together with all orders, statements of work and addenda between the parties, the Jornaya Privacy Policies, and applicable Jornaya rules and policies, collectively constitute the “Agreement” between you and Jornaya. By accessing and/or using the Jornaya online portal (“Site”), any script or code provided by Jornaya (“Script”), or any services provided by Jornaya (“Services”) (collectively the Site, Script and Services are referred to as the “Platform”), You signify that you have read the Agreement; and that you understand and agree to be bound by the Agreement.

If you have not read the Agreement, do not understand or agree to be bound by the Agreement, or are not able to consent to be bound by the Agreement (e.g., if You are not old enough to enter into a binding legal contract), do not access or use the Platform. If You are accessing or using the Platform on behalf of an entity or business, You represent and warrant that You have the authority to bind such entity or business to the Agreement, whether You are a Publisher, Querier, and/or a Partner, as applicable, or a visitor to the Site.

**1. INTRODUCTION**

Jornaya provides a proprietary technology Platform which allows our Clients (as further defined below) to share data with one another to (i) verify that the data’s origin and history are authentic and represented accurately, (ii) help advertisers and marketers analyze first-, second- and third-party consumer interactions to, for example, focus their attention and efforts on consumers who may be interested in certain products and/or services, and (iii) supplement our Services with related services provided by our strategic partners.

**2. OUR CLIENTS**

(a) “Publishers” are companies who are accessing and using Jornaya’s Create Services on their own web site(s) or platform(s) (“Publisher Platforms”) to facilitate the capture of certain information and/or data from an Event (as further defined below).

(b) “Queriers” are companies who generate data on their own or receive data from another party with a Universal LeadiD and/or other identifiers (“Identifiers”) and desire to verify and/or append certain attributes to the Identifiers by querying our network.

(c) “Partners” are companies who work with Jornaya to provide supplemental services to Publishers or Queriers through our Services, either by incorporating certain aspects of our Services, or by integrating with our Services. Partners may contribute their own data or access data via APIs, SDKs, web related services, JavaScript®, pixels, scripts, codes, tags, cookies or batch data processing, only as required for the provision of our Services. In some cases, we may use Partner pixels, cookies, scripts or tags alongside

our Scripts; and opt-out may be available in some cases, provided such are not deemed to be a core component of our Services.

### 3. CLIENT ACCOUNTS

(a) In order to access and use our Platform as a Client, you must create an account by following the registration instructions provided on our Site. If you choose to create a Client account, you agree to provide accurate, complete, and current information and to keep all account information accurate, complete, and up-to-date. The account information you provide in creating and maintaining an account is treated at all times in accordance with our Privacy Policies.

(b) A Querier can gain access to, and use our Query Services through an order or a statement of work that provides additional details about your usage rights, including pricing. Additionally, as a Querier, you may choose (at your sole discretion) to enable services offered by certain Partners which are made available to you through the Client Portal or otherwise, subject to the terms and conditions of this Agreement, along with separate terms and conditions directly between you and the Partner. We do not control the terms and conditions, or the fees, applicable to services provided by our Partners. If you do not agree to such terms and conditions or fees, you should not enable or subscribe to such services.

### 4. JORNAYA'S SERVICES

(a) The two main elements of our Services are:

- i. "Create" is the process by which a Publisher implementing the Script on its Publisher Platform facilitates the capture of certain information through each unique consumer event ("Event") on a Publisher Platform. Subject to the terms and conditions of this Agreement, as a Publisher, you may utilize Create on your Publisher Platform(s). Your Create Script is unique to you and you agree that you will not share it with, or transfer it to, any other party. For added clarity, your partners, providers or affiliates must each maintain their own account(s) with Jornaya.
- ii. "Query" is the process by which an Identifier(s) (which you have acquired on your own or through other sources, and subject to proper usage rights for which you are solely responsible) is queried in real-time or in batch to provide certain information about the Event (as defined above).

