

TERMS OF USE AND SERVICE

Last Updated: Nov 30, 2022

IF YOU DO NOT AGREE THESE TERMS, IMMEDIATELY STOP ACCESSING THE SITE AND DO NOT ACCESS, USE OR PURCHASE ANY PRODUCTS, APPLICATIONS OR SERVICES.

1. ACCEPTANCE OF TERMS

These Terms of Use and Service (“Terms”) constitute a binding contract between you and THOME LEGACY TECHNOLOGIES, INC., dba Thome Images (“us”, “we” or “TLT”) governing the use of and access to the products and/or services we offer in connection with open access, membership, enrolment, certification, subscription, licensing or one-time purchases (collectively referred to herein as “Services”) to you and any authorized individuals engaged by you to use the Services on your behalf (each, a “User,” and collectively, “Users”). By using or accessing the Services, or authorizing or permitting any User to use or access the Services, you accept and agree to be bound by these Terms. The term "using" includes any person or entity who accesses or uses the site with crawlers, robots, browsers, data mining, or extraction tools, or other functionality, whether such functionality is installed or placed by such person or entity or a third party.

If you are entering into these Terms on behalf of a company, organization, or other legal entity (“Entity”), you agree to these Terms for that Entity and represent to TLT that you have the authority to bind such Entity and its affiliates to these Terms. In such case, “you” or “Member” shall refer to such Entity and its affiliates. If you are a Member’s User, then these Terms will apply to you to the extent they are applicable to Users. If you do not have the authority to bind the Entity to these Terms or do not agree to these Terms, do not accept these Terms or use or access the Services.

You represent and warrant that the information you provide in registering for the Services is accurate, complete, and rightfully yours to use.

2. PRODUCTS

We may deliver our Services through our website www.mpishi.co (“Site”), web applications, and mobile applications (each, an “Application,” and collectively, “Applications”). The features and services available to you will be based on the content, products, course, subscription plan, membership level, licensing terms, or other services you purchase or subscribe to from TLT (“Plan”), as detailed in the purchase and registration details and/or terms provided to you by TLT and/or the “Registration” page within the Application. The Services specifically exclude any third-party database or Third-Party Services (as defined in Section 5).

We reserve the right to modify content, features and functionality of our Services from time to time in our sole discretion. We will determine in our sole discretion whether any new content or features require additional fees. We may decide to add new content or features to the Services. We may or may not provide notice to you of changes to the Services. We will not be liable to you or to any third party for any modifications, price increases, or discontinuations of our Services.

Any additional product add-ons, including but not limited to additional content, features or services you later add to an existing Plan (the “Add-Ons”) shall be subject to these Terms. Any time-and-materials or other consulting services provided to you shall also be subject to these Terms.

3. REGISTRATION

You agree that you will only access our Applications for your personal or internal business purposes and subject to these Terms. You will be required to register for our Application and may pay a membership fee for the use of certain Services. You must pay such subscription fees on the first day of your subscription term unless otherwise specified.

If you, as a Member User, add Users to your account, you must bind each of the Users to these Terms. You are responsible for all information, data, content, messages or other materials that you or your Users post or otherwise transmit via the Applications (collectively, "Content"). You are responsible for maintaining the confidentiality of your login and account, and are fully responsible for any and all activities that occur under or in connection with your login or account. You agree that you will not trade, transfer, or sell access to your login or account to another party unless otherwise agreed to in writing by TLT.

As a User, you represent and warrant that you are: (i) 18 years or older, (ii) not prohibited or restricted from having a TLT account, and (iii) not a competitor of or using the Services for purposes that are competitive with TLT.

You agree to use reasonable efforts to prevent unauthorized use of the Services and notify us immediately if you discover any unauthorized use through your account. You will take all necessary steps to terminate the unauthorized use and agree to cooperate with us in preventing or terminating such unauthorized use of the Services.

4. AVAILABILITY OF SERVICE

While we will use commercially reasonable efforts to keep our Applications available and accessible, the Applications may be unavailable from time to time for repairs, upgrades, routine and emergency maintenance, or other interruptions that may be out of our reasonable control, including any outages of Third-Party Services (as defined in Section 5) or any related application programming interface and integrations. Interruptions of our Applications shall not serve as a basis to terminate your subscription or demand any full or partial refunds or credits of prepaid and unused subscription fees.

