

ROBOCENT, INC.
TERMS OF SERVICE

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Update Log: N/A

Welcome to the website of RoboCent, Inc., a Virginia corporation (“**RoboCent**”, “**Company**”, “**we**”, or “**us**”). The following terms and conditions, together with any documents that are expressly incorporated by reference herein (collectively these “**Terms of Service**” or “**Agreement**”), govern your access to and use of www.robocent.com (the “**Website**”), including any other of RoboCent’s websites, SMS, APIs, email notifications, applications, buttons, widgets, transmission of any messages to third parties through the RoboCent system, and any other content, functionality, use, and services offered on or through the Website, including but not limited to RoboCalls, Survey/Push-Poll, Transfer Call, RVM (Ringless Voicemail Drop), Ping, and SMS Connect (the foregoing collectively defined herein as the “**RoboCent Services**”), whether as a guest or a registered user.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING ANY ROBOCENT SERVICE. BY USING THE COMPANY SERVICES IN ANY FORM (INCLUDING, WITHOUT LIMITATION, NAVIGATING THE WEBSITE OR UTILIZING THE ROBOCENT SERVICES), YOU ARE REPRESENTING THAT YOU HAVE READ, UNDERSTOOD, ACCEPT AND AGREE TO BE BOUND BY, AND TO ABIDE BY, THESE TERMS OF SERVICE AND OUR PRIVACY POLICY, WHICH CAN BE FOUND AT THE WEBSITE AND WHICH IS EXPRESSLY INCORPORATED HEREIN. If you do not agree to these Terms of Service or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are eighteen (18) years of age or older, and reside in the United States or any of its territories or possessions. By using this Website or any of the RoboCent Services, you represent and warrant that you are 18 years of age or older and have legal capacity to form a binding contract with the Company. If you do not meet all of these requirements, you must not access or use the Website or the RoboCent Services. If you are using the Website or any of the RoboCent Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Website and the RoboCent Services only in compliance with these Terms of Service and all applicable local, state, national, and international laws, rules, and regulations.

Changes to the Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion and timing. All revisions, updates, or changes are effective immediately when we post them to the Website, and apply to all access to and use of the Website customer application and RoboCent Services thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction below will not apply to any disputes for which the parties have actual notice on, or prior to the date the revision, update, or change is posted on the Website. Your continued use of the Website or the RoboCent Services following the posting of revised,

updated, or changed Terms of Service means and shall constitute your acceptance and agreement to the revision(s), update(s), or change(s). **You are expected to check, read, and agree to this page each time you access or utilize the Website or the RoboCent Services so you are aware of any revision, update, or change, as they are binding on you.**

Accessing the RoboCent Services and Account Security

User Account: To register with RoboCent, you may be asked to provide certain registration details or other information, all of which are governed by our Privacy Policy. By registering with RoboCent, you represent and warrant that all registration information you submit, including, without limitation, your first and last name, email address, mobile telephone number, and payment information is completely accurate. By registering with RoboCent or providing information for use of the RoboCent Services, you represent and warrant that you are of legal age to enter into a binding contract or, if you are a legal entity, you are authorized to enter into and bind the entity to these Terms of Service and perform the Terms of Service. If you are under the age of 18, you may use the RoboCent Services only with the involvement and consent of a parent or guardian. Each registered user that completes the registration process becomes a “**User.**” RoboCent and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion and timing.

Account Security: You are solely responsible for maintaining the confidentiality, security, and correctness of your registration information. You are solely and fully responsible for all activities, liabilities, and damages that occur under your account or password or from your failure to maintain password confidentiality. You agree that RoboCent shall not be liable for any losses or damages arising from your failure keep your Website username, password, or other registration information secure. You agree to notify RoboCent immediately of any unauthorized access to, or use of, your username or password or any other breach of security. You agree to comply with all applicable laws regarding online conduct and acceptable content.

Access: We reserve the right to withdraw or amend the Website or any of the RoboCent Services, and any product, service, or material we provide on the Website or by the RoboCent Services, in our sole discretion, without notice. We will not be liable to you if, for any reason, any part of or the entire Website or RoboCent Services are unavailable for your access or use at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Service and comply with them.

