

TERMS OF USE

Please read these Terms of Use (the “Agreement”) carefully. By clicking “I agree”(or a similar checkbox or button), accessing or using the Services, you agree to be bound by the terms and conditions of this Agreement. If you do not agree with any of these terms, do not so click, access or use the Services.

This Agreement is between you (including either an End User or a Verifier, each as defined below) and Transcript Solutions, Inc. (“Transcripts” or “we” or “us”) concerning your use of the Services. The “Services” means Transcripts’s platform and services (including the features, functionalities, interfaces, software, tools, and other materials contained therein, collectively, the “Transcripts Tech”) that (i) allows an individual (a) who is an employee of a legal entity that has a valid right to entitle such employee to access and use the Transcripts Tech (pursuant to a separate customer agreement between such legal entity and Transcripts), (b) who wishes to make available that employee’s verified employment or income records issued by their employer to third parties chosen by that employee (such records, “End User Records”, and clause (a) and (b) collectively, an “End User”), to share with or allow third parties chosen by that End User such as financial institutions, landlords, background check companies or other third parties (any such End User-chosen third party, a “Verifier”) to access and verify End User Records and (ii) allows Verifiers to access and verify End User Records in the form and manner as designated by the End User.

This Agreement hereby incorporates by this reference any additional terms and conditions posted by Transcripts through the Services, or otherwise made available to you by Transcripts.

BY USING THE SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT OR, IF YOU ARE NOT, THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THIS AGREEMENT. THE SERVICES ARE NOT INTENDED TO BE USED, AND MUST NOT BE USED, BY CHILDREN WITHOUT INVOLVEMENT AND APPROVAL OF A PARENT OR GUARDIAN, AND FURTHER, IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR TERRITORY, IN NO CASE ARE YOU PERMITTED TO REGISTER WITH TRANSCRIPTS OR PROVIDE YOUR PERSONAL INFORMATION TO TRANSCRIPTS. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF THE COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (FOR EXAMPLE, AS AN EMPLOYEE OR CONTRACTOR), YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ACT ON BEHALF OF AND BIND SUCH ENTITY.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. Changes. We may change this Agreement from time to time by notifying you of the changes by any reasonable means, including by posting a revised Agreement through the Services. No such change will apply to any dispute between you and us arising before we notified you of the change.

Your use of the Services after any changes to this Agreement will constitute your acceptance of the changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. The Services may evolve and change over time. We may, at any time and without liability, modify or discontinue all or part of the Services, charge, modify or waive any fees required to use the Services, or offer opportunities to some or all users. We also reserve the right to update, develop, remove or modify elements of the Services, including features, user interfaces and functionalities, for any purpose (including on an experimental basis for some or all users). Transcripts will not be liable to you for any modification, suspension, or discontinuance of the Services.

2. Information Submitted Through the Services. Your use of the Services is governed by Transcripts’s Privacy Policy, located at [-] (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Services is and will remain accurate and complete, and that you will maintain and update such information as needed.

3. Jurisdictional Issues. The Services are controlled or operated (or both) from the United States, and are not intended to subject Transcrypts to any non-U.S. jurisdiction or law. The Services may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Services is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Services' availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

4. Registration and Accounts. Access to and use of the Services by End Users will require an individual account. The Services, and your account and any user names or passwords you use to access the Services ("Account Details"), are for your personal, non-commercial use only. You may not transfer your account to any other party, or enable any other party to access or use your account, including by sharing your Account Details. You are responsible for all use of your account and Account Details. You are solely responsible for maintaining the security and confidentiality of your Account Details, and you agree to immediately notify us of any unauthorized use of your Account Details or other security breaches. For clarity, Transcrypts may, but is under no obligation to, confirm the actual identity or authority of any End User. Transcrypts will have the right (but not the obligation) to suspend or terminate any individual account for an End User if Transcrypts knows or has reason to suspect any unauthorized use of any portion of the Services or any loss or theft of any username or password, or the End User is in breach of this Agreement or any applicable law or regulation.

5. Third Party Services. The Services may include (i) functionality to allow you to connect your account to or access third-party services or products (including sharing your End User Records with Verifiers), or allow third party services (including Verifiers) to access your account or your End User Records or (ii) information about or offers for third-party services or products, (all of the foregoing, "Third Party Services"). By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Services. When you follow a link to any Third Party Services, we have no obligation to warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. This Agreement does not govern your use of another website or destination. We neither control nor endorse, nor are we responsible for, any Third Party Services, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Services, any intellectual property rights therein, or any products or services in connection therewith. Certain Third Party Services may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Transcrypts with respect to any Third Party Services or claims made about them, or the actions or inactions of any third party. We have no obligation to monitor Third Party Services, and we may block or disable access to any Third Party Services (in whole or part) through the Services at any time. In addition, the availability of any Third Party Services through the Services does not imply our endorsement of, or our affiliation with, any provider of such Third Party Services, nor does such availability create any legal relationship between you and any such provider. Any dealings you have with third parties while using the Services are between you and the third party, and Transcrypts is not liable for any loss or claim that you may have against any third party. If you provide any confidential or personal information or engage in any transaction in connection with a Third Party Service, Transcrypts is not responsible for such information or transaction, and we encourage you to read the terms of use and privacy policy of the provider or other parties collecting such information or engaging in such transaction. [Transcrypts may be compensated by those third parties, which could impact whether, how and where the Third Party Services can be accessed or interacted with in connection with the Services.]