5. THIRD PARTY INTEGRATIONS AND SERVICES

Our Applications may contain links to or allow you to connect and use certain external third-party products, services, or software in conjunction with your use of our Applications and Services ("Third Party Services," and each, a "Third Party Service"), including certain social media networks and other integration partners. To take advantage of these features, you may be required to sign up or log into such Third Party Service on their respective websites or applications. By enabling the Applications to access such Third Party Service, you are permitting TLT to pass on your login information to the Third Party Service and granting the Third Party Service permission to access or otherwise process your data. You acknowledge that your use of such Third Party Service is governed solely by the terms and conditions and privacy policy of such Third Party Service, and that TLT does not endorse, is not liable for, and makes no representations as to the Third Party Service, its content, or the manner in which such Third Party Service uses, stores, or processes your data. We are not liable for any damage or loss arising from or in connection with your enablement of such Third Party Service and your reliance on the policies, privacy practices, and data security processes of such Third Party Service. We are not responsible or liable for any changes to or deletion of your data by the Third Party Service. Certain features of our Services may depend on the availability of these Third Party Services and the features and functionality they make available to us. We do not control Third Party Service features and functionality, and they may change without any notice to

us. If any Third Party Service stops providing access to some or all of the features or functionality currently or historically available to us, or stops providing access to such features and functionality on reasonable terms, as determined by TLT in our sole discretion, we may stop providing access to certain features and functionality of our Services. We will not be liable to you for any refunds or any damage or loss arising from or in connection with any such change made by the Third Party Service or any resulting change to our Services. You irrevocably waive any claim against TLT with respect to such Third Party Services.

6. PAYMENT TERMS

We will charge you pursuant to the terms as provided at the time of purchase, subscription and/or enrollment. We will continue to charge you for your Plan, including any Add-Ons if and as applicable. TLT reserves the right to increase fees at the time of any subscription term renewal.

7. CANCELLATION; TERMINATION

Termination by You. You may terminate your account at any time without cause. If you elect to cancel during the subscription term, you will not be issued any refunds or credits for the remainder of the subscription term and you will continue to have access to the Services until the end of the current term of plan.

Termination by Us. We may restrict functionality of the Services or temporarily suspend your account if we reasonably believe that you have violated these Terms. Unless we believe the need to restrict or suspend access is time-sensitive and requires immediate action without notice, or we are prohibited from providing notice under law or legal order, we will use commercially reasonable efforts to notify you by email prior to such suspension. We will not be liable to you or any third parties for any of the foregoing actions. We may terminate your account and use of the Services for any of the following reasons: (i) you fail to comply with these Terms, (ii) you do not pay your fees in accordance with the payment terms under your Plan, (iii) at the expiration of the subscription period of your Plan if we provide prior written notice to you, (iv) you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (v) if we reasonably determine you are acting or have acted in a way that could present substantial reputational harm to TLT or our current or prospective partners or customers. In no event will any termination by us for the foregoing reasons entitle you to any refunds of any prepaid and unused fees or relieve you of your obligation to pay any fees payable to us prior to the date of termination, and any unpaid fees under your Plan will become immediately due and payable. Any suspected fraudulent, abusive, hateful, discriminatory or illegal activity may be grounds for immediate termination of your use of the Service and may be referred to law enforcement authorities.

Post Termination. If your account is terminated, you must cease using the Services and TLT reserves the right to delete your account settings and Content with no liability or notice to you. Once your account settings and Content are deleted, you will not be able to recover such account settings and Content, except any Content that remains on Third Party Services pursuant to the terms and conditions of such Third-Party Services.