(b) For our Services, the main data sets are:

- i. **Event Data.** EVENT DATA IS NOT MADE PUBLIC AND IS SUBJECT TO PROTECTION AT ALL TIMES IN ACCORDANCE WITH OUR PRIVACY POLICIES. Our Platform facilitates the capture of data from Events (as defined above) which include, but are not limited to, lead history information, the URL where a consumer event occurred, Publisher's account number, Publisher name, referrer URL, and information that is entered by website visitors/end users of Publisher Platforms ("Consumer") ("Event Data"). Event Data is not exposed, except back to the original creator of the Event ("Creator") or with the permission of the Creator.
- ii. **Contributed Data.** You may provide to Jornaya additional information in your possession, such as conversion data, or Consumer information and/or Identifiers, through a Query or batch file ("Contributed Data"). You are solely responsible for securing and maintaining proper usage rights of any Contributed Data provided to Jornaya. Contributed Data is not exposed without the permission of the party who contributed it.

- iii. **Derived Data.** For any Querier utilizing the Services to perform a Query, certain “Derived Data” may be returned as requested by a Querier. Derived Data are derived from, but do NOT include or expose, Event Data or Contributed Data. Derived Data may be (i) related to an Event associated with a Universal LeadiD (for example, Lead Age, Data Integrity, TCPA Disclosure Match Status, Lead Origin, and Lead Velocity); (ii) related to a Consumer associated with a Universal LeadiD; or (iii) associated with any aspects of Contributed Data (as defined above). Full descriptions of available Derived Data are listed within the secure area of our Site (“Client Portal”). If you are the Creator of a Universal LeadiD that is part of a Query, you may block certain Derived Data elements from being shared with that Querier within your settings in the Client Portal.
- iv. **Predictive Insights.** A Querier utilizing the Services to perform a Query may request certain “Predictive Insights”. These Predictive Insights utilize Jornaya’s proprietary technology for analyzing, transforming and/or aggregating the above mentioned data sets in anonymized form to provide certain scores, indicators and/or reports based on a Client’s criteria to help better predict and identify consumer intent or other trends.

## 5. PROTECTIONS AND ASSURANCES

(a) **Control Over Access to Data.** As part of the Services, you have certain control over access to data as applicable. You may:

- i. decide whether or not, and where to place the Jornaya Script on your platform(s) to facilitate or limit the capture of Event Data;
- ii. decide not to implement specific HTML tags within your implementation (for example, TCPA disclosure tags);
- iii. share or not share Contributed Data; and
- iv. decide with whom to share a Universal LeadiD. For the purpose of clarity, if you do not wish for a party to perform a Query on Universal LeadiDs that you have created, in order to limit that party’s access to associated Derived Data, you can choose to not share Universal LeadiDs with that (or any) party.

(b) **Aggregate Reporting.** Jornaya may provide insights from the data sets referenced above in anonymous, aggregated formats, provided that the data shall not disclose or expose Event Data, including but not limited to, a Client’s name, referral URLs, or other information which may help to identify a Client or otherwise allow a third party to reasonably determine that any information or data came from a specific Client as part of the aggregation.

(c) **No Ranking or Scoring of Publishers.** Jornaya will not provide services or reports that rank or score a Publisher(s) or Publisher Platform(s).

(d) **Non-Compete.** Jornaya is not in the business of (nor do we intend to enter into) (i) buying, selling or aggregating leads, or (ii) retargeting consumers; both in a manner that directly competes with our Clients during the term of this Agreement. In the event of any change in this respect, we will notify you in writing via email, and you may terminate the Agreement upon written notice to us, subject to Section 13 (Termination). Notwithstanding the foregoing, Jornaya will not use any data resulting from this Agreement to directly compete with a Client.

## 6. PRIVACY POLICIES

(a) The privacy and security of data and Consumer information witnessed and processed by our Platform are very important to us. For this reason, we publish on our Site and comply with a **Privacy Policy directed to Clients**, and a **Privacy Policy directed to Consumers**, that each describe our collection, use, storage, sharing, and protection of data (collectively, “Privacy Policies”). These Privacy Policies are part of this Agreement, and by using our Platform, you agree that we may collect, use, store, share, and protect data according to our Privacy Policies.