YOUR ACCESS TO, USE OF OR INTERACTION WITH THIRD PARTY SERVICES IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY SERVICES (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY SERVICES). ANY CLAIM OR DISPUTE ARISING FROM YOUR ACCESS TO, USE OF OR INTERACTION WITH ANY THIRD PARTY SERVICES WILL BE SOLELY BETWEEN YOU AND THE APPLICABLE THIRD-PARTY PROVIDER. UNDER NO CIRCUMSTANCES WILL TRANSCRYPTS BE LIABLE IN ANY WAY FOR ANY ACT OR OMISSION OF ANY THIRD-PARTY PROVIDER, OR FOR ANY INJURY, LOSS OR DAMAGE THAT YOU MAY INCUR AS A RESULT OF YOUR ACCESS TO, USE OF OR INTERACTION WITH THIRD PARTY SERVICES.

6. Access to the Services. Subject to your compliance with the terms and conditions of this Agreement:

- If you are an End User: we grant you a revocable, non-exclusive, non-transferable, royalty free, limited right to access and use the Services solely for your own lawful, personal, non-commercial purposes, including sharing your End User Records with Verifiers.
- If you are a Verifier: we grant you a revocable, non-exclusive, non-transferable, royalty free, limited right to access and use the Services solely to access and verify End User Records in solely to the extent and in the manner and form as designated by an End User, and solely for your lawful, internal purposes.

7. Transcripts's Proprietary Rights. We and our suppliers own the Services (excluding End User Records), which are protected by proprietary rights and laws. Any Transcripts trade names, trademarks, service marks, graphics, logos, scripts, and sounds are the intellectual property of Transcripts. All trade names, trademarks, service marks and logos on the Services not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner. For clarity, End Users own their End User Records.

8. Use Restrictions; Rules of Conduct. You may not use the Services in violation of any applicable laws or regulations. Without limiting the generality of the foregoing, in connection with your use of the Services, you must not, either directly or indirectly (e.g., through the use of any device, software, Internet site, web-based or app-based service or other means):

- remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices included with the Services, or any digital rights management mechanism, device, or other content protection or access control measure associated with the Services.
- except as expressly authorized under this Agreement and permitted by the functionality of the Services as made available to you, copy, record, download, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, or exhibit, transmit or retransmit any portion of the Services (including any End User Records).
- post, transmit or otherwise make available through or in connection with the Services any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or that otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- post, transmit or otherwise make available through or in connection with the Services any virus, worm, trojan horse, easter egg, time bomb, spyware or other computer code, file or program that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Use the Services for any commercial purpose, including any use of the Services to advertise or promote any product or service.

- Use the Services for any purpose that is fraudulent or otherwise tortious or unlawful, or that would further any fraudulent activity, including identity theft, or encourage conduct that would constitute a criminal offense or give rise to civil liability.
- Harvest or collect information in violation of this Agreement or Transcrypts's Privacy Policy or otherwise harvest or collect information about users of the Services.
- Interfere with or disrupt the operation of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Services, or otherwise interfere with any other person's use and enjoyment of the Services.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services, except as expressly authorized herein, without Transcrypts's express prior written consent.
- Reverse engineer, disassemble, decompile, decode, modify, adapt, or otherwise attempt to derive, discover, learn or study the structure or organization, underlying algorithms or other internals, protocols, data structures or other externals, or the source code of, or gain access to or create any derivatives of, any component of any portion of the Services, or to acquire any technical specifications or gain any competitive advantage.
- Use technology or other means to access, index, frame or link to any portion of the Services, including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of the Services, or otherwise incorporate any portion of the Services into any product or service, without Transcrypts's express prior written consent.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather or access the Services, or reproduce or circumvent the navigational structure or presentation of the Services, without Transcrypts's express prior written consent.
- Use any portion of the Services in connection with any machine learning or artificial intelligence technologies.
- engage in any other conduct in connection with the Services that may harm or otherwise expose Transcrypts or any third party to liability.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Services.

9. End User Records. When you upload or provide your End User Records to Transcrypts, you represent that such End User Records are your End User Records and not that of a third party. You also represent that any End User Records you make available or upload to us is accurate and has not been altered in any way. You acknowledge and agree that you, the End User and not Transcrypts, is in sole control of, and is solely responsible and liable for, all decisions related to the provision of End User Records to Verifiers.

10. Feedback. Transcripts may use any comments, information, ideas, concepts, reviews, or techniques or any other material you may send to us or make available in connection with the Services (excluding End User Records) ("Feedback") worldwide and in perpetuity, without further compensation or acknowledgement, for any purpose whatsoever, including developing aggregate ratings, personalizing interfaces and views, and developing, improving, marketing and making available the Services and other products and services. You agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

11. Analytics Data. Transcripts may monitor use of the Services and will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including information and data derived therefrom), but excluding End User Records ("Analytics Data"), and Transcripts will be free (during and after the term) to use, disclose, and otherwise exploit the Analytics Data so long as any disclosure does not directly or indirectly identify End User or Verifier.

