

## **TERMS OF USE**

Your access of KnowMe, LLC's ("KnowMe") platform, which shall include KnowMe's website (including the functionality of the website and services offered or provided through the website), and any current and future online, digital and mobile platform, applications, social media platforms, pages and networks owned or licensed by KnowMe, including, but not limited to, the Updox, LLC ("Updox") and Otava, LLC ("Otava") platforms (collectively, the "Platform"), shall be subject to the terms and conditions set forth herein ("Terms of Use").

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION RELATING TO YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

THESE TERMS OF USE CONTAIN IMPORTANT INFORMATION FOR PARENTS AND/OR GUARDIANS USING, ACCESSING, VISITING OR REGISTERING TO USE THE PLATFORM FOR OR ON BEHALF OF A MINOR CHILD. PLEASE SEE SECTION 4 FOR MORE INFORMATION AND FOR A LINK TO ACCESS KNOWME'S PARENTAL/GUARDIAN CONSENT FORM.

### **1. Use of the Platform**

These Terms of Use govern your use of the Platform. By using, accessing, visiting, and/or registering to use the Platform and Content (as defined below), and/or purchasing any products and/or services from KnowMe, you accept and agree to these Terms of Use and agree to be legally bound by them and all applicable laws, rules, and regulations associated with your access or use of the Platform. If you do not agree to the Terms of Use, you should not access or use the Platform. You are authorized to access and use the Platform, solely for personal, non-commercial use provided that you are least 18 years of age.

These Terms of Use apply to all photographs, pictures, images, likeness, videos, audio, video, music, artwork, design, plans, graphics, text, copy, articles, comments, messages, scripts, drawings, illustrations, information, graphics, statistics, analysis, hyperlinks, software, materials, ideas, testimonials, endorsements, suggestions, concepts, methods, systems, techniques, trademarks, service marks, trade names, logos, software and any technology and all other data, content, materials and information available on the Platform or through the Platform, whether posted, uploaded, transmitted, sent, submitted, contributed or otherwise made available by KnowMe, its advertisers, contributors, partners, authors, or by you or other users of the Platform or third parties ("Content").

In order to access certain features of the Platform, you may be required to register. If you supply a telephone number in connection with use of the Platform, you consent to receive calls or texts at that number, whether manually or automatically dialed, from KnowMe and/or from participating Platform vendors. If you supply an email address in connection with the use of the Platform, you consent to receive electronic communication from KnowMe, participating vendors or other third-party vendors. You are responsible for maintaining the confidentiality of passwords and accounts and are fully responsible for all activities that occur under such password or account. You agree to immediately notify KnowMe in writing of any unauthorized use of the

password or account or any other breach of security. You must log out from the account at the end of each session.

The Platform is for the exclusive use of KnowMe customers and is intended to provide products, services, information, content, and data for educational and informational purposes only. KnowMe makes no representation that any or all of the materials, Content, products or services on the Platform are appropriate or available for sale or use by its customers in any or all locations.

The Content provided on the Platform is provided by KnowMe as a convenience to you. The Content contained on this Platform does not obligate KnowMe to provide any specific material, product or service. KnowMe will use reasonable efforts to include accurate and up-to-date information. However, due to the nature of the Internet, KnowMe does not warrant and cannot guarantee the accuracy, completeness or authenticity of the Content contained on this Platform, or its suitability for any purpose.

This Platform could include technical inaccuracies or typographical errors. KnowMe will from time to time revise the information, products and services described on this Platform, and reserve the right to make such changes without notice.

## **2. Personal Medical Information Disclaimer**

KnowMe uses the Updox<sup>®</sup> and Otava platforms as part of its Platform to aggregate and store certain content and information relating to your medical history and other personal health information that is provided by you on the Platform (“Personal Medical Information”). You acknowledge and agree that the Personal Medical Information that you provide to KnowMe may, in certain circumstances, be uploaded by KnowMe to the Platform and that it is your sole responsibility to verify the accuracy and completeness of the Personal Medical Information uploaded to the Platform. KnowMe also allows you to communicate electronically with third-parties on the Platform, including, but not limited to, healthcare providers, medical professionals, health plan providers, health insurance carriers, and/or emergency first responders (collectively, “Medical Personnel”), regarding your Personal Medical Information. The interactive tools provided through the Platform are intended to help you collect and share your Personal Medical Information to the extent determined by you in your sole discretion. The content and information provided by you to KnowMe, including Personal Medical Information, is provided at your own risk.