(b) If you use our Platform in connection with your collection and use of personally identifiable information, you must comply with all applicable laws regarding such collection of personally identifiable information, including but not limited to, your collection or use of personally identifiable information about Consumers through a website or online service. If you are required by applicable law to publish and comply with a privacy policy, you shall publish and comply with an adequate privacy policy. In such privacy policy, you may need to disclose your use of our Platform and how our Platform collects and processes data as described in this Agreement, including in our Privacy Policies. To the extent required by law, you are responsible for providing detailed information about, and ensure Consumers consent to, the storing and accessing of cookies or other information on the Consumer’s device in connection with your use of our Platform. You are solely responsible for ensuring that you have permission to use any personally identifiable information that you may provide as Contributed Data in connection with our Platform. You shall not circumvent any opt-out options or other privacy features of our Platform.

## 7. CONFIDENTIALITY

(a) “Confidential Information” of a party shall mean information of a disclosing party, whether commercial, financial, technical or otherwise, disclosed to a recipient party and whether disclosed orally, in documentary form, by demonstration or otherwise, which is contained in any form whatsoever (including without limitation data, drawings, films, documents and computer readable media), and which is marked or otherwise designated to show expressly or by necessary implication that it is confidential or proprietary to the disclosing party. In addition, with respect to Jornaya, all non-public aspects of our structure, our organization, Our Technology (as defined below), and the operation of the Platform are the Confidential Information of Jornaya. With respect to Clients, Event Data and Contributed Data are the Confidential Information of the applicable originating Client(s).

(b) The recipient party will not disclose Confidential Information of the disclosing party to any third party nor use any Confidential Information of the disclosing party, except as may be necessary to provide or use the Platform as described in this Agreement, including in the Privacy Policies, or with the disclosing party’s prior consent. Jornaya’s use and disclosure of data to provide the Platform to Clients as described in this Agreement and in compliance with the Privacy Policies shall not violate this Section 7 (Confidentiality), notwithstanding any contrary marking or designation of data as Confidential Information by a Client.

(c) The recipient party will protect Confidential Information of the disclosing party from unauthorized disclosure, dissemination and publication outside the recipient party’s business organization not necessary to provide or use the Platform as described in this Agreement, including the Privacy Policies, by using the same degree of care as the recipient party uses to protect its own confidential or proprietary information of a similar nature, but not less than a reasonable degree of care.

(d) In addition, the recipient party shall limit the use of, and access to, Confidential Information only to the recipient party's employees, agents, and contractors (i) who have a need-to-know to provide or use the Platform under this Agreement; (ii) who have been notified that such Confidential Information is confidential; and (iii) who are under binding obligations of confidentiality relating to the Confidential Information no less restrictive than those of this Agreement. Recipient party agrees to reproduce disclosing party's proprietary rights notices on any authorized copies in the same manner in which such notices were set forth in or on the original.

- (e) Notwithstanding anything to the contrary in the foregoing, Confidential Information shall not include:
- i. information that is in the public domain at the time of disclosure to the recipient party;
  - ii. information that becomes publicly known through no wrongful act of the recipient party;
  - iii. information that has been properly and lawfully disclosed to the recipient party by a third party without restriction on disclosure and without breach of any confidentiality obligation by said third party;
  - iv. information that has been independently developed by the recipient party as demonstrated by written records; or
  - v. information that is required to be disclosed pursuant to law or order of a court of competent jurisdiction, provided however that the recipient party notifies the disclosing party as soon as reasonably possible, but in any case in advance of any such disclosure, and cooperates with the disclosing party in any challenge to such disclosure.