12. DISCLAIMERS. While we try to maintain the timeliness, integrity and security of the Services, we do not guarantee that the Services are or will remain updated, complete, correct or secure, or that access to the Services will be uninterrupted. The Services may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Services.

The Services are for general informational purposes only, and are not intended to advise, instruct or make recommendations with respect to any particular subject, matter, material, problem, situation or individual. Please note that no portion of the Services should be relied upon for advice, in whole or in part. Transcripts is a technology service provider, and is not in the business of providing legal, financial, accounting, tax, health care, insurance, real estate or other professional service or advice, and you should consult with professionals for advice prior to making important decisions in these areas. Transcripts is not a Consumer Reporting Agency, and Transcripts does not produce consumer reports, as those terms are defined by the Fair Credit Reporting Act. Transcripts acts solely as a pass-through or conduit for the information, which cannot be used in consumer reports.

The Services may operate on, and in relation to, certain supported blockchains. Transcripts does not have any ability or obligation to prevent or mitigate attacks or resolve any other issues that might arise with any blockchain. Any such attacks or delays on any such blockchain might materially impact you and Transcripts shall bear no responsibility for any losses that result from such issues. You are aware of and accept the risk of operational challenges. Transcripts may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to the Services. You understand that the Services may experience operational issues that lead to delays. You agree to accept the risk of any issues resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. You agree not to hold Transcripts accountable for any related losses.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SERVICES AND ANY THIRD PARTY SERVICES ARE MADE AVAILABLE TO YOU ON AN "As Is," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) TRANSCRIPTS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND ANY THIRD PARTY SERVICES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH TRANSCRIPTS AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

13. Compliance. You will comply with all federal, state, local and international laws, statutes, and regulations, and all applicable orders, judgments, decisions, rules, policies, opinions, attorney general opinions, or guidelines passed or issued by any regulatory authority or any competent court, in each case related to your access and use of the Services.

14. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) TRANSCRIPTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF FEEDBACK (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY FEEDBACK), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, TRANSCRIPTS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR ANY THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) TRANSCRIPTS WILL NOT BE SUBJECT TO ANY INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING THE AVAILABILITY OF, OR ANY PERSON'S ABILITY TO ACCESS, ANY PORTION OF THE SERVICES, AND YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES YOU INCUR IN CONNECTION WITH THE SERVICES OR ANY ACT OR OMISSION BY TRANSCRIPTS OR ANY OF THE AFFILIATED ENTITIES ARE NOT IRREPARABLE, AND ARE INSUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF; (D) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR ANY THIRD PARTY MATERIALS IS TO STOP USING THE SERVICES; AND (E) THE MAXIMUM AGGREGATE LIABILITY OF TRANSCRIPTS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO TRANSCRIPTS IN THE PREVIOUS SIX (6) MONTHS SOLELY FOR THE RIGHT TO USE THE SERVICES AND (II) TWENTY U.S. DOLLARS (\$20.00). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH TRANSCRIPTS AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

15. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Transcripts and the Affiliated Entities (including our and their respective successors and assigns) from and against all claims, causes of action, demands, suits, proceedings, judgments, orders, damages, liabilities, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use (including any misuse) of, or activities in connection with, the Services (including all Feedback); and (b) any violation or alleged violation of this Agreement or any applicable laws or regulations by you.

16. Termination. This Agreement is effective until terminated. Transcripts may terminate or suspend your use of the Services at any time and without prior notice, for any or no reason, including if Transcripts believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Services will immediately cease, and Transcripts may, without liability to you or any third party, immediately deactivate or delete your account, if any, and all associated materials, without any obligation to provide any further access to such materials. Sections 1-5 and 7-21 shall survive any expiration or termination of this Agreement.

17. Governing Law. The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

18. Arbitration.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, AND EXCEPT FOR TRANSCRIPTS'S OPTION TO BRING A CLAIM IN A COURT OF COMPETENT JURISDICTION SEEKING ONLY INJUNCTIVE RELIEF TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF A PARTY'S COPYRIGHTS, TRADEMARKS, TRADE SECRETS, PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND TRANSCRIPTS, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT TRANSCRIPTS AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE.

YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

If you are an End User or other individual, the arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

If you are a Verifier or other organization, the arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules, as amended by this Agreement. The Commercial Arbitration Rules are available online at https://adr.org/sites/default/files/Commercial_Rules_Web.pdf.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

19. Information or Complaints. If you have a question or complaint regarding the Services, please send an e-mail to [admin@transcrypts.com]. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

20. Export Controls. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users. You agree not to export, re-export, or transfer, directly or indirectly, any of the Services, or any U.S. technical data acquired from any of the Services, or any products utilizing such data, in violation of the U.S. export laws or regulations.

21. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Transcrypts. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement shall be construed as if followed by the phrase "without limitation." This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Transcrypts relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you



and Transcripts relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Services or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Transcripts will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

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