The Platform does not, and is not intended to, provide any legal, financial, accounting, tax, insurance, medical or other professional or expert advice, including, but not limited to, diagnostic, treatment, prescription, or other medical advice, and shall not be relied upon as such by you. Your sharing of Personal Medical Information on the Platform shall not create a physician-patient relationship between you and KnowMe. The Platform should not be used or relied upon by you as a substitute for your own independent research or consultation with your healthcare provider or other medical professional. If you have any concerns relating to your health, please contact your healthcare provider or other licensed healthcare provider immediately. **In the case of a health emergency, do not contact KnowMe or use the KnowMe Platform, call 9-1-1 or your healthcare provider directly.**

You acknowledge that during your use of the Platform: (i) KnowMe makes no representation or warranty regarding the privacy or security of any electronic communications on the Platform, including any communications containing your Personal Medical Information; (ii) your use of the Platform to communicate electronically with Medical Personnel is solely at your own risk; (iii) it is your sole responsibility to monitor any such electronic communications on the Platform and to take actions, as appropriate, and in a timely manner; and (iv) you are solely responsible for providing complete and accurate Personal Medical Information and verifying the completeness and accuracy of the Personal Medical Information provided to Medical Personnel and specifically acknowledge that Medical Personnel may provide incomplete or inaccurate advice to you on or through the Platform that could result in serious harm to you in the event you provide incomplete or inaccurate Personal Medical Information through the Platform. You agree that in such event, KnowMe shall have no liability to you for any damages that you may suffer as a result of providing incomplete or inaccurate Personal Medical Information, KnowMe uploading your Personal Medical Information, and/or you failing to timely verify the completeness and accuracy of such Personal Medical Information that is provided on or through the Platform.

You agree that use of the Platform is exclusive to you and it is a material violation of these Terms of Use for you to communicate, disclose, transmit, publicize or otherwise provide personal information, including Personal Medical Information, about any third-party on the Platform, whether or not such personal information, including Personal Medical Information, is publicly available.

### **3. Other Personally Identifiable Information**

In addition to the Personal Medical Information that you provide on or through the Platform, KnowMe may also collect other information that may, directly or indirectly, identify you through particular reference to a unique identifier, including a name, identification number, location data, online identifier, or to one or more factors that are specific to your physical, physiological, genetic, mental, economic, cultural, or social identity (collectively, “Personal Information”). Personal Information that KnowMe may collect during your use of the Platform includes your name, email address, mailing address, phone number, computer and server IP addresses, browser versions, pages most visited, duration and time of visit, and geographic area. KnowMe may also collect and store messages and other communications sent and/or received by you on or through the Platform, including, communications sent by or to KnowMe and/or Medical Personnel. KnowMe may also collect your personal financial information, including your credit card or debit card information. If you permit the Platform to access location services on your mobile device, KnowMe may also collect the precise location of your device when the Platform is running in the background or foreground.

Personal Information will be collected and used by KnowMe to help us improve the content and functionality of the Platform, to better tailor the Platform to your needs, and to provide resources that may be relevant to you during your use of the Platform. KnowMe may also use your Personal Information to customize the Platform to provide a better user experience and to enhance or maintain Platform security. KnowMe may also disclose your Personal Information to certain third-party vendors, including payment processors, banks, and website support service providers, for the purposes of processing your payments to KnowMe. Personal Information may also be disclosed to third-parties in order to evaluate a possible business transaction such as a

merger or sale of the company, provided however, that the recipient of Personal Information will be required to maintain such Personal Information in confidence.