## **8. OWNERSHIP AND LIMITED LICENSE**

(a) Our Technology. The Platform, including all proprietary methods, systems, scripts and codes used to provide the Platform; all copies, modifications, enhancements, and derivative works thereof; and all intellectual property related thereto (collectively, "Our Technology") is (i) protected by intellectual property and other proprietary rights and laws, including but not limited to U.S. copyright law, and (ii) owned by us and our licensors. This Agreement confers no title or ownership in Our Technology and is not a sale of any such rights.

(b) License Grant and Restrictions. Subject to the terms of this Agreement, we hereby grant to you as a Client a limited, revocable, non-exclusive license to access and use, and reproduce strictly as necessary to access and use, Our Technology for the purpose of accessing and using the Platform with the understanding that this right is personal to you and may not be sub-licensed or transferred to any other party. Except as specifically allowed in this paragraph, the limited license granted in this section is subject to the following restrictions:

- i. Our Technology and Our Platform may not be used in connection with a Client's collection of personally identifiable information of Consumers located outside the United States of America.
- ii. Our Technology may not be modified, reproduced, republished, posted, displayed, performed, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors.
- iii. Unless expressly stated otherwise, all licenses to Scripts or software included in Our Technology are to machine-readable object code of such Scripts or software. No license is granted in the source code of any Scripts or software.

- iv. You may use Our Technology only in strict compliance with the terms of this Agreement, including any applicable orders, statements of work, and addenda that are accepted by Jornaya.
- v. You shall not provide, license, sublicense, sell, resell, distribute, rent, lease, lend, or permit access to or use of Our Technology to anyone other than authorized users within your organization. You shall use best efforts to safeguard Our Technology so as to ensure that no unauthorized party has access to Our Technology and that no unauthorized party makes any unauthorized copy of Our Technology. You shall not use Our Technology for any timesharing or service bureau purposes or otherwise use or allow the use of Our Technology for the benefit of any third party other than as expressly permitted by Jornaya in writing.
- vi. You shall use best efforts to assist Jornaya in identifying and preventing any unauthorized use, copying, or disclosure of Our Technology or any portions thereof or any of the algorithms or the logic contained therein. You shall advise Jornaya immediately in the event you learn, or have reason to believe, that any party to whom you have given access to Our Technology has violated, or intends to violate, the terms of this Agreement including any applicable order, statement of work, or addendum accepted by Jornaya under this Agreement, and you shall cooperate with Jornaya in seeking injunctive or other equitable relief in our or your name against any such party.
- vii. You shall not, and shall not permit any third party to, decompile, disassemble, reverse engineer, create derivative works of, attempt to discover any source code or underlying ideas or algorithms of, or modify Our Technology in any way, without the prior written consent of Jornaya, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this provision.
- viii. You shall not (a) access or use any password-protected, secure, or non-public areas of the Platform, or any data on the Platform not intended for you, except as specifically authorized by Jornaya; (b) attempt to or actually disrupt, impair, or interfere with the operation of the Platform or the use of the Platform by any user, processor, host, or network; or (c) attempt to probe, scan, or test the vulnerability of the Platform or breach any implemented security or authentication measures, regardless of your motives or intent.
- ix. You shall not impersonate or misrepresent your affiliation with any person or entity.
- x. You must abide by, and shall not remove or alter, any copyright notice, any other notice, any information, or any restriction that appears in connection with Our Technology.
- xi. You may not use Our Technology for any unlawful purpose, including to violate any publicity or privacy right, copyright, or other intellectual property right of Jornaya or a third party.
- xii. Except as otherwise expressly permitted under this Agreement, you shall not have any rights to use Our Technology, in whole or in part, for any other use or purpose whatsoever and any right not expressly granted to you under the terms of this Agreement shall be reserved to Jornaya and its licensors.
- xiii. You shall be solely responsible to Jornaya for the observance and compliance with all terms and conditions of this Agreement by your employees, contractors, service providers, agents, and any other third party who has been permitted access to Our Technology by you.
- xiv. You assign any rights you have or may have in any modifications, enhancements, and derivative works of Our Technology that are made by or on behalf of you, whether such modifications, enhancements, and derivative works are permitted by this Agreement or not. If required, you specifically agree to obtain, at Jornaya's request, the execution of any instrument that may be appropriate to assign these rights to Jornaya or perfect these rights in Jornaya's name. Jornaya's

rights to modifications and enhancements of Our Technology are not an implied license to you to make any modifications or enhancements to Our Technology.

