

Collaborative Planning Group Systems, Inc.

End User Agreement and Terms of Use

Last updated on September 27, 2021

PLEASE READ CAREFULLY THIS END USER AGREEMENT AND TERMS OF USE (“STANDARD TERMS”) BEFORE USING THE SERVICE OFFERED BY THE COMPANY (“SERVICE” AND “COMPANY” AS DEFINED BELOW). THESE STANDARD TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR ACCESS TO AND USE OF THE SERVICE AND ANY OTHER FEATURES OR CONTENT OFFERED FROM TIME TO TIME BY THE COMPANY IN CONNECTION WITH THE SERVICE. BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THE STANDARD TERMS AS IN EFFECT FROM TIME TO TIME WITH RESPECT TO THE SERVICE.

Depending on which of the features of the Service you use, additional terms and policies (including rules, guidelines and other similarly named documents) presented with those features of the Service may apply (“Additional Terms”). Those Additional Terms become a part of the agreement with us if you use the Service. (We refer to the combination of these Standard Terms and any applicable Additional Terms collectively as the “Terms.”)

You indicate your agreement to these Terms by using the Service. You may not use the Service without first agreeing to these Terms.

1. Definitions

Some important definitions for you to keep in mind, as you review these Terms, are:

“Administrator” means a person who is authorized by Customer to be the administrator of Customer’s Account. An Administrator is also included in the definition of Authorized User.

“Affiliates” means any entity which, at the relevant time, directly or indirectly controls, is controlled by or is under common control with such entity. The term “control” as used with respect to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise. The term “voting securities” means all securities of an entity entitled, in the ordinary course, to vote in the election of directors of that entity or admit members into that entity.

“Authorized User” means a person who is authorized by Customer to access or otherwise use the Service contracted for by Customer in accordance with these Terms.

“Authorized User Account” means the account designated for access by the Authorized User.

“Company” means Collaborative Planning Group Systems, Inc., also sometimes referred to as “CPG” and sometimes referred to as “we” and “us”, and “our” means of or belonging to Company.

“Company Content” means any content generated, provided, or otherwise made accessible by the Company on or through the Service and includes, without limitation, any information, data, text, photographs, Proprietary Software, graphics and interactive features.

“CPG Technology” means the CPG Technology Platform and any Proprietary Software not contained in such platform that relates to it.

“CPG Technology Platform” means the proprietary management system platform which has been coded using the Proprietary Software and includes the Company Content.

“Customer” means any person or entity that is subject to these Terms, under which the Company provides it as well as its employees and authorized agents, on behalf of Customer, with access and the right to use the CPG Technology Platform. At all times the Customer shall be responsible to Company for the use of the Service by its Authorized Users.

“Customer Content” means any data or other content posted or otherwise Processed by Customer and its Authorized Users, and excludes any Company Content.

“Customer Suggestions” means any submissions by any Customer or any of its Authorized Users to the Company or otherwise through the Service, including, but not limited to, specifications, suggestions, feedback or other content or materials created by Customer.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d et seq., as the same has been and may be amended from time to time (including, without limitation, those amendments effected by the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009), together with all regulations promulgated thereunder, as the same have been and may be amended from time to time.

“Intellectual Property” means any and all now known or hereafter known, tangible and intangible intellectual property, including, but not limited to, (a) rights associated with works of authorship, including but not limited to, copyrights and moral rights, (b) trademark, service mark, trade name and trade dress rights, (c) trade secret rights, (d) patents, designs and algorithms, (e) inventions, rights of inventorship, (f) all other intellectual and industrial property rights, of every kind and nature however designated (including, but not limited to, logos, database rights, rights of publicity, privacy or right to be free of defamation, rights under unfair competition and unfair trade practices laws, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise, and (g) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“Login Credentials” means the credentials that allow an Authorized User to access Customer’s Account and use the Service.

“Subject” means any person about whom an Authorized User or the Customer has Processed information by means of the CPG Technology Platform.

“Process,” when used as a verb, means to upload, otherwise enter, use, store, transmit or otherwise make use of information by means of the Service, and “Processing” has a correlative meaning.

