

Welcome to Merify

Welcome to Merify – and thank You for visiting. We hope You enjoy the experience!

These Terms of Use (“Terms”) are a legal contract between You and Us (collectively, “Everyone”) and govern Your use of the service accessible at [Merify](#) (the “Website” and “App”) and any services (“Services”) We may provide through the Website and App.

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE AND OR APP. USING THIS INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS WEBSITE AND OR APP IF YOU DO NOT ACCEPT THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

MERIFY.

Merify is a digital platform service allowing assist individuals (“users”) and entities (“recruiters”) to set up profiles showcasing their work history and work opportunities and request reviews/scores from their professional community. Entities will be able to send job opportunities to individuals based on the information shared in this space.

CHANGES.

We may alter the Services We offer You and/or choose to modify, suspend or discontinue this Service at any time and without notifying You. We may also change, update, add or remove provisions (collectively, “modifications”) of these Terms from time to time. Because Everyone benefits from clarity, We promise to inform You of any modifications to these Terms by posting them on our Website and App.

If You object to any such modifications, Your sole recourse shall be to cease using this Service. Continued use of this Service following notice of any such modifications indicates You acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of the Website and App. These expressly-designated

legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

GENERAL USE.

We invite You to use this Service for individual, consumer purposes (“Permitted Purposes”) – enjoy!

By using this Service, You agree that you are at least 18 years of age, or if you are under 18 years of age (a “Minor”), that you are using the Service with the consent of your parent or legal guardian and You have received your parent’s or legal guardian’s permission to use the Service and agree to these Terms. If You are a parent or legal guardian of a Minor, you agree to bind the Minor to these Terms and to fully indemnify and hold Us harmless if the Minor breaches any of these Terms.

In these Terms We are granting You a limited, personal, non-exclusive and nontransferable license to access and use the Service; Your right to use the Service is conditioned on Your compliance with these Terms. You have no other rights in this Service and You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Service in any manner. If You make copies while engaging in Permitted Purposes then We ask that You be sure to keep on the copies all of Our copyright and other proprietary notices as they appear on Our Website and App.

Unfortunately, if You breach any of these Terms the above license will terminate automatically and You must immediately cease any use of the Service.

USING MERIFY’S SERVICE.

Users: You are able to set up a profile showcasing your skills-based work history. You are always in control of what is showcased on your public profile, outside of basic user information, and who is able to access it. You will be able to invite peers and colleagues to provide input on your work experience to help with the full set up of your profile and data needed to provide peer ratings and credible matches for open positions.

Recruiters: You will be able to search verified candidates based on the skills you are looking for across different positions. You will be able to post open roles for candidates to openly search and apply to.

PRIVACY POLICY.

We respect the information that You provide to Us, and want to be sure You fully understand exactly how We use that information. So, please review Our Privacy Policy ("Privacy Policy") on our Merify [site](#) which explains everything.

ELECTRONIC COMMUNICATIONS

By using Merify's Service, You consent to receiving electronic communications from Us (including, if You have opted in, via text message). These electronic communications are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send You electronically will satisfy any legal communication requirements, including that such communications be in writing. Standard carrier data charges may apply to Your use of text messaging and You are solely responsible for such charges.

LINKS TO THIRD-PARTY SITES.

We think links are convenient, and We sometimes provide links on our Website and our App to third-party sites. If You use these links, You will leave Merify's spaces. We are not obligated to review any third-party websites that You link to from Merify, We do not control any of the third-party websites, and We are not responsible for any of the thirdparty websites (or the products, services, or content available through any of them). Thus, We do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If You decide to access any of the thirdparty websites linked to from this Merify, You do this entirely at Your own risk and You must follow the privacy policies and terms and conditions for those third-party websites. Certain areas of Merify may allow You to interact and/or conduct transactions with one or more third-party websites, and, if applicable, allow you to configure your privacy settings in that third-party website account to permit Your activities on Merify to be shared with Your contacts in your third-party site account.