You acknowledge that your mobile device and/or web browser stores and uses “cookies” which may contain Personal Information or Personal Medical Information. KnowMe may use cookies, web beacons, and log file information to: (1) store information so that you will not have to re-enter it during your visit or the next time you visit the Platform; (2) provide custom, personalized content and information; and (3) monitor aggregate metrics such as total number of visitors and pages viewed. If such information is shared, it will only be shared in the aggregate and will not contain Personal Information or Personal Medical Information. You can voluntarily opt-out of cookie collection by KnowMe by altering the settings on your web browser or mobile device.

KnowMe collects and stores the Personal Information and Personal Medical Information that you provide through the Platform on its data-hosting platform and the data-hosting platforms of its vendors, , and retains such Personal Information and Personal Medical Information for an indefinite period of time. KnowMe does not knowingly collect Personal Information or Personal Medical Information from children under the age of 13 and the Platform is only available to users who are at least 18 years of age.

By using the Platform, you hereby agree to release and hold harmless KnowMe and its members, managers, agents, contractors, representatives, employees, successors and assigns from any and all claims, compensation, loss, damage, expense or cost (including attorneys' fees and disbursements attendant thereto) arising out of or in any way connected with KnowMe's: (i) collection, use, processing, maintenance, storage, retention, sharing, disposal or disclosure of your Personal Information and/or Personal Medical Information, including due to the act, omission, breach, negligence, willful misconduct, or other failure by any third-party engaged by KnowMe; and (ii) mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance including any claims you might have under laws protecting intellectual property and personal privacy.

#### **4. Parent or Guardian Use of Platform On Behalf of Minor Child**

Subject to these Terms of Use, KnowMe authorizes parents and/or guardians of a Minor Child to use, access, visit, and/or register to use the Platform for or on behalf of their Minor Child. For purposes of these Terms of Use, a “Minor Child” means any person who is under the age of eighteen.

You acknowledge and agree that prior to using, accessing, visiting, and/or registering to use the Platform for or on behalf of your Minor Child, you must complete and submit to KnowMe the Consent Form located at [[getknowme.com/consent](https://www.getknowme.com/consent)]. You acknowledge that in the event you do not timely complete this Consent Form, KnowMe reserves the right to immediately terminate your access to and use of the Platform and may prohibit you from using, accessing, visiting, or registering to use the Platform until the Consent Form is completed and submitted to KnowMe. By completing the Consent Form and using, accessing, visiting, registering to use, and/or uploading or otherwise inputting information to the Platform for or on behalf of your Minor Child, you acknowledge and agree that KnowMe may use, collect, and/or disclose such Minor

Child's information, including Personal Information and Personal Medical Information, in accordance with these Terms of Use.

You further acknowledge that the Platform is not intended to be used, accessed, or visited by a Minor Child and Minor Children are strictly prohibited from using, accessing, visiting, registering to use, and/or uploading or otherwise inputting information into the Platform. Any information relating to a Minor Child, including Personal Information and Personal Medical Information, must be provided on or through the Platform by a parent, guardian, or other authorized person over the age of eighteen. You acknowledge that KnowMe does not accept Minor Child information, including Personal Information and/or Personal Medical Information, for upload onto the Platform and any information relating to a Minor Child must be uploaded by the parent or guardian directly. In the event that KnowMe discovers that a Minor Child is using, accessing, visiting, or has registered to use, or has either uploaded or input information into the Platform, KnowME reserves the right to immediately terminate the Minor Child's access to and use of the Platform, which may include the termination of any applicable Platform registration.

## **5. User Content**

This Platform contains forums, comments sections, message boards, discussion forums, blogs, and other interactive areas or features where you and any other user can post Content that is publicly available to other users ("Common Spaces"). Any Content that you or any user submits, provides, contributes, posts, uploads, or sends on or through the Common Spaces of the Platform ("User Content") shall be deemed not to be confidential and may be used by KnowMe in any manner consistent with the Terms of Use. However, KnowMe reserves the right to use any User Content as it deems appropriate including, without limitation, by changing, modifying, editing, rejecting, or refusing to use, upload, publish or post it. Additionally, KnowMe has no obligation to attribute any authorship in the User Content to you.