Payment Terms

Registering for an account with RoboCent is free of charge. RoboCent reserves the right to introduce certain fees in the future. The fee rates for RoboCent Services can be accessed through the Website. These may be modified or updated by RoboCent from time to time. It is your responsibility to remain informed about the current rates for these RoboCent Services.

Payment shall be made with a credit or debit card on the Website through a secure third party payment processor. Upon requesting RoboCent Services, you will be asked to authorize a charge to your credit or debit card up to the total amount specified on the Website, depending on the RoboCent Services purchased. You acknowledge and agree that you shall pay for all RoboCent Services you purchase from RoboCent, and that RoboCent may charge your credit card account as provided by you for the RoboCent Services, including any taxes, late fees, penalties, costs, and attorneys' fees as applicable, that may be accrued by or in connection with your account with RoboCent and your use of the RoboCent Services. You are responsible for the timely payment of all taxes, fees, and charges and for providing us with a valid credit or debit card account for payment of all applicable fees at all times. The timing and amounts of such payment obligations for your use of the RoboCent Services and Website shall be published on the Website from time to time and shall, as amended and updated from time to time, in the sole discretion and timing of RoboCent, be incorporated with these Terms of Service. If you fail to pay any delinquent amount within five (5) day's written notice of default, RoboCent reserves the right to assess a late fee of five percent (5%) of the total amount due. Any unpaid amounts shall also bear interest in the amount of one and one-half percent (1½%) per month, or the maximum allowed by Governing Law, whichever is less. All payments are non-refundable, subject to applicable law.

Cancellation and Termination: You may cancel your account with RoboCent for no charge at any time. In the event you or RoboCent terminates your access and account with RoboCent for any or no reason, your access to and use of the Website and RoboCent Services shall automatically be canceled and cease. You are responsible for paying the full amount authorized and charged to your credit card prior to the date of termination.

Chargeback Abuse Prohibited. Once you authorize a charge to your credit or debit card to purchase a RoboCent Service, you agree to not to file a credit card or debit card chargeback with regard to your purchase, regardless of whether your use of the RoboCent Service produced the desired outcome (e.g. the election of a political candidate). Should you file a credit card or debit card chargeback, you agree to reimburse RoboCent for any costs incurred in researching and responding to such chargeback, including without limitation, attorney's fees and other costs paid to the credit card processor or our banks. You further agree that RoboCent may add these amounts to the original amount of your order, and that this total amount will then be immediately due and payable. RoboCent reserves the right to report a threatened or actual chargeback incident for inclusion in chargeback abuser database(s) of our choosing and in our sole discretion.

Prohibited Uses

You may use the Website and the RoboCent Services only for lawful purposes and in accordance with these Terms of Service. **You agree not to use the Website or the RoboCent Services:**

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

- To send, knowingly receive, upload, download, use or re-use any material that does not comply with the Content Standards (see Content Standards below) as set out in these Terms of Service.
- To transmit, or procure the sending of any “junk mail”, “chain letter”, or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate RoboCent, a RoboCent employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or User screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- To send messages to any emergency phone or health care facilities’ phone lines.
- To send unsolicited messages to those who will incur charges or those whom you not have permission to contact.

Additionally, you agree not to:

- Use the Website or RoboCent Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website or the RoboCent Services, including their ability to engage in real time activities through the Website or RoboCent Services.
- Use any robot, spider or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website or RoboCent Services via a denial-of-service attack or a distributed denial-of-service attack.
- Access, tamper with, or use non-public areas of the Website, RoboCent’s computer systems, or its delivery processes.
- Probe, scan, or test the vulnerability of any system or network or breach or circumvent the security or authentication measures.
- Access or search or attempt to access or search the services by any means other than those specifically provided by RoboCent.
- Forge any TCP/IP header in any email or posting, or in any way use the RoboCent Services to send altered, deceptive, or false source-identifying information.
- Interfere with or disrupt the access of any User.
- Otherwise attempt to interfere with the proper working of the Website.