USER SUBMISSIONS

Certain areas of Merify may permit You to upload or submit feedback, information, images, data, text, software, messages, or other materials (each, a "User Submission"). You agree that You are solely responsible for all of Your User Submissions and that any such User Submission is considered both non-confidential and

nonproprietary. Further, We do not guarantee that You will be able to edit or delete any User Submission You have submitted.

By submitting any User Submission, You are promising Us that:

- You own all rights in Your User Submissions (including, without limitation, all rights to the reproduction and display of Your User Submissions) or, alternatively, You have acquired all necessary rights in Your User Submissions to enable You to grant to Us the rights in Your User Submissions as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of Your User Submissions.
- Your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party.
- You voluntarily agree to waive all "moral rights" that You may have in Your User Submission.
- Any information contained in Your User Submission is not known by You to be false, inaccurate, or misleading.
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising).
- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy.
- You were not and will not be compensated or granted any consideration by any third party for submitting Your User Submission.
- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than Your own).
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files.
- Your User Submission does not contain any information that You consider confidential, proprietary, or personal.
- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, You grant to Us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display Your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed.
- Use (and permit others to use) Your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that We deem appropriate in Our sole discretion (including, without limitation, to incorporate Your User Submission or any modification thereto, in whole or in part, into any technology, product, or service).
- Display advertisements in connection with Your User Submissions and to use Your User Submissions for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of Merify through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on Merify and may remove at any time or refuse any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, You agree that We may freely disclose Your User Submission to any third party absent any obligation of confidence on the part of the recipient.

UNAUTHORIZED ACTIVITIES.

To be clear, We authorize Your use of Merify only for Permitted Purposes. Any other use of Merify beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use. This is because as between You and Us, all rights across Merify remain Our property.

Unauthorized use of Merify may result in violation of various United States and international copyright laws. We want to give You examples of things to avoid. So, unless You have written permission from Us stating otherwise, You are not authorized to use Merify in any of the following ways (these are examples only and the list below is not a complete list of everything that You are not permitted to do):

- For any public or commercial purpose which includes use of Merify on another site or through a networked computer environment.
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law.
- To stalk, harass, or harm another individual.

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- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity.
- To interfere with or disrupt Merify servers or networks connected to this Website.

To use any data mining, robots, or similar data gathering or extraction methods in connection with Merify; or

- Attempt to gain unauthorized access to any portion of Merify or any other accounts, computer systems, or networks connected to Merify, whether through hacking, password mining, or any other means.

You agree to hire attorneys to defend Us if You violate these Terms and that violation results in a problem for Us. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are responsible for any violation of these Terms by You. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim.

PROPRIETARY RIGHTS.

The trademarks, service marks, and logos of Merify (“Our Trademarks”) used and displayed on various parts of our digital experiences are registered and unregistered trademarks or service marks of Merify. Other company, product, and service names located on Merify may be trademarks or service marks owned by others (the “Third-Party

Trademarks”, and, collectively with Our Trademarks, the “Trademarks”). Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without Our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Us in writing. All goodwill generated from the use of Our Trademarks inures to Our benefit.

Unless otherwise specified in these Terms, Merify, including the contents and materials are Our sole property, or the property of Our licensors. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

INTELLECTUAL PROPERTY INFRINGEMENT.

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We respect the intellectual property rights of others and encourage You to do the same. Accordingly, We have a policy of removing User Submissions that violate intellectual property rights of others, suspending access to Merify (or any portion thereof) to any user who uses Merify in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses Merify in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512 (the "Digital Millennium Copyright Act" or "DMCA"), We have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If You believe Your copyright or other intellectual property right is being infringed by a user of this Website or App, please provide written notice to Our agent ("Agent") for notice of claims of infringement:

Attn: ___ DMCA Agent Greg Gasperin

CC: ___ Melissa Capone capone@merifyme.com

Email: ___ greg@merifyme.com

To be sure the matter is handled immediately, Your written notice must:

- Contain Your physical or electronic signature.
- Identify the copyrighted work or other intellectual property alleged to have been infringed.
- Identify the allegedly infringing material in a sufficiently precise manner to allow Us to locate that material.
- Contain adequate information by which We can contact You (including postal address, telephone number, and e-mail address).
- Contain a statement that You have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law.
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that You are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

Submitting a DMCA Counter-Notification

We will notify You that We have removed or disabled access to copyright-protected material that You provided, if such removal is pursuant to a validly received DMCA takedown notice. In response, You may provide Our Agent with a written counter-notification that includes the following information:

1. Your physical or electronic signature.

2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled
3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which We may be located, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

We reserve the right, in Our sole discretion, to terminate the account or access of any user of Merify who is the subject of repeated DMCA or other infringement notifications.

DISCLAIMER OF WARRANTIES.

MERIFY SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS", AND THE ENTIRE RISK AS TO THEIR USE IS WITH YOU. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO MERIFY, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT MERIFY WILL MEET YOUR REQUIREMENTS, THAT YOUR USE OF MERIFY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS ACROSS MERIFY WILL BE CORRECTED. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MERIFY, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR SERVICES OBTAINED THROUGH THE USE OF MERIFY AND ARE NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS, OR FAILURE TO ACT OF ANY THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH MERIFY OR OUR SUBSIDIARIES/OTHER AFFILIATED COMPANIES SHALL CREATE ANY WARRANTY. WE DISCLAIM ALL EQUITABLE INDEMNITIES.

YOU ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL DECISIONS OR TRANSACTIONS YOU MAKE IN THE COURSE OF USING MERIFY. YOU ACKNOWLEDGE AND AGREE THAT (A) USE OF MERIFY IS AT YOUR SOLE RISK; (B) MERIFY AND ITS THIRD PARTY SUPPLIERS SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION IN USE OF MERIFY OR DELAYS OR ERRORS CAUSED BY ANY USER'S USE OF THE SERVICE, OR ANY PART THEREOF; AND (C) MERIFY IS NEITHER ACTING IN A FIDUCIARY CAPACITY NOR PROVIDING ANY INVESTMENT ADVICE TO ANY USER.

LIMITATION OF LIABILITY.

YOU ARE USING MERIFY AT YOUR SOLE RISK. WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM MERIFY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, COST OF SUBSTITUTE GOODS AND SERVICES, LOSS OF USE, OR OTHER ECONOMIC ADVANTAGE, HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL OUR TOTAL LIABILITY UNDER THESE TERMS EXCEED [\$100].

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF MERIFY AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE THEREOF. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF MERIFY OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF MERIFY. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH ANY PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF MERIFY, PARTICULARLY IF YOU MEET OFFLINE OR IN PERSON. WE EXPLICITLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER OF MERIFY AND ALL OTHER THIRD PARTIES.

LOCAL LAWS; EXPORT CONTROL.

We control and operate Merify from Our headquarters in the United States of America and the entirety of Merify may not be appropriate or available for use in other locations. If You use Merify outside the United States of America, You are solely responsible for following applicable local laws.

DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.

Please Read This Provision Carefully. It Affects Your Legal Rights.

This Provision facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy), whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below) that may arise between You and Us (collectively, the “Disputes”). Effectively, then, “Dispute” is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to You (such as Our licensors, suppliers, dealers or third-party vendors) whenever You also assert claims against Us in the same proceeding.