8. YOUR USE OF THE PRODUCTS AND SERVICES

You agree not to, nor authorize or permit any User or third party to: (a) license, sublicense, sell, rent, lease, or otherwise permit third parties to use the Services; (b) circumvent or disable any security or other technological features or measures of the Services; (c) reverse engineer any element of the Services, or use the Services to compete with the Services, (d) modify, adapt or present the Services to falsely imply

any sponsorship or association with TLT; (e) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services or the components of the Services; (f) use the Services to post, upload, link to, send or store any Content that is defamatory, libelous, fraudulent, derogatory, abusive, unlawful, hateful, harassing, violent, threatening, racist, or discriminatory; (g) use the Services to post, upload, link to, send, distribute, or store any Content that contains any viruses, malware, Trojan horses, ransomware, or any other similar harmful software; (h) use the Services to post, upload, link to, send, distribute, or store any Content that is material protected by copyright, trademark, or any other proprietary right without first having obtained all rights, permissions, and consents necessary to make such Content available on or through the Services and to grant TLT the limited right to use Content as set forth in these Terms; (i) attempt to use any method to gain unauthorized access to any paid or restricted features of the Sites or to the Services and its related systems or networks; (j) use automated scripts to collect information from or otherwise interact with Third Party Services or the Services; (k) deep-link to the Sites (other than TLT's home page) for any purpose, unless expressly authorized in writing by TLT; (l) impersonate any other user of the Services; or (m) use the Services in violation of applicable law or any acceptable use policy, terms of use or any similar policy or terms of Third-Party Services.

You agree not to use, and not to knowingly display, distribute, or otherwise make content or information derived from the Services available to any entity for the purpose of: (i) conducting or providing surveillance or gathering intelligence, including but not limited to, investigating or tracking individual social media users or their content, or to obtain information on social media users or their content, in a manner that would require a subpoena, court order, or other valid legal process; (ii) tracking, alerting, or other monitoring of sensitive events (including but not limited to protests, rallies, or community organizing meetings); (iii) conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual on social media for any unlawful or discriminatory purpose or in a manner that would be inconsistent with the individual users' reasonable expectations of privacy; (iv) violating the Universal Declaration of Human Rights; or (v) targeting, segmenting, or profiling individuals based on sensitive personal information, including health, negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law.

By accessing or using the Services, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Services. Our Services are not intended to hold any Sensitive Information. You represent and warrant that you will not use our Services to transmit, upload, collect, manage, or otherwise process any Sensitive Information. WE WILL NOT BE LIABLE FOR ANY DAMAGES THAT MAY RESULT FROM YOUR USE OF OUR PRODUCTS IN TRANSMITTING, COLLECTING, MANAGING, OR PROCESSING ANY SENSITIVE INFORMATION. "Sensitive Information" means any passwords, credit card or debit card information, personal financial account information, personal health information, social security numbers, passport numbers, driver's license numbers, employment records, physical or mental health condition or information, any information that would classify as "Special Categories of Information" under EU data protection laws, or any other information that would be subject to Health Insurance Portability and Accountability Act (HIPAA), the Payment Card Industry Data Security Standards (PCI DSS), or other laws, regulations, or industry standards designed to protect similar information.

Although we do not monitor content published through our Services and are not responsible for any content published through our Services, we reserve the right to delete, edit, or move messages or materials that we deem necessary to be removed, including, but not limited to, public postings, advertisements, and messages.

9. CONFIDENTIAL INFORMATION

For the purpose of these Terms, “Confidential Information” means non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or to which the other party may have access, which (i) a reasonable person would consider confidential, or (ii) is marked “confidential” or “proprietary” or some similar designation by the disclosing party. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party other than as a result of a violation of these Terms by the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (iv) is obtained by the receiving party from a third party without a breach of the third party’s obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations under these Terms, and shall take actions reasonably necessary and appropriate to prevent the unauthorized disclosure of the Confidential Information, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees, advisors, agents and other representatives who require access in order to perform its obligations under these Terms.

10. DATA PRIVACY

We access your data to enable us to respond to your service requests and as necessary to provide you with the Application and Services. We share your data with third parties if required by law, permitted by you, or pursuant to our TLT Privacy Policy (“Privacy Policy”), which is available [here](#) and incorporated into these Terms. You agree to all actions that are taken with respect to your data that are consistent with our Privacy Policy.