You acknowledge and agree that you are solely responsible for all User Content you make available through the Platform. By submitting, providing, contributing, posting, uploading, or sending User Content on or through the Platform, you represent and warrant that: (i) the User Content is original to you; (ii) no other party has any rights thereto; (iii) you either own the User Content or have the rights necessary to grant KnowMe rights in the User Content, as provided for below; (iv) the submitting, contributing, providing, posting, uploading, or sending of the User Content through the Platform, or KnowMe's exercise of the rights granted to it in the User Content, will not violate the rights of any third parties (for example, patents, copyrights, trademarks, trade secrets, or other intellectual property rights, or rights of publicity or privacy) or any applicable statutes, laws, rules, regulations, guidelines, or ordinances; and (v) no payments of any kind shall be due to any third party. KnowMe is not responsible for maintaining any User Content that you provide on the Platform, and KnowMe may delete or destroy any such User Content at any time and for any reason and without notice to you.

## **6. Rights in User Content**

By submitting, providing, contributing, posting, uploading, or sending User Content on or through the Platform, you hereby grant KnowMe and its successors and assigns a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive, and fully transferable, assignable, and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate,

create derivative works from, distribute, perform, display, transmit, stream, broadcast, and incorporate in other works any User Content (in whole or part) in any form, media, or technology now known or later developed, including for promotional and/or commercial purposes. You agree that KnowMe may use, or permit others to use, without charge, your name, biography, picture, and likeness with the User Content you submit and otherwise in materials promoting, marketing, or advertising the Platform, KnowMe products or services, in any media, without any compensation or notice to you or approval by you.

## **7. Linked Platforms**

Links to other websites and/or platforms from this Platform are included as a convenience for KnowMe users and in no way are meant to imply that KnowMe endorses, sponsors, promotes, recommends, or is affiliated with the owners, authors, creators, or sponsors of or participants in those sites, or endorses any information contained on those sites, unless expressly stated.

KnowMe neither controls nor guarantees the accuracy, relevance, timeliness or completeness of any information on these other platforms, including any third party platform, nor does it assume any liability for the content or presentation of linked sites. KnowMe is not responsible for transmissions users receive from linked Platforms.

## **8. Third-Party Materials**

Through the Platform you may access, review, display, or use third-party services, resources, Content, software, technology, materials, or information (“Third-Party Materials”), including, but not limited to, from other users. You acknowledge and agree that you are solely responsible for and assume all risks arising from your access to, use of, or reliance on any Third-Party Materials, and KnowMe disclaims any liability that you may incur arising from your access to, use of, or reliance on Third-Party Materials or User Content. You also acknowledge and agree that KnowMe: (i) has no responsibility for the availability or accuracy of Third-Party Materials, including third-party products or services; (ii) has no liability to you or any third party for any harm, injuries, or losses suffered as a result of your access to, use of, or reliance on such Third-Party Materials; and (iii) does not make any promises to remove Third-Party Materials from the Platform or from being accessed through the Platform. Nothing in these Terms of Use authorize you to, and you may not, reproduce, transmit, distribute, publicly display, publicly perform, communicate to the public, make available, create derivative works of, or otherwise use or exploit any Third-Party Materials except as expressly permitted by the Platform.

KnowMe neither endorses nor guarantees in any way the organizations, sponsors, authors, advertisers, partners, owners, vendors, health care providers, medical personnel, services, advice, views, recommendations, plans, or products or services offered, expressed, and/or promoted on the Platform. KnowMe does not guarantee any specific result nor does it endorse or recommend any recommended treatment plan. KnowMe reserves the right, in its sole discretion, to deny or remove any link that contains misleading information or unsubstantiated claims or is determined to be in conflict with KnowMe’s mission or policies.

The information posted on the Platform may include hypertext links, or links to information and/or articles created and maintained by other organizations. These links are provided solely for KnowMe users’ information and convenience. When users select a link to an external platform,

they are leaving the KnowMe Platform and are subject to the privacy and security policies of the owners/sponsors of the external link.

KnowMe reserves the right to reject, in its sole discretion, advertising copy and materials, including, but not limited to, articles and hypertext links. Acceptance of any advertisement, article, sponsorship or linked Platform does not indicate an endorsement by KnowMe of the products or services promoted, the company, or the claims made.