This Provision provides that all Disputes between You and Us shall be resolved by binding arbitration because acceptance of These Terms constitutes a waiver of Your right to litigation claims and all opportunity to be heard by a judge or jury. We prefer this because We believe arbitration is less drama-filled than litigation. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney’s fees). You may, however, opt-out of this Provision which means You would have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). EVERYONE AGREES THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, You must first give Us an opportunity to resolve the Dispute which is first done by emailing to Us at support@merifyme.com the following information: (1) Your name, (2) Your address, (3) A written description of Your Claim, and (4) A description of the specific relief You seek. If We do not resolve the Dispute within 45 days after receiving Your notification, than You may pursue Your Dispute in arbitration. You may pursue Your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, You or We may choose to pursue a Dispute in court and not by arbitration if: (a) the Dispute qualifies for initiation in small claims court; or (b) YOU

OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the "Opt-Out Deadline"). You may optout of this Provision by emailing Us at support@merifyme.com the following information: (1) Your name; (2) Your address; (3) A clear statement that You do not wish to resolve Disputes with Us through arbitration. Either way, We will not take any decision You make personally. In fact, We promise that Your decision to opt-out of this Arbitration Provision will have no adverse effect on Your relationship with Us. But, We do have to enforce the Opt-Out Deadline so keep in mind that **any opt-out request received after the Opt-Out Deadline will not be valid and You must pursue Your Dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either You or We may initiate arbitration proceedings. The [American Arbitration Association](#) ("AAA"), or [JAMS](#), will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available via this [link](#) or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available via this [link](#) or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative procedures or rules apply to the arbitration.

Because Merify and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply

applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or We may initiate arbitration in either Oregon or the federal judicial district that includes Your billing address.

Payment of Arbitration Fees and Costs – So long as You place a request in writing prior to commencement of the arbitration, We will pay all arbitration filing fees and AAA or JAMS hearing fees and any arbitrator's hearing fees, costs and expenses upon Your written request to the arbitrator given at or before the first evidentiary hearing in the arbitration. But, You will still be responsible for all additional fees and costs that You incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses. In addition to any fees and costs recoverable under applicable law, if You provide notice and negotiate in good faith with Us as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that You are the prevailing party in the arbitration, You will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both You and We specifically agree to do so in writing following initiation of the arbitration. **If You choose to pursue Your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to You.** Neither You, nor any other user of this Website can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

No Judge or Jury in Arbitration

Arbitration does not involve a judge or jury. You understand and agree that by entering into these Terms, Everyone is giving up the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, You and We might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that You would have if You went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation

This Provision shall survive Your discontinued use of Merify. Notwithstanding any provision in these Terms to the contrary, We agree that if We make any change to this Provision (other than a change to the Notice Address), You may reject any such change and require Us to adhere to the present language in this Provision if a Dispute between You and Us arises.

LANGUAGE.

The parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

GENERAL.

We think direct communication resolves most issues – if We feel that You are not complying with these Terms, We will tell You. We will even provide You with recommended necessary corrective action(s) because We value this relationship.

However, certain violations of these Terms, as determined by Us, may require immediate termination of Your access to this Website and or App without prior notice to You. The

Federal Arbitration Act, Oregon state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for Disputes subject to arbitration as described above, any disputes relating to these Terms or this Website will be heard in the courts located in Multnomah County, Oregon. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between You and Us and, therefore, supersede all prior or contemporaneous negotiations, discussions

or agreements between Everyone about this Website. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

MERIFY DOs & DONTs.

DO:

You agree that you *will*:

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
2. Provide accurate information to us and keep it updated;
3. Use your real name on your profile; and 4. Use the Services in a professional manner.

DONT:

You agree that you will *not*:

1. Create a false identity on Merify, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account;
2. Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other

technology) to scrape the Services or otherwise copy profiles and other data from the Services;

3. Override any security feature or bypass or circumvent any access controls or use limits of the Service;
4. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of Merify;
5. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));
6. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights;
7. Violate the intellectual property or other rights of Merify, including, without limitation, (i) copying or distributing our technology, unless it is released under open source licenses; (ii) using the word "Merify" or our logos in any business name, email, or URL;
8. Post anything that contains software viruses, worms, or any other harmful code;
9. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
10. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
11. Monitor the Services' availability, performance or functionality for any competitive purpose;
12. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
13. Overlay or otherwise modify the Services or their appearance;
14. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).

CONTACT US.

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us at support@merifyme.com.