11. INTELLECTUAL PROPERTY

Content Provided. Unless you have consented to our separate [Content Provider Agreement](#) or subject to any other separate agreement between you and TLT, in which case intellectual property rights of applicable to Content shall be subject to the terms and conditions of such agreement(s), you own all of the Content you provide to us. You grant us a nonexclusive, irrevocable, worldwide, perpetual, fully paid-up and royalty-free right to us to use, copy, prepare derivative works of, distribute, publish, remove, retain, add, process, or analyze the Content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorize and transfer to any other person the rights to do the same. You represent and warrant that you are entitled to and authorized to submit the Content and that such Content you submit is accurate and not in violation of any contractual restrictions or third party rights. You are not allowed to submit or post to any Application Content that (i) is defamatory, obscene, pornographic, an invasion of privacy, or that you intend to inflict emotional distress; (ii) advocates or facilitates a violation of any law, or that is itself illegal to communicate or transmit under any local, state, national, or international law; (iii) infringes any proprietary right of any person, such as copyright, trademark, trade name, patent right, or trade secret; (iv) violates an order of a court or governmental agency; (v) proposes or solicits any commercial transaction from any third party, or proposes or solicits any donation or payment of any funds for any purpose, or advertises or promotes any good or service for sale or lease; (vi) impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; (vii) is the private information of any third party, including addresses, phone numbers, email addresses, or Social Security numbers; (viii) transmits “spam” or “junk mail”; (ix)

violates a contract or a confidential relationship or relationship to which you owe a duty of loyalty; (x) or that TLT has determined in its sole discretion to remove from any of the Sites.

Services. We own and retain all rights, title, and interest in and to the Services along with all patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights (“Intellectual Property Rights”) related to the Services. Your use of the Services under these Terms does not give you additional rights in the Services or ownership of any Intellectual Property Rights associated with the Services. Subject to your compliance with and limitations set forth in these Terms and upon your subscription to the Services, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Services and Applications.

Feedback and Suggestions. Although you are not required to provide feedback or suggestions, you assign to us all of your worldwide right, title and interest in and to any and all feedback, suggestions, requests, recommendations, or other comments that you provide to us regarding our Services, including all Intellectual Property Rights therein. You shall, upon the request of TLT, its successors or assigns, execute any and all documents that may be deemed necessary to effectuate this assignment. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any feedback, suggestions, or other comments, even if it is altered or changed in a manner not agreeable to you. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this section. Our receipt of your feedback, suggestions, and other comments is not an admission of their novelty, priority, or originality, and it does not impair our right to any existing or future Intellectual Property Rights.

Statistical Data. You acknowledge and agree that we have a right to own and complete statistical analyses on your data and information resulting from your or your Users’ use of the Services (other than any personally identifiable data). We collect such data pursuant to TLT Privacy Policy for any lawful purpose and without a duty of accounting to you.

DMCA. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that content or material on the Services, the Applications or Site or any of its web properties hosted on the Site infringes a copyright owned by you, you (or your agent) may send TLT DMCA agent a notice requesting that the material be removed, or access to it blocked. This request should be sent to Thome Legacy Technologies, Inc., Attn: DMCA Registered Agent, 85 Swanson Road, Ste. 320C, Boxborough, MA 01719 USA. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the website should be sent to the address above.

12. WARRANTY

THE APPLICATIONS AND PRODUCTS ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES, GUARANTEES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND. TO THE

MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, DESIGN, TITLE, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE CANNOT AND DO NOT WARRANT THAT THE APPLICATIONS AND PRODUCTS WILL BE UNINTERRUPTED, AVAILABLE, ACCESSIBLE, SECURE, TIMELY, ACCURATE, COMPLETE, FREE FROM VIRUSES, OR ERROR-FREE. TLT DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, DATA NOT WITHIN TLT'S REASONABLE CONTROL.

TLT makes no representations or warranties in connection with the Services and Services satisfying any federal, state and/or local licensing board continuing education requirements or standards. It is your sole responsibility to review your respective licensing authority continuing education requirements to determine if our Services and Services will be acceptable.

13. INDEMNIFICATION

Your failure to comply with any of your obligations set forth in these Terms shall be considered a breach of these Terms. You agree to defend, indemnify, and hold harmless TLT and its officers, directors, employees, agents, successors, and assigns from any and all third party claims, losses, demands, liabilities, damages, settlements, expenses, and costs (including attorney's fees and costs), arising from, in connection with, or based on allegations of, your or your Users' breach of these Terms, use of Third-Party Services, or for any action arising from the Excluded Claims.

