



## Website Terms of Use

*Last Updated May 2024*

Thank you for your interest in Formstack LLC, and our affiliates, subsidiaries, and operating companies (each referred to as the “Company”, “we”, or “us”). These Terms of Use (“Terms”) apply to certain websites that we own, license or otherwise operate (each a “ Website”) and that link to these Terms. By using a Website, you are entering into a legally binding agreement, and you hereby agree to these Terms, as well as any other terms, policies, guidelines, or rules that apply to any sub-section or portion of the Website (“Supplemental Terms”). In the event of a conflict between these Terms and any Supplemental Terms, the terms and conditions set forth in the Supplemental Terms shall supersede and control with respect to such conflict. If you do not agree to these Terms and any applicable Supplemental Terms, then you cannot use or access our Websites. For purposes of these Terms, Company and you may each be referred to as a “party” or collectively as the “parties.”

**PLEASE READ THESE TERMS CAREFULLY AS THEY MAY IMPACT YOUR RIGHTS AND LIABILITIES, AND THEY SPECIFICALLY ALLOW FOR COMPANY TO ENGAGE IN ARBITRATION TO SETTLE DISPUTES AND ADDRESS CIRCUMSTANCES IN WHICH YOU WAIVE YOUR RIGHT TO A JURY TRIAL.**

By using this Website, you represent and warrant to Company that you: (i) are at least eighteen (18) years old, (ii) are legally authorized to enter into, and agree to, these Terms, and (iii) will, at any and all times, comply with these Terms.

### 1. Privacy Policy

Your use of our Website is subject to any privacy statement or policy (each “Privacy Policy”) that is located on or incorporated into the Website, including our corporate [Privacy Policy](#). Our Privacy Policy describes how we process personal information, including the types of personal information that we collect, the purposes for which we use it, the types of third parties with whom we share it, and any rights you may have with respect to such personal information. The Privacy Policy also sets forth the types and categories of personal information you are permitted to provide to Company, and your responsibilities and obligations with respect to such personal information. Please review our Privacy Policy carefully. For the avoidance of doubt, any claims, suits, or complaints related to the Privacy Policy, and any applicable Cookie Policy, shall be settled or otherwise addressed in accordance with the dispute resolution terms, and subject to the limitations of liability, set forth herein, in addition to all other terms and conditions herein. For the avoidance of doubt, except as explicitly outlined in the Software Services Agreement, Healthcare Accounts, you may not, under any condition, upload or otherwise input in this Website (whether via a chat-box, interactive form, or other online communication platform) any Consumer Health Data whatsoever. To the extent you voluntarily furnish us with Consumer Health Data in accordance with the foregoing, you hereby represent and warrant the following: (i) you will comply with the information disclosure requirements set forth herein, (ii) you have the lawful right, authority, and necessary consent to provide us with Consumer Health Data. You hereby acknowledge and agree that failure to adhere to, or otherwise comply with, these conditions and representations is a material breach of these Terms. You agree to fully and completely defend, indemnify, and hold harmless Company, its

affiliates, licensors, and service providers for any harm, loss, and damages incurred from a breach of these Terms.

## 2. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website. You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

## 3. Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows: (i) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (ii) you may store files that are automatically cached by your web browser for display enhancement purposes; (iii) you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution; (iv) if we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end-user license agreement for such applications; and (v) if we provide social media features with certain content, you may take such actions as are enabled by such features. You hereby acknowledge and agree that you will not (i) modify copies of any materials from our Website; (ii) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; (iii) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website; and (iv) access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

## 4. Trademarks

Company's name and logo, and all related names, logos, product and service names, designs, and slogans, are trademarks of Company or its affiliates or licensors. You must not use such marks without the prior written permission of Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## 5. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website: (i) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries); (ii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or asking them for personally identifiable information; (iii) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms; (iv) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation; (v) to impersonate or attempt to impersonate Company, any Company employee, another user of the Website, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); and (vi) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Company or users of the Website, or expose them to liability.

Additionally, you agree not to: (i) use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website; (ii) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (iii) use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent; (iv) use any device, software, or routine that interferes with the proper working of the Website; (v) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (vi) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website; (vii) attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and (viii) otherwise attempt to interfere with the proper working of the Website.

Machine Learning Prohibitions. You are strictly prohibited from using any information, content, or materials on, or otherwise derived from, the Website for purposes of, or related to, training artificial intelligence technologies, including without limitation, training such technologies to generate text, images, audio, or other content in any style, form, or manner. For the avoidance of doubt, you do not have the right to, and you do not have the right to sublicense others to, reproduce and/or otherwise use any information, content, or materials on or otherwise derived from the Website in any manner for purposes of training artificial intelligence technologies.