“Proprietary Software” means any software that has been, or will be, developed by or for the Company for the functionality of the CPG Technology Platform, and includes all HTML files, Java files, graphics files, animation files, data files, technology, algorithms, software scripts and programs, both in object code and source code form.

“PII” means personally identifiable information with respect to any individual, including a Subject, and includes, if applicable, “protected health information” as that term is defined under HIPAA.

“PII Subject” means any Subject whose PII has been Processed by an Authorized User or the Customer by means of the CPG Technology Platform. For greater clarity, in the case of a minor or similar individual, if reference is made to notice to or consent (or similar authorization) from a PII Subject, such reference shall be deemed to mean notice to, or consent or similar authorization from, a legal guardian, parent or similar legal representative of the applicable PII Subject, as required by applicable law.

“Representatives” means directors, officers, managers, employees, agents, representatives, attorneys and advisors and, in the case of Customer, any Authorized User.

“Service” means the proprietary system, Website, application(s), products and services (including any interface from the CPG Technology Platform to any other service or software utilized by Customer and/or its Authorized Users), provided by the Company that enables Customers and their Authorized Users to use the CPG Technology Platform.

“Service Agreement” means the applicable Licensing Agreement or other agreement between Company and Customer that authorizes Customer’s use of the Service.

“you” or “yours” refers to Customer and/or the relevant Authorized User, as the case may be.

“Website” means the website through which the Service is made available to you and any subdomains associated with it, and includes any successor websites or domains through which the Service may be made available to you.

2. Applicability of These Terms

Your access to and use of the Service is expressly conditioned on your acceptance of and compliance with these Terms. As an Authorized User, by using the Service, you agree to be bound by these Terms and all applicable laws governing the use of the Service by you and by your applicable Customer. These Standard Terms apply to all Authorized Users of the Service, as well as Additional Terms applicable to specific aspects of the Service. Such Additional Terms may be posted as you access those aspects of the Service.

Certain terms contained in these end user terms may be superseded by specific terms and conditions in the service agreement between the Company and a particular Customer (a “Specific Customer Agreement”). To the extent that any provision of these end user terms is directly inconsistent with a provision in the Specific Customer Agreement that is applicable to an End User, then the provision of the Specific Customer Agreement will apply.

3. The Service

The Company agrees to provide the Service, and Customer’s Authorized Users are authorized to access and use the Service, including, without limitation, the CPG Technology Platform, the Company Content, and the Proprietary Software in object code form, for the sole and exclusive purpose(s) permitted by the Service Agreement, during the term of the Service Agreement and for so long as they comply with the Terms. The Company may immediately terminate the Terms and thereby terminate access of the applicable Authorized User(s) to the Service upon any breach of the Terms or any applicable Service Agreement, including, without limitation, Customer’s failure to timely pay for the Service, Customer’s or any Authorized User’s failure to comply with applicable law in connection with use of the Service or an Authorized User failing to secure his or her Account.

4. Copyrights, Trademarks and Other Intellectual Property Rights

- a. **The Company’s Rights To The Proprietary Software.** Authorized Users are granted a limited license to use the Service for the specific purpose it was intended and for no other. Inclusion of any part of the Service in any other work, whether printed, electronic or in any other form, is strictly prohibited, except as set forth in these Terms. Permission for any other usage of the Service must be requested in advance and approved by us in writing. As between you and Company, all software used or provided by Company to provide the Service, including, but not limited to, the CPG Technology Platform and its Proprietary Software, shall be the sole and exclusive property of Company, and you shall not acquire any Intellectual Property Rights or other interest in and to such software. Any Customer Suggestionsto modify the Proprietary Software to enable the Company to provide the Service (including, but not limited to, any specifications to enable new functionality of the Proprietary Software shall not entitle you to any Intellectual Property rights or other interest in and to such Proprietary Software; such Proprietary Software shall not become a joint work of authorship as a result thereof or under any circumstances. For all Customer Suggestions concerning the Proprietary Software or otherwise, you grant to the Company (and its successors and assigns) a non-exclusive, world-wide, irrevocable, fully paid, royalty free, perpetual license (with the right to sublicense through multiple tiers) in and to all rights you (including Customer) have in

and to such material. Such license shall apply with respect to any form, media or technology now known or later developed.