14. LIMITATION OF LIABILITY

All Services and Services offered by TLT are intended and to be used for educational purposes only. The clinical, educational, legal, social service or business consultative work performed by you or your organization is your sole responsibility. The courses offered are not to be considered clinical supervision and are not intended to supplant the required degrees and certificates required to legally practice in a given jurisdiction. It is the responsibility of the trainee to obtain supervision, both clinical and administrative, from appropriate professionals. TLT assumes no responsibility for the clinical, educational, legal, social service, business consulting, or any other professional work of those professionals who received educational training from its staff. All responsibilities and liabilities rest with the professionals providing those services. In no event shall TLT liability does not extend beyond subscription and/or membership fees paid by you. You hereby assume all risk of accidental personal injury, sickness, death, damage and expense as a result of participation in the Services.

NEITHER PARTY NOR ITS AFFILIATES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, BUSINESS, OR DATA; BUSINESS INTERRUPTION; OR LOSS OF GOODWILL OR REPUTATION, REGARDLESS OF WHETHER

THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR ANY LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF TLT AND OUR RESPECTIVE AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT PAID BY YOU TO TLT UNDER THE APPLICABLE PLAN DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT YOUR PAYMENT OBLIGATIONS HEREUNDER. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO YOU AND YOUR AFFILIATES.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY TLT TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

State Prohibition of Limitation of Liability and Disclaimer of Implied Warranties. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. IN THESE STATES, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

15. MISCELLANEOUS

Updates To Terms. We may revise and update these Terms from time to time, in our sole discretion. Any changes we make to these Terms are effective immediately when we post them. We will provide notice to the account owner designated on the account of any material changes. Continued use of our Services after we provide you notice of the updated Terms shall constitute acceptance of the updated Terms.

Export Compliance and Anti-Corruption. The Services may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list. You will not permit Users or any other third party to access or use the Services subject to a U.S. government embargo or in violation of any U.S. export law or regulation. You further represent that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value in connection with your purchase or use of our Services (excluding any reasonable gifts and entertainment provided in the ordinary course of business).

Assignability. Neither party may assign its right, duties, and obligations under these Terms without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that TLT may assign these Terms, and the licenses granted to TLT under these Terms, without your consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of TLT's obligations under these Terms.

Notices. Except as otherwise specified in these terms, any notices under these Terms must be sent to TLT by email to mpishi@thomelegacy.com, with a duplicate copy sent via registered mail (return receipt

requested) to: Thome Legacy Technologies, Inc., 85 Swanson Road, Ste. 320C, Boxborough, MA 01719 USA. Any notices under these Terms that are sent to you shall be sent via email to the named account owner of your TLT account. You are responsible for maintaining the accuracy of the email address and other contact information of your named account owner on the “Personal Settings” page within the Application.

Force Majeure. TLT will not be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, so long as it uses commercially reasonable efforts to avoid or remove the causes of non-performance.

Governing Law. These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the Commonwealth of Massachusetts, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

Venue. In circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules. Under such limited circumstances, each party hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts located in the Commonwealth of Massachusetts in connection with such an action.

Agreement to Arbitrate Disputes. You and TLT agree to resolve any claims relating to these Terms through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate TLT’s Intellectual Property Rights or Payment Terms. In all other cases, both parties hereby agree to submit to arbitration administered by JAMS under its Commercial Arbitration Rule with one (1) arbitrator. You agree that an arbitrator cannot award punitive damages to either party and to abide by and perform any award rendered by the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Waiver and Severability. The waiver by TLT of any term or condition set out in these Terms shall not be deemed a further or continuing waiver of any other provision of these Terms, and any failure of TLT to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, unenforceable, or illegal for any reason, such provision shall be limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement. Except for any separate Service Agreement, these Terms are the final and complete expression of the agreement between these parties regarding your use of the Services, Site and Application. These Terms supersede, and the terms of these Terms govern, all previous oral and written communications regarding these matters, all of which are merged into these Terms.

Independent Contractor. Nothing herein contained shall be so construed as to constitute the parties as principal and agent, employer and employee, partners or joint venturers, nor shall any similar relationship be deemed to exist between the parties. Neither party shall have any power to obligate or bind the other party, except as specifically provided herein.

Survival. Section 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16 will survive any termination of these Terms.