Intellectual Property Rights

The Website, RoboCent Services, and their entire contents, features, and functionality (including but not limited to all information, content (whether provided by you or RoboCent), software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are wholly owned by RoboCent, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the RoboCent Services, purchased by you, for your use only. These Terms of Service do not constitute a sale or convey to you any rights, title, or interest of ownership in or related to the RoboCent Services or any intellectual property rights owned by Company. Company, Company's logo, and all related names, logos, content (whether provided by you or Company), product and service names, designs and slogans are trademarks of RoboCent or its affiliates or licensors. You must not use such marks without the prior written permission of RoboCent. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from the RoboCent Services or the Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from RoboCent Services or the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the RoboCent Services in breach of the Terms of Service, your right to use the RoboCent Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. Any use of RoboCent Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may also violate copyright, trademark, and other laws.

User Contributions; Content

The RoboCent Services provide for methods by which users may transmit messages or other information to others. *By using the RoboCent Services, you provide and are legally responsible for all information, data, text, sounds, or other materials uploaded, posted, or stored in connection with your use of the RoboCent Services (“Content”). RoboCent is not responsible for your Content.*

You hereby grant RoboCent a worldwide, royalty-free, non-exclusive license to use the Content in order to provide you with the RoboCent Services and hereby represent and warrant that you have all the rights necessary to grant RoboCent such license. You are responsible for any Content that may be lost or unrecoverable through your use of the RoboCent Services. You are encouraged to archive your Content regularly and frequently.

The Website or the RoboCent Services may, now or in the future, contain areas where you may post reviews, comments, and submit suggestions, ideas, comments, questions, or other information and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**Post**”) content or materials (collectively, “**User Contributions**”) on or through the Website. **All Content and all User Contributions must comply with and are subject to the Content Standards set out in these Terms of Service.**

Any Content you transmit by use of the RoboCent Services and any User Contribution you Post to the Website will be considered non-confidential and non-proprietary. By authorizing the transmission of any Content or providing any User Contribution on the Website, you grant RoboCent and its affiliates and service providers, licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. **You represent, warrant, and covenant that** (a) you own or control all rights in and to the Content and/or User Contributions and have the right to grant the license granted above to us; and (b) all of your Content and/or User Contributions do and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any Content and User Contributions you submit or contribute, and you, not RoboCent, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. RoboCent is not responsible or liable to any third party, for the content or accuracy of any Content transmitted and/or User Contribution posted by you or any other User of the Website.

You agree that in connection with the RoboCent Services, all recipient contact information and numbers supplied to RoboCent is “opt-in” information given by the recipient and you will not call, text, or communicate with any recipient cell phone or mobile device without the expressed written permission of the recipient. You further agree and confirm that you have scrubbed all phone numbers uploaded for your campaign(s) against all required federal and state “do-not-call” lists or have confirmed that the phone number(s) are exempt from this process. Additional information regarding laws associated with the Do Not Call List registry may be found at <http://www.donotcall.gov>.

You are aware and understand that Ringless Voicemail Drops (RVM) may be subject to certain regulatory content restrictions and/or state or federal laws. You agree and confirm that you have taken all steps necessary to ensure that your use of RVMs complies with the applicable regulations and laws regarding RVMs, including but not limited to consulting with an attorney, scrubbing against national do-not-call lists, ensuring the phone number is able to opt out of future contact attempts, and/or applying necessary authorization or paid for by disclaimers on messages as required by local, state, or federal laws.

You are aware and understand that RoboCent's Peer-to-Peer text messaging platform, SMS Connect, may be subject to certain regulatory content restrictions and/or state or federal laws. You agree and confirm that you have taken all steps necessary to ensure that your use of SMS Connect, or any other type of text messaging service provided by RoboCent, complies with the applicable regulations and laws regarding text messaging, including but not limited to consulting with an attorney, scrubbing against national do-not-call or do-not-text lists, ensuring the phone number is able to opt out of future contact attempts, and/or applying necessary authorization or paid for by disclaimers on messages as required by local, state, or federal laws.