- b. **Other Rights Reserved.** Notwithstanding anything to the contrary contained in these Terms, all rights with respect to the Service not specifically granted to you in these Terms shall be reserved and remain always with the Company.
- c. **Copyright and Other.** You agree that, as between you and Company, all portions of the Service, including without limitation the CPG Technology Platform and all Company Content included on our Website, in any application or otherwise associated with the Service, such as text, logos, graphics, images, javascript code, HTML code and other code, is the exclusive property of the Company and is protected under U.S. and international intellectual property laws, including without limitation copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Customer Content shall not become part of the Service for purposes of these proprietary rights and laws merely as a result of having been Processed by means of the Service. You shall abide by all copyright notices, information and restrictions contained in the Service and will, among other things, comply with the Rules of Conduct contained in these Terms. The Company reserves the right to remove any content from the Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if the Company is concerned that there appears to have been a breach of these Terms relating to such content).

5. Rules of Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms or by law. The Service (including, without limitation, any Company Content) is provided solely for internal use by Customers and their Authorized Users. By way of example, and not limitation, you shall not (and shall not permit any third party to) directly or indirectly:

- a. Integrate or incorporate the CPG Technology Platform into any other products or materials and/or adapt, implement or otherwise exploit the CPG Technology Platform in any way other than as designed by Company, except with Company's prior written consent, which consent may be arbitrarily withheld in Company's sole and absolute discretion;
- b. Prepare, develop, make or have made, sell or otherwise distribute any derivative works based upon the Service, including the CPG Technology Platform;
- c. Use any unauthorized, illegal, counterfeit, or modified hardware or technology, or an assumed identity, in connection with the Service or the CPG Technology Platform, including use of tools to bypass, disable, or circumvent any encryption, security, or authentication mechanism for the system;
- d. Modify, reconstruct, extract, merge, adapt, translate, re-analyze, decompile, disassemble or reverse engineer, decompile or sell, any portions of the Service, including the CPG Technology Platform or allow others to do so;
- e. Remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on or output generated by the Service,

- including the the CPG Technology Platform, or fail to reproduce and include same on each copy (if and to the extent that a copy is permitted to be made);
- f. Grant any sublicenses or any other subsidiary uses of the Service, including the CPG Technology Platform;
 - g. Disclose, publish, transfer or otherwise make available the Service, including the CPG Technology Platform, to any of Customer's employees who are not Authorized Users, and/or to any other third party or entity at any time;
 - h. Utilize the Service or the CPG Technology Platform in any way to Process any content, including any communication, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, infringing of intellectual property rights, hateful, or racially, sexually, ethnically or otherwise objectionable, is knowingly false or inaccurate or constitutes "spam" or any form of solicitation through the Service;
 - i. In using the Service, Process or permit the Processing of any content that contains, directly or indirectly through links or otherwise, software viruses, "malware," worms, trojan horses, time bombs, back doors, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy, limit the functionality of or gain unauthorized access to any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, impair the functionality of or gain unauthorized access to the Service or any of the Company's hardware or software;
 - j. Solicit PII for unlawful or otherwise improper purposes from any person or Process PII by means of the Service for unlawful or otherwise improper purposes;
 - k. Use automated means, including scripts, spiders, robots, crawlers, or the like, or manual process to access or download data from any of the Company's databases, transmit or otherwise process data using such automated means through the Service (except as approved in writing, in advance, by Company) or attempt, through any means, to gain unauthorized access to the Service or another Authorized User's account;
 - l. Use the Service in a manner that implies that Company is providing medical diagnosis or other medical advice; and
 - m. Utilize the Service if you are ineligible to so utilize the Service, including, but not limited to, after the Service has been terminated by Company the Terms, any other agreement between the Customer and the Company or any policy of the Company.

You will promptly notify the Company of (i) any violations of the Terms, including, without limitation, by any Authorized Users, (ii) the unauthorized use, disclosure or potential compromise of your Login Credentials, and (iii) any breach, or potential breach, of the security of your Authorized User Account or of any information maintained in the CPG Technology Platform.