## **9. INDEMNIFICATION**

(a) You agree to indemnify, defend, and hold harmless Jornaya and its affiliates, and its and their officers, directors, agents, employees, third-party contractors, third-party licensors, and successors, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fines, penalties, and fees (including reasonable attorneys' fees and court costs) (collectively "Claims") that such parties may incur as a result of or arising from (i) any content you submit, post, or transmit to or through the Platform, (ii) your use of the Platform, (iii) your breach of the Agreement, including without limitation any breach of your obligations under Section 3 (Client Accounts), (iv) your violation of any rights of any third party, or (v) any viruses, Trojan horses, worms, time bombs, cancelbots, or other similar harmful or deleterious programming routines input by you into the Platform.

(b) Jornaya agrees to indemnify, defend, and hold harmless you, your officers, directors, agents, and employees from and against any and all third-party Claims that such parties may incur as a result of or arising from (i) our breach of the Agreement, (ii) our violation of any rights of a third party, including infringement by Our Technology of a third party's intellectual property rights, or (iii) involving material breach due to blatant misuse by a Partner of Event Data or Contributed Data.

(c) Each party's indemnity obligations are contingent on the following:

- i. the indemnifying party is promptly notified in writing of the Claim (the delay of which shall relieve the indemnifying party of its indemnification obligations strictly to the extent such delay actually prejudices the defense of such Claim);
- ii. the indemnifying party has sole control of the defense and any negotiations for its settlement, except that the indemnified party shall not be required to make an admission of fault or liability or pay any amount not fully reimbursed by the indemnifying party;
- iii. the indemnified party provides the indemnifying party all reasonable assistance, information, and authority necessary to perform the above; and
- iv. the indemnified party has the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing.

(d) If the indemnifying party refuses to undertake the defense of a Claim tendered by the indemnified party under this section or so delays in undertaking the defense of such a Claim as to reasonably risk prejudice to the indemnified party, the indemnified party shall be permitted to undertake the defense and/or settlement of such Claim itself, within its full discretion, and shall be entitled to full reimbursement and indemnification from the indemnifying party relating to the Claim if it is ultimately determined that such indemnifying party had an obligation of defense relating to such Claim under this section.

## **10. DISCLAIMERS**

(a) OUR PLATFORM AND OUR TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, JORNAYA AND ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, THIRD-PARTY CONTRACTORS, THIRD-PARTY LICENSORS, AND SUCCESSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR

WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, TITLE, QUIET ENJOYMENT, UN-INTERRUPTION, SYSTEM INTEGRATION, AND/OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE.

(b) JORNAYA AND ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, THIRD-PARTY CONTRACTORS, THIRD-PARTY LICENSORS, AND SUCCESSORS MAKE NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, OR TIMELINESS OF OUR PLATFORM OR OUR TECHNOLOGY, THAT PROBLEMS WITH THE FOREGOING WILL BE CORRECTED, THAT OUR PLATFORM OR OUR TECHNOLOGY ARE FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, THAT OUR PLATFORM OR OUR TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT OUR PLATFORM OR OUR TECHNOLOGY WILL MEET YOUR REQUIREMENTS.

## **11. LIMITATIONS OF LIABILITY**

(a) EXCEPT WITH RESPECT TO YOUR BREACH OF SECTION 8 (OWNERSHIP AND LIMITED LICENSE), IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES, OR ITS OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, THIRD-PARTY CONTRACTORS, THIRD-PARTY LICENSORS, OR SUCCESSORS, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, NOR FROM ANY DAMAGES ARISING FROM DELAY; LOSS OF GOODWILL; LOSS OF OR DAMAGE TO DATA; INTERRUPTION IN USE OR AVAILABILITY OF DATA; LOSS OF USE OF MONEY OR USE OF PRODUCTS; LOST PROFITS, REVENUE, OR SAVINGS (ACTUAL OR ANTICIPATED); OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH OUR PLATFORM, OUR TECHNOLOGY, OR THIS AGREEMENT.