## **9. Disclaimer of Warranties**

THE PLATFORM IS PROVIDED “AS IS” “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME, UNINTERRUPTED ACCESS, AND ANY WARRANTIES CONCERNING THE AVAILABILITY, CONNECTIVITY, DISPLAYABILITY, ACCURACY, PRECISION, CORRECTNESS, THOROUGHNESS, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION. FURTHER, KNOWME DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM, INCLUDING PERSONAL INFORMATION, PERSONAL MEDICAL INFORMATION, THE CONTENT AND USER CONTENT WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR-FREE, OR THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS IN THE PLATFORM WILL BE CORRECTED. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KNOWME OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY. KNOWME ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR EQUIPMENT ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE PLATFORM OR ANY CONTENT OR YOUR DOWNLOADING OF ANY CONTENT, INCLUDING CONTENT OR USER CONTENT, MATERIALS, ARTICLES, DATA, TEXT, IMAGES, VIDEO CONTENT, OR AUDIO CONTENT FROM THEM. IF YOU ARE DISSATISFIED WITH THE PLATFORM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE.

YOU ACKNOWLEDGE THAT AS PART OF THE SERVICES PROVIDED BY KNOWME, YOUR PERSONAL INFORMATION, INCLUDING PERSONAL MEDICAL INFORMATION, OR YOUR MINOR CHILD’S PERSONAL INFORMATION, INCLUDING PERSONAL MEDICAL INFORMATION, MAY BE UPLOADED AND/OR INTEGRATED WITH THIRD-PARTY PLATFORMS, AND THAT KNOWME MAKES NO WARRANTY OF ANY KIND REGARDING SUCH THIRD-PARTY PLATFORMS. KNOWME EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE THIRD-PARTY PLATFORMS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES REGARDING QUIET ENJOYMENT, QUALITY OF INFORMATION, SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AVAILABILITY AND PERFORMANCE. KNOWME DOES NOT WARRANT THAT THE THIRD-PARTY PLATFORMS REFERENCED IN THIS AGREEMENT WILL MEET YOUR REQUIREMENTS OR THAT

THE USE OF THE THIRD-PARTY PLATFORMS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. KNOWME ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, SECURITY, PRIVACY, OR INTEGRITY OF ANY THIRD-PARTY PLATFORMS.

#### **10. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL KNOWME, AND/OR ITS MEMBERS, MANAGERS, AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES BE LIABLE TO YOU OR YOUR MINOR CHILD OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES OF ANY KIND CAUSED TO ANY PERSON OR ENTITY ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE THE PLATFORM, CONTENT OR USER CONTENT, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF DATA, LOSS OF PROGRAMS, OR LOSS OF PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR BASED UPON ANY THEORY OF LIABILITY. IN NO EVENT SHALL KNOWME BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT, INCLUDING USER CONTENT, POSTED, CONTRIBUTED, TRANSMITTED, EXCHANGED, OR RECEIVED BY OR ON BEHALF OF ANY USER, MINOR CHILD, OR OTHER PERSON ON OR THROUGH THE PLATFORM. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY HEREIN, KNOWME'S LIABILITY TO YOU OR YOUR MINOR CHILD FOR ANY CAUSE WHATSOEVER, WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, RELATED TO YOUR USE OF THE PLATFORM AND YOUR DISCLOSURE OF YOUR OR YOUR MINOR CHILD'S PERSONAL MEDICAL INFORMATION ON OR THROUGH THE PLATFORM, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO KNOWME OR TEN DOLLARS (\$10.00). KNOWME WILL NOT BE RESPONSIBLE FOR ANY DETRIMENTAL RELIANCE THAT YOU OR YOUR MINOR CHILD MAY PLACE UPON THE PLATFORM OR ITS CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

#### **11. Indemnification**

You agree to defend, indemnify, and hold harmless KnowMe and its members, managers, employees, agents, contractors, representatives, insurers, successors and assigns, from any and all claims, losses, compensation, actions, demands, judgements, costs, liabilities or expenses (including, but not limited to attorney's fees) relating to or arising from your use of the Platform, your disclosure of any Personal Medical Information, Personal Information, Content, and/or User Content, including Personal Medical Information, Personal Information, Content and/or User Content relating to a Minor Child; access of third-party materials and third-party sites; any breach of the Terms of Use; any allegation that any Content, User Content, Personal Medical Information, or other documents, materials, or information that you submit to the Platform about you or your Minor Child or that you transmit to KnowMe, which is subsequently uploaded by KnowMe, are inaccurate, infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; your activities on this Platform; and/or any third-party claims.