6. Customer And Its Authorized Users

- a. Customer and Authorized User are solely responsible for all of the content you Process through the System or that you make use of by means of the Service, and the Company may hold Customer and/or Authorized User responsible for such use in our sole and absolute discretion.
- b. You will comply with all applicable laws in connection with your use of the Service, and in your use of the Service you shall not Process any PII, or disclose it to any third party,

in any manner that would not be permissible under applicable law (including, without limitation, HIPAA).

- c. If and to the extent any PII is Processed by means of the Service, it is the responsibility of Customer and its Authorized Users, and not the Company, to assure that (i) Customer's applicable notice of privacy practices and privacy policies permit the Processing of such PII, (ii) each PII Subject will have been provided with such notice of privacy practices and any other legally required notices before any PII will be Processed by the Customer or an Authorized User, and (iii) neither the Customer nor any Authorized User will utilize the Service in a manner that is inconsistent with the Customer's notice of privacy practices or other privacy policies.
- d. You agree to only enter into the CPG Technology Platform such information as is consistent with the configuration of the CPG Technology Platform and is not prohibited from being entered (for example, credit card numbers are prohibited from being entered) and, with respect to each PII Subject, you agree only to enter such information as is needed for the authorized use of the Service pursuant to these Terms and the Service Agreement. Any questions regarding the Processing of PII should be directed to the Customer's Representatives and not the Company.
- e. You may only Process Customer Content (which may include PII) by means of the CPG Technology Platform if and to the extent that you have all necessary legal rights and authorizations to do so. You are responsible for obtaining any consent, authorization or permission that may be legally required (including without limitation as may be required under HIPAA) in connection with any Processing of PII by means of the Service. You are required to identify the appropriate individual to provide such consent, authorization or permission, and to obtain such consent, authorization or permission from such person prior to Processing any PII concerning a PII Subject by means of the Service. As a result, you are responsible to ensure that any relevant consent, authorization or permission is obtained from the legally appropriate individual capable of providing such consent, authorization or other permission. The Company assumes no responsibility or liability for the consent process, including, but not limited to, assessing whether or not any individual PII Subject is capable of providing a legally valid consent, authorization or permission for his or her PII to be Processed by means of the Service, obtaining such consent, authorization or permission, and whether or not the specific phrasing of any such consent, authorization or permission document complies with applicable law.
- f. In the event that any PII Subject revokes his or her consent, authorization or other permission as may be required for you to Process any PII of such PII Subject by means of the Service, you will immediately cease to utilize the Service to Process any PII of such PII Subject.

7. Registration, Login and Access

- a. All access to the Service is via Login Credentials. You agree that you are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs under those Login Credentials. You agree to notify us immediately if you believe that any of your Login Credentials have been, may have been or may be used without your permission.
- b. You shall not share your Login Credentials with any person, organization or entity, other than your Administrator, if any. The Company is not responsible for any loss, damage or expense caused by your failure to safeguard your Login Credentials.

- c. Customer (and any Administrator) may not transfer the Customer Account to any third party without the prior consent of Company, which may be withheld or delayed in the sole discretion of Company. You agree that you shall not rent, resell, or remarket the Service (including the CPG Technology Platform) or Company Content or provide access to the Service, including the CPG Technology Platform, or Company Content to any third party.
- d. In the event that your Account is terminated by the Company for a breach of the Terms, any Service Agreement or any other applicable agreement, your Login Credentials will be disabled in connection with the Account and you will not be able to access your Account. You may not be permitted to create a new Account to access the Service or Company Content if your prior Login Credentials have been terminated by the Company. You agree to provide, maintain and update true, accurate, current and complete Account information, and represent that you will not misrepresent your identity or your affiliation with any person or entity.