(b) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY BREACH BY US OF THE AGREEMENT IS TO DISCONTINUE USING THE PLATFORM. IN THE EVENT THAT A COURT DETERMINES THAT THE PRECEDING SENTENCE IS UNENFORCEABLE, OR AS OTHERWISE ALLOWED BY LAW, OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT WILL NOT EXCEED THE SUM OF ALL AMOUNTS PAID OR PAYABLE BY YOU TO JORNAYA IN THE TWELVE (12) MONTHS PRIOR TO THE TIME A CLAIM IS BROUGHT.

(c) Unless otherwise allowed by law, you and Jornaya agree that any cause of action arising out of or related to our Platform, Our Technology, or this Agreement must commence within one (1) year after the cause of action accrues; otherwise, such cause of action is permanently barred.

(d) You expressly waive and release any and all rights and benefits under Section 1542 of the Civil Code of the State of California (or any analogous law of any other state), which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

(e) THE LIMITATIONS OF LIABILITY UNDER THIS SECTION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR LIABILITY ARISES IN CONTRACT, EQUITY, TORT, OR

OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT); REGARDLESS OF WHETHER JORNAYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR LIABILITY; AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT.

**(f) Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.**

## **12. MODIFICATIONS**

(a) Terms of Use. In order to stay current with industry standards and practices, we may change the Terms of Use from time to time. We will notify you (usually by email) when we make changes to our Terms of Use. The current version of the Terms of Use will be published on the Site or on our website at [jornaya.com](http://jornaya.com). Any modifications to the Terms of Use will become effective upon the earlier of (i) your acknowledgement of such modifications; or (ii) your continued access to and/or use of the Platform after such modifications. If you do not agree to any of the changes, you must cease access to the Platform.

(b) The Platform. The specific features and functionality of the Platform are dynamic and may change from time to time. Accordingly, we reserve the right to change the Platform in our discretion. If you object to any such changes as they are made, your sole recourse will be to cease access to and use of the Platform. Continued access to and use of the Platform following any such changes indicate your acknowledgement of such changes and acceptance of the Platform as so modified.

## **13. TERMINATION**

(a) You may terminate this Agreement at any time by ceasing to access and use the Platform; and we may terminate your access to and use of the Platform at our sole discretion for any reason with or without prior notice; provided that the Agreement will remain active and continue to apply until any active order, statement of work, or addendum between the parties is completed as such terms dictate. In the event of any termination, you will cease access to the Platform, and remove any applicable Jornaya Scripts (or pixels or codes) from your website(s), platform(s) or application.

(b) Any payment obligations incurred by you prior to termination of the Agreement shall survive termination of the Agreement until paid. We shall not be liable to you or any third party for termination of your access to the Platform, including but not limited to, any damages to you or any third party (or benefit to Jornaya) resulting from your failure to remove the applicable Scripts (or pixels or codes).

## **14. COPYRIGHT VIOLATIONS**

(a) We respect the intellectual property of others, and ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;

3. A description of where the material that you claim is infringing is located on the Platform;
4. Your address, telephone number, and email address;
5. A 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
6. 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.

(b) For notice of claims of copyright infringement on the Platform, we can be reached by USPS mail, or by other mailings (including, for example, FedEx/UPS) at: DMCA Claims, Lead Intelligence, Inc., 1001 E. Hector Street, Suite 230, Conshohocken, PA 19428. Please note that, pursuant to 17 U.S.C. Section 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorneys' fees incurred by Jornaya in connection with the written notification and allegation of copyright infringement.