You are aware and understand the anti-solicitation provisions of various state and federal laws and all amendments thereto of laws, which include, but are not limited to the Federal Communication Commission's regulations of the Federal Telephone Consumer Protection Act of 1991. You agree to not violate these provisions and represent and warrant that your use of RoboCent's Services will not cause RoboCent to violate these or similar laws. You further agree and acknowledge that you have consulted with an attorney regarding, and/or are aware of and fully understand, the applicable state and federal rules and regulations that govern the use of RoboCent Services, and you agree to maintain compliance with said rules and regulations, including but not limited to maintaining or subscribing to your own "do-not-call" lists and employing any tools required to adhere to any and all applicable state and federal rules, regulations, and/or restrictions that may pertain to the use of RoboCent Services.

You understand and agree that RoboCent will not be held responsible for any damages or fines for which you may be held liable to any third party due to your failure to abide by these terms or any related state, federal, or local law. You may view and refer to most, but not all, of these related regulations at the Federal Communications Commission's website at <http://www.fcc.gov> and the Federal Trade Commission website at <http://www.ftc.gov>. Please refer to your specific state's Attorney General's office or local government for any laws imposed at the State or local level. It is your responsibility to consult, research, and adhere to all applicable regulations and laws when using RoboCent Services.

Monitoring and Enforcement: RoboCent reserves the right to (1) remove or refuse to transmit any Content or to remove or refuse to Post any User Contributions for any or no reason in its sole discretion; and (2) take any action with respect to any Content or User Contribution that it deems necessary or appropriate in its sole discretion.

Without limiting the foregoing, RoboCent has the right to fully cooperate with any law enforcement authorities, subpoena, or court order requesting or directing it to disclose the identity or other information of anyone posting any materials on or through the Website or the RoboCent

Services. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THESE TERMS OF SERVICE, YOU WAIVE, RELEASE, AND SHALL INDEMNIFY AND RELEASE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all material or Content before it is posted on the Website or transmitted by use of the RoboCent Services, and cannot ensure prompt removal of objectionable, inaccurate, or incomplete material after it has been posted or transmitted. Accordingly, RoboCent assumes no liability for any action or inaction regarding transmissions, communications, or content provided by you or third party. RoboCent has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section of the Terms of Service.

Content Standards

These content standards apply to any and all User Content, User Contributions, and use of RoboCent Services. You represent, warrant, and covenant that your User Content and User Contributions will, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content and User Contributions shall not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination, including, without limitation, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate legal rights (including rights of publicity and privacy) of others or contain material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity or advocate, promote, or assist any unlawful activity.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by RoboCent or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Website or the RoboCent Services is made available solely for general information purposes. RoboCent does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. RoboCent disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, user of the RoboCent Services, or platform, or by anyone who may be informed of any of its contents.

The Website and the RoboCent Services may include content provided by third parties, including materials provided by other users, bloggers, customers, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by RoboCent, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of RoboCent. RoboCent is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Information About You and Your Visits to the Website

All information RoboCent collects on the Website or through the RoboCent Services is subject to its Privacy Policy. By using the Website or the RoboCent Services, you consent to all actions taken by RoboCent with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through the Website, purchases of RoboCent Services through the Website, or as a result of visits made by you are governed by these Terms of Service. Additional terms and conditions may also apply to specific portions, services, or features of the Website and the RoboCent Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service.

Linking to the Website and Social Media Features

You may link to the Website's homepage, provided you do so in a way that is fair and legal and does not damage RoboCent's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.

- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by RoboCent, solely with respect to the content with which they are displayed. **Subject to the foregoing, you must not:**

- Establish a link from any website that is not lawfully owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Service.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Service. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, RoboCent provides those links for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. RoboCent has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Miscellaneous

Geographic Restriction: RoboCent provides this Website for use only by persons located in the United States. RoboCent makes no claims that the Website or any of its content is accessible or appropriate outside the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws, rules, and regulations.