8. Warranty Disclaimer

THE SERVICE (INCLUDING, BUT NOT LIMITED TO, ANY COMPANY CONTENT), ANY APPLICATION THAT MAY BE MADE AVAILABLE FOR USE BY AUTHORIZED USERS IN CONNECTION WITH THEIR USE OF THE SERVICE AND THE WEBSITE ARE PROVIDED BY THE COMPANY STRICTLY ON AN “AS IS” AND “AS AVAILABLE” BASIS. THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE. TO THE EXTENT ANY STATUTORILY MANDATED WARRANTIES MAY BE DISCLAIMED, THE COMPANY INTENDS HEREBY TO DISCLAIM EACH AND EVERY ONE OF THEM. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

THE COMPANY DOES NOT REPRESENT OR WARRANT THAT CUSTOMER’S OR ITS AUTHORIZED USERS’ USE OF THE SERVICE WILL BE UNINTERRUPTED, ALWAYS AVAILABLE, ALWAYS SECURE OR ERROR FREE. THE COMPANY MAKES NO GUARANTEES OF ANY SPECIFIC RESULTS.

THE COMPANY IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT PROCESSED BY THE CUSTOMER, ITS AUTHORIZED USERS OR THEIR REPRESENTATIVES AND AGENTS OR ANY FAILURE OF ANY CUSTOMER GROUP MEMBER TO PROCESS PII IN ACCORDANCE WITH APPLICABLE LAW. THE SERVICE DOES NOT INCLUDE THE PROVISION OF MEDICAL DIAGNOSIS OR OTHER ASPECTS OF MEDICAL CARE BY THE COMPANY.

9. Force Majeure; No Responsibility for Third Party Technical Failures.

The Company will not be liable for any failure or delay in performance in connection with the Service due to circumstances beyond its reasonable control. The Company is not responsible or liable for any

failure, error or misconduct of any third party provider, including, but not limited to, any server supplied by its hosting, including, but not limited to, the lack of connectivity or availability of the Services; the lack of timeliness of the Service due to delays in transmission of messages; or the deletion, non-delivery or failure to store any data, communications or personalization settings transmitted by any Authorized User that otherwise would be captured and stored by the Service.

10. Limitations of Liability.

THE COMPANY'S LIABILITY UNDER THESE TERMS IS LIMITED AS SET FORTH IN THE SERVICE AGREEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY WILL NOT BE LIABLE TO ANY PERSON, INCLUDING ANY AUTHORIZED USER, FOR ANY HARM CAUSED BY THE NEGLIGENCE, MISCONDUCT, OTHER ACT OR OMISSION OF ANY CUSTOMER, AUTHORIZED USER OR OTHER PARTY OR BY THE CONTENT OR OMISSION OF ANY CUSTOMER CONTENT THAT IS PROCESSED BY MEANS OF THE SERVICE. THE COMPANY WILL HAVE NO LIABILITY FOR ANY PARTY'S DISABLING OF, REMOVAL OF OR FAILURE TO USE ANY PRIVACY OR SECURITY CONTROL OFFERED BY COMPANY OR USE OF THE SERVICE BY ANY CUSTOMER GROUP MEMBER THAT IS NOT COMPLIANT WITH APPLICABLE LAW. THESE LIMITATIONS ALSO APPLY TO ANY OTHER PERSON, INCLUDING, BUT NOT LIMITED TO, ANY OF THE HEIRS, SUCCESSORS OR ASSIGNS CLAIMING RIGHTS DERIVED FROM THE FOREGOING.

11. Indemnification.

You agree to defend, indemnify, and hold harmless the Company and its Representatives, licensors and content providers from all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorney's fees and costs, whether or not a lawsuit or other proceeding is filed, that in any way arise out of or relate to (i) your use (including misuse) of the Service, including the CPG Technology Platform and/or any Customer Content and any use, misuse, loss, theft or destruction of any device by which you have used the Service, (iii) your negligent or willful acts or omissions or (iii) your breach of these terms.