## **15. GEOGRAPHICAL RESTRICTIONS**

Our Platform is intended for use solely within the United States of America and is directed to Clients located in the United States of America. We make no representation that the Platform is appropriate or available for use in locations outside the United States. Unless otherwise expressly stated, all marketing or promotional materials found on or accessible through the Platform are intended to be directed to individuals, companies, and other entities located in the United States. We reserve the right to limit, in our sole discretion, the provision of any feature, product, or service to any person or geographic area. Any offer for a feature, product, or service made on or through the Platform is void where prohibited. If you choose to access the Platform, or implement our Scripts on, or make the Services available via, a Publisher Platform, you do so on your own initiative and are solely responsible for compliance with all applicable local laws. If you access the Platform from outside the United States, you acknowledge and agree that your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and our Privacy Policies.

## **16. CHOICE OF LAW AND VENUE**

The Agreement and the relationship between you and Jornaya will be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of laws or principles that would require the application of the laws of a different country or state. Any legal action, suit, or proceeding arising out of or relating to the Agreement or your use of the Platform must be instituted exclusively in the Eastern District of Pennsylvania or Montgomery County, Pennsylvania and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. The Uniform Computer Information Transactions Act (UCITA) shall not apply to the interpretation of this Agreement.

## **17. COMPLIANCE WITH LAWS**

You are responsible for compliance with all applicable laws. We are responsible for compliance with all applicable laws.

## **18. ASSIGNMENT**

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by Jornaya. Any purported assignment lacking such consent will be void at its inception. Jornaya may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party and in its sole discretion, upon notice of assignment by publishing such notice on the Platform and notifying you by email.

#### **19. NON-WAIVER**

Any delay or failure by us to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing and signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

#### **20. NO IMPLIED ENDORSEMENT OF THIRD PARTIES**

Our Platform may refer you to websites, products, and/or services that are owned, under the control of, or maintained by a third party (including, for example, a Partner or another Client). These references are provided solely as a convenience to you. Except as expressly stated by us to the contrary, such references do not constitute an endorsement of, or affiliation with, any third party or any website, product, service, opinion, recommendation, or advice provided by a third party. To the maximum extent permitted by law, we expressly disclaim any and all liability in connection with any third party or any website, product, service, opinion, recommendation, or advice provided by a third party.

#### **21. AVAILABILITY OF THE PLATFORM**

Jornaya will make reasonable efforts to keep the Platform operational. However, it is not possible to operate our Platform with 100% uptime. Certain technical difficulties, routine site maintenance and upgrades, and other events may, from time to time, result in interruptions to, or outages of, our Platform.

#### **22. ELECTRONIC COMMUNICATIONS**

We can only give you the benefits of our Platform by conducting business through the internet; and therefore, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Your consent to receive communications and do business electronically applies to all of your interactions and transactions with Jornaya. You may withdraw your consent to receive communications electronically by contacting us at [support@jornaya.com](mailto:support@jornaya.com). If you withdraw your consent, from that time forward, you must stop using the Platform. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic communications provided or business transacted between you and us prior to your withdrawal of consent. Please keep us informed of any changes in your email or mailing address so that you continue to receive all communications without interruption.

#### **23. NOTICES**

We may give notice to you by email, a posting on the Platform, or other reasonable means. You must give notice to us in writing via email to [tou@jornaya.com](mailto:tou@jornaya.com) or as otherwise expressly provided. Please report any violations of the Agreement to [tou@jornaya.com](mailto:tou@jornaya.com).

#### **24. SURVIVAL**

Any provisions regarding ownership, confidentiality and any licenses that by their terms survive termination, as well as Sections 6, 7, 8, 10, 11, 13, 15, 16, 18, 19, 20, 21, 22 and 23, will survive the expiration or termination of the Agreement for any reason.

## **25. ENTIRE AGREEMENT**

This Agreement (including all applicable orders, statements of work, and addenda), constitutes the complete and exclusive agreement between you and Jornaya with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications, or agreements. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement will continue in full force and effect.