Disclaimer of Warranties: EXCEPT AS OTHERWISE PROVIDED, THE ROBOCENT SERVICES ARE MADE AVAILABLE ON AN “AS IS” AND “WITH ALL FAULTS” BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY. ROBOCENT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

Limitation of Liability: You acknowledge that all services sold and provided by you are separate and distinct from RoboCent Services. ACCORDINGLY, EXCEPT AS OTHERWISE PROVIDED, ROBOCENT HAS NO RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION OR USER CONTENT OR USER CONTRIBUTIONS PROVIDED TO YOU BY SUCH USE THROUGH THE ROBOCENT SERVICES.

UNDER NO CIRCUMSTANCES WILL ROBOCENT'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS OF SERVICE EXCEED THE AMOUNT CHARGED FOR THAT USER'S USE OF THE ROBOCENT SERVICES, IF ANY. IN ADDITION, IN NO EVENT WILL ROBOCENT, ITS AFFILIATES OR ANY OF THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MANAGERS, DIRECTORS, STOCKHOLDERS, MEMBERS, OR SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE ROBOCENT SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, ROBOCENT SERVICES, OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, DEATH, DISABILITY, LOSS OF BUSINESS, OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Indemnification: You agree to defend, indemnify, and hold harmless RoboCent, its affiliates, licensors, and service providers, and its and their respective officers, members, managers, directors, stockholders, employees, contractors, agents, licensors, suppliers, successors, and assigns (collectively "**Indemnitees**") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) (collectively "**Claims**") arising out of or relating to your violation of these Terms of Service or your use of the Website or the RoboCent Services, including, but not limited to, your Content or User Contributions, including any of the Website's content, services, and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Website. You further agree to fully indemnify and hold harmless the Indemnitees from any Claims arising out of the authorized or unauthorized use of your account, by any person or organization, for loss or damage arising from the use of RoboCent Services. Your obligation to indemnify under this section includes, but is not limited to: regulatory claims or violations; civil claims, including allegations or claims for libel, slander, or intellectual property infringement; criminal claims; any other allegation or claim arising out of any intentional or unintentional act or omission in connection with the authorized or unauthorized use of your account. This section survives termination or cancellation of your account or access to or use of RoboCent Services.

Governing Law: These Terms of Service and the relationship between you and RoboCent will be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice or

conflict of law provision or rule whether of the Commonwealth of Virginia or any other jurisdiction.

Venue: Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Website or the RoboCent Services shall be instituted exclusively in the federal courts of the United States or the state courts of the city of Norfolk, Virginia (although RoboCent retains the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your state of residence or any other relevant place). **You waive any and all objections to the exercise of jurisdiction over you by such courts and to exclusive venue in such courts.**

Dispute Resolution: Any dispute relating in any way to your use of the Website or the RoboCent Services, or to any other products or services you purchase through RoboCent or the Website, shall be submitted to confidential arbitration in the Commonwealth of Virginia in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the extent you have in any manner violated or threatened to violate RoboCent's intellectual property rights, RoboCent may seek injunctive or other appropriate relief in any state or federal court and you consent to exclusive jurisdiction and venue in such courts.

No Assignment: You may not assign your rights under these Terms of Service without prior written consent, and any attempted assignment will be null and void.

Limitation of Time to File Claims: ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF, OR RELATING TO, THESE TERMS OF SERVICE OR THE ROBOCENT SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver: No failure by the Company to enforce any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition, or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

Severability: If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

Entire Agreement: These Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and RoboCent, with respect to the RoboCent Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website and the RoboCent Services.

Attorney's Fees: In the event of a dispute arising out of these Terms of Service or your use of the RoboCent Services, RoboCent shall be entitled to recover its costs, including reasonable attorney's fees incurred.

Notices: We may give notice to you by email or other reasonable means. You must give notice to RoboCent by certified mail (postage pre-paid and return receipt requested) to:

RoboCent, Inc.
c/o Jesse B. Gordon, Esq.
Pender & Coward, P.C.
222 Central Park Ave., Ste. 400
Virginia Beach, VA 23462

QUESTIONS: Please contact us with any questions regarding these Terms of Service by emailing us at: info@robocent.com.