12. Digital Millennium Copyright Act Notice.

- a. The Company has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (available at www.copyright.gov/title17/92appb.pdf and summarized by a US governmental authority at <http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The name of the Company's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed in the "Contact Us" portion of our Website, and the address to be used is the address of the Company that appears in the notice provision of the Service Agreement. References in this Section to "content" include Customer Content.
- b. If you believe that content residing on or accessible through the Service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
 - ii. Identification of works or materials being infringed;
 - iii. Identification of the content that is claimed to be infringing including information regarding the location of the content that the copyright owner seeks to have removed, with sufficient detail so that the Company is capable of finding and verifying its existence;
 - iv. Contact information about the notifier including address, telephone number and, if available, e-mail address;
 - v. A statement that the notifier has a good faith belief that the content is not authorized by the copyright owner, its agent, or the law; and a statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
- c. It is the Company's policy:
 - i. To remove or disable access to the infringing content;
 - ii. To notify the content provider that the Company has removed or disabled access to the content; and
 - iii. That repeat offenders will have the infringing content removed from the system and that Company will terminate such offender's access to the Service.
- d. If the Content provider believes that the Content that was removed or to which access was disabled is either not infringing, or the Content provider believes that it has the right to post and use such Content from the copyright owner, the copyright owner's agent, or pursuant to the law, the Content provider may send a counter-notice containing the following information to the Designated Agent listed below:
 - i. A physical or electronic signature of the Content provider;
 - ii. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
 - iii. A statement that the Content provider has a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
 - iv. Content provider's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the state or federal Court for the judicial district in which the Content provider's address is located, or if the Content provider's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.
- e. If a counter-notice is received by the Designated Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

13. General Provisions

- a. **Headings.** The headings in the Terms Are inserted for convenience only and shall not be used to define, limit or describe the scope of Terms or any of the obligations set forth in them. The singular shall include the plural, and vice versa, as the context requires.
- b. **No Waiver.** The failure of the Company to enforce at any time any of the provisions of the Terms or any applicable Service Agreement or to require at any time performance by you of any of its provisions, shall in no way be construed to be a waiver of any such provision or the right of the Company to enforce each and every provision in accordance with the Terms and any applicable Service Agreement. The waiver by the Company of any of the provisions of the Terms or any applicable Service Agreement, shall not operate or be construed as a waiver of any subsequent breach. No provision of the Terms may be waived by the Company unless in writing.
- c. **Severability.** The invalidity of all or any part of any provision of the Terms shall not render invalid the remainder of such provision or any other provision of these Terms. If any provision of these Terms is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.
- d. **No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in the Terms, there are no third party beneficiaries to the Terms, including, but not limited to, any PII Subject.
- e. **Assignment.** You may not may assign your rights or delegate your duties under this Agreement to any other person or entity. If CPG or any Successor Company, as defined in this Section, shall at any time be merged or consolidated into or with any other entity, or if a substantially portion of the assets of CPG or any such Successor Company applicable to provision of the Service shall be sold or otherwise transferred to another entity, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the continuing entity or the entity resulting from such merger or consolidation or the entity to which such assets shall be sold or transferred (each a “Successor Company”) and any such assignment of this Agreement shall be binding upon, and this Agreement shall continue to inure to the benefit of, Company and the Successor Company, without your consent. This Agreement shall inure to the benefit of the parties’ successors, heirs and permitted assigns.
- f. **Modifications To Terms.** The Company reserves the right to update and revise the Standard Terms at any time. You can determine if the Standard Terms have been revised by referring to the “Last Updated” date at the top of this page. Your use of the Service constitutes your acceptance of these Standard Terms as amended or revised by the Company. The Company recommends that you review the Standard Terms regularly to ensure that you are aware of the terms and conditions of your usage of the Service.
- g. **Governing Law and Venue.** These Terms shall be interpreted and enforced according to the laws of the State of Georgia, without application of its conflicts or choice of law rules, and shall be deemed to be performed in Cobb County, Georgia. Both you and the Company irrevocably submit to the jurisdiction of the state or federal courts located in Cobb County, Georgia for any action or proceeding regarding these Terms or the Service Agreement, and agree that jurisdiction and venue shall lie exclusively in Cobb County, Georgia. You and the Company hereby waive any objection they may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum. Your use of the Service is void where prohibited.

- h. **No Class Actions.** EXCEPT TO THE EXTENT PROHIBITED BY LAW, YOU WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CONSOLIDATED OR CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.
- i. **Survival.** Any terms, which, by their very nature extend beyond the expiration or termination of the Terms shall survive such expiration or termination.