## **12. Ownership of Content and User Content**

As between KnowMe and you, KnowMe owns all right, title, and interest in and to the Platform, including all of the Content and User Content submitted, contributed, authored, transmitted, posted to or sent to KnowMe, and all code, data, and materials, articles, blogs, postings, and information KnowMe makes available on or through the Platform, including, but not limited to, any copyrights, trademarks and service marks, trade names, trade dress, patents, designs, trade secrets, know-how, database rights, and other intellectual property and proprietary rights therein. Your use of the Platform does not grant to you any ownership or rights to or in any of the Content, User Content, code, data, or other materials.

## **13. Intellectual Property**

Unless otherwise indicated, all trademarks, service marks, trade names, text, layouts, graphic images, Content and User Content and logos contained on this Platform are proprietary to KnowMe. You shall not reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of the Platform. Other parties' trademarks, service marks, and logos that may be referred to herein are the property of their respective owners and used with permission. If you believe any trademarks, service marks, or logos used on this site to be the property of someone else, please notify us in writing.

## **14. Termination**

KnowMe may terminate, change, suspend, or discontinue any aspect of the Platform at any time. KnowMe may restrict, suspend, or terminate your use of and access to the Platform if KnowMe believes you or a Minor Child are in breach of these Terms of Use or applicable statutes, laws, rules, regulations, guidelines, or ordinances, or for any other reason without advance notice or liability.

## **15. Changes to Terms of Use**

KnowMe reserves the right, in its sole and absolute discretion, to change, modify, add, or remove any portion of the Terms of Use, in whole or in part, at any time without notice. Changes in the Terms of Use will be effective when posted. Your continued use of the Platform after any such postings shall constitute your acceptance of any changes, additions, or deletions to the Terms of Use.

## **16. Governing Law; Jurisdiction; Severability**

The applicable laws of the State of Maryland shall govern as to the interpretation, validity and effect of these Terms of Use and any use of the Platform, without giving effect to any principles of conflicts of law. You hereby consent and submit to the exclusive jurisdiction of the Circuit Court in Montgomery County, Maryland, USA in any action or proceeding instituted under or related to the Terms of Use, or your use of the Platform. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed

severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

**17. Cost of Enforcement**

Except as otherwise set forth in these Terms of Use, in the event of a dispute arising out of or otherwise related to these Terms of Use, including any breach thereof, or your use of the Platform, KnowMe, if the substantially prevailing party, shall be entitled to recover from you all costs and expenses, including reasonable attorneys' fees, incurred in enforcing or attempting to enforce these Terms of Use, and any breach thereof, and/or dispute arising out of or related to your use of the Platform, including any costs incurred prior to the commencement of legal action and any costs of appeal.

**18. Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS**

All claims, causes of action, controversies, or disputes in any forum shall be conducted on an individual basis and not part of any class. You agree to resolve any claims, causes of action, controversies, or disputes on an individual basis only, and not as part of any class. You agree that you will not participate in any class brought by any third-party arising under the terms and/or in connection with the Platform.

**19. Waiver of Jury Trial.**

YOU HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY FOR ANY DISPUTES ARISING OUT OF OR OTHERWISE RELATED TO THESE TERMS OF USE, YOUR USE OF THE PLATFORM, AND/OR DISCLOSURE OF PERSONAL INFORMATION, PERSONAL MEDICAL INFORMATION, CONTENT, AND/OR USER CONTENT.

**20. Questions**

If you have any questions pertaining to these Terms of Use, please contact KnowMe at the following address:

**KnowMe, LLC**  
**% Stanley Musial**  
9 Westminster Shopping Center  
#331  
Westminster, Maryland 21157  
Email: [hello@getknowme.com](mailto:hello@getknowme.com)