## 6. User Contributions; Feedback

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website. All User Contributions must comply with the Content Standards set out in these Terms. Any User Contribution you post will be considered non-confidential and non-proprietary. By posting any User Contribution on the Website, you grant us, our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose whatsoever. You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the license

granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, and all of your User Contributions do and will comply with these Terms. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website. If you send us feedback, creative ideas, suggestions, inventions, or materials (collectively “Feedback”), Company will (i) own, exclusively, all now known or later discovered rights to the Feedback; (ii) not be subject to any obligation of confidentiality and will not be liable for any use or disclosure of any Feedback; and (iii) be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

## 7. Monitoring and Enforcement

We have the right to remove or refuse to post any User Contributions for any or no reason in our sole discretion, and to take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for Company. You acknowledge and agree that we have the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy, and to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website. We have the absolute right to terminate or suspend your access to all or part of the Website for any or no reason whatsoever, including without limitation, any violation of these Terms. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY AND ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER COMPANY AND SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. However, we cannot, and do not undertake to, review material before it is posted on the Website, and we cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## 8. Content Standards

This section constitutes the “Content Standards” that apply to any and all User Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not: (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, gender identity, or age; (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy; (v) be likely to deceive any person; (vi) promote any illegal activity, or advocate, promote, or assist any unlawful act; (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; (viii) impersonate any person, or misrepresent your identity or affiliation with any person or organization; (ix) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or (x) give the impression that they emanate from or are endorsed by us or any

other person or entity, if this is not the case.

## 9. Reliance on Information Posted

THE INFORMATION PRESENTED ON OR THROUGH THE WEBSITE IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER VISITOR TO THE WEBSITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS. This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## 10. Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## 11. Linking to the Website and Social Media Features

You may link to our Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. This Website may provide certain social media features that enable you to: (i) link from your own or certain third-party websites to certain content on this Website, (ii) send emails or other communications with certain content, or links to certain content, on this Website, and (iii) cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not do any of the following: (i) establish a link from any website that is not owned by you to the Website; (ii) cause the Website or portions of it to be displayed on, or appear to be displayed by, any other website; (iii) link to any part of the Website other than the homepage; or (iv) otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards. You agree to cooperate with us and to immediately stop any unauthorized framing or linking. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

## 12. Links from the Website

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

## 13. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE, AND YOU WILL NOT SEEK TO HOLD US LIABLE, FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES, INFORMATION, OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES, INFORMATION, OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### 14. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, BREACH OF PERSONAL INFORMATION, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS LEGALLY PROHIBITED, THEN TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

#### 15. Indemnification; Governing Law

You agree to fully and completely defend, indemnify, and hold harmless Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or

your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website. Unless otherwise provided for herein, the Terms (including the Privacy Policy incorporated herein) shall be governed in all respects by and construed in accordance with the laws of the State of New Castle County, Delaware, without regard to its conflicts of law principles.

## 16. Waiver of Class Action; Arbitration Agreement

YOU AGREE THAT BY ENTERING INTO THESE TERMS OF USE, IN PARTICULAR THE AGREEMENT TO ARBITRATE, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT YOU MAY BRING CLAIMS AGAINST COMPANY ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION OR OTHER ACTION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

COMPANY AND YOU MUTUALLY AGREE THAT ANY DISPUTES ARISING FROM YOUR USE OF THE WEBSITE OR ANY CONTENT OR MATERIALS THEREON, OR THESE TERMS (INCLUDING OUR PRIVACY POLICY), INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") APPLYING DELAWARE LAW, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five (5) years' experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act ("FAA"). The parties also agree that the AAA's rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal, except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration. The parties agree that the arbitrator shall not have the authority to award attorneys' fees, unless otherwise expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages, and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THESE TERMS OF USE DO NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. For the avoidance of doubt, this section shall be construed as a written agreement to arbitrate a dispute of any kind between you and Company that may arise through the use of this Website, and you hereby agree with us that this paragraph satisfies any writing or consent requirement of the FAA. Any and all arbitration proceedings and hearings shall be conducted in New Castle County, Delaware. Except as required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If for any reason a dispute proceeds in a federal or state court rather than in arbitration, the parties hereby waive any right to a jury trial.

## 17. Waiver and Severability

No waiver by Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company 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, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

## 18. Entire Agreement

The Terms and our Privacy Policy constitute the sole and entire agreement between you and Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

## 19. Changes to the Terms

From time to time, we review these Terms to ensure that they comply with applicable law. Consequently, we reserve the right to update and revise these Terms at any time. We will notify you if these Terms are updated by updating the "Last Updated" section of these Terms. These Terms are effective as of the "Last Updated" date provided herein. Your continued use of the Website signifies your consent to the Terms, as of the "Last Updated" date.

## 20. Contact Us

If you have questions regarding these Terms, or would like to request more information from us, please contact us at (mail) Formstack LLC, Attn: Legal Department, 11671 Lantern Rd., Suite 300, Fishers, Indiana 46038.