

Fortified Terms of Service

As of August 27, 2021

Please read these Terms of Service (“Terms”, “Terms of Service” “Terms of Use”) carefully before using and/or accessing the system, platform, application, webservice, and or equipment (the “Service”) operated by Fortified Incorporated, LLC (“Fortified” “us”, “we”, or “our”) and the Lessee (“you”, “your”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, Users and others who access or use the Service.

By accessing or using the Service, you hereby agree to be bound by these Terms, which may change and/or be updated, from time to time with or without notice to you. If you disagree with any part of the terms, then you and the Users, do not have permission to access or use the Service.

These Terms are a binding legal agreement and govern your use of the Service, including all features and functionalities, applications, updates, notifications and our user interfaces, and all products, content and software associated therewith.

1. Privacy Policy. Your privacy is important to us. This privacy statement explains the personal data Fortified processes, how Fortified processes it, and for what purposes.

WE DO NOT SELL YOUR DATA OR CONTENT PROVIDED BY YOU.

Fortified offers a wide range of products, including but not limited to electronic products used to help operate networks, connect your phone or mobile device to both local networks and wide area networks, monitoring equipment, video equipment, websites, applications running on your phone to determine proximity using Global Positioning Satellites (App), and all their related software. References to Fortified products in this statement include the totality of products, services, and websites offered or contemplated by Fortified “**Service**”.

Fortified collects data from you, through our interactions with you and through our products. You provide some of this data directly (phone number, email address, type of trade you are trained in, etcetera), and we get some of it by collecting data about your interactions, use, and experiences with our products (number of times you are on the jobsite, responses to safety testing, etcetera). The data we collect depends on the context of your interactions with Fortified or supervisors at a particular location. You authorize Fortified to keep and store information related to your work history, safety training, drug and alcohol use while on the jobsite, and any other information that may be relevant to ensure a safe working environment for yourself and those around you.

At any time you may cease to use Fortified’s products or remove any images stored by you to Fortified’s server or cloud services. However, the general information related to safety, training, tenure, and a unique identifier (name, telephone number, etcetera) will be stored in the event you choose to use or enter another location that uses or accesses Fortified’s products and/or Services in the future.

Some of our products require some personal data to provide you with a service. This is twofold. First it enables us using “best-efforts” to contact your phone in an event of an emergency or serve to verify you are safe in a time of crisis. Second, it makes your safety training and work experience unique to you, which will be helpful as you progress in your career or look to change employers. If you choose not to provide data required to provide you with our product and services, you cannot use that product or feature and may be prohibited from entering a jobsite according to the general contractor’s or developer’s worksite policies.

- (a) How We Use Personal Data. Fortified uses the data we collect automatically, provided by you, and provided by others about you to provide you and those around you with information relevant to your work history, safety training, attendance, and more.

In particular, we use data to:

- Provide our products, which includes updating, securing, and troubleshooting, as well as providing support. It also includes sharing data, when it is required to provide the service or carry out the transactions you request.
- Improve and develop our products.

We also use the data to operate our business, which includes analyzing our performance, meeting our legal obligations, developing our workforce, and doing research.

In carrying out these purposes, we combine data we collect from different contexts to give you a more seamless and consistent experience, to make informed business decisions benefiting Fortified, and for other legitimate purposes.

Our processing of personal data for these purposes includes both automated and manual (human) methods of processing. Our automated methods often are related to and supported by our manual methods. For example, our automated methods include artificial intelligence (AI), which we think of as a set of technologies that enable computers to perceive, learn, reason, and assist in decision-making to solve problems in ways that are similar to what people do. To build, train, and improve the accuracy of our automated methods of processing (including AI), we manually review some of the predictions and inferences produced by the automated methods against the underlying data from which the predictions and inferences were made. This manual review may be conducted by Fortified employees or vendors who are working on Fortified’s behalf. Any vendor working on Fortified’s behalf will be subject to strict confidentiality clauses.

- (b) Reasons We Share Personal Data. By using our Services you consent to us sharing your data, as needed, to complete any transaction or provide any service. For example, in the

event of a building collapse we may provide first responders with your name and telephone number if you are not accounted for. We also share data when required by law or to respond to a legal process; to protect our customers; to protect lives; to maintain the security of our products; and to protect the rights and property of Fortified.

- (c) How to Access and Control Your Personal Data. You can access your personal data and content (text and photos) you have saved to your profile through either an online portal using our website, the local terminal or interface that maybe provided at a jobsite, or through a downloaded App. Your profile is password protected. At anytime you can see the totality of information saved and stored about your work performance and history. If an error is found specific to stored training, safety, or work history our team will work with all parties to resolve the error fairly and ethically – this does not guarantee a favorable outcome. In some cases, your ability to access or control your personal data may be limited, as required or permitted by applicable law.
- (d) Cookies and Similar Technologies. Cookies are small text files placed on your device to store data that can be recalled by a web server in the domain that placed the cookie. We use cookies and similar technologies for storing and honoring your preferences and settings, enabling you to sign in, combating fraud, analyzing how our products perform, and fulfilling other legitimate purposes. Fortified apps use additional identifiers for similar purposes.

We also may use “web beacons” to help deliver cookies and gather usage and performance data. Our websites may include web beacons, cookies, or similar technologies from third-party service providers to enhance our services or functions provided to you, your employer, the project developer, and others.

You have a variety of tools to control the data collected by cookies, web beacons, and similar technologies. For example, you can use controls in your internet browser, phone, and or computer settings to limit how the websites you visit are able to use cookies and to withdraw your consent by clearing or blocking cookies.

2. Fortified Account. With a Fortified account, you can sign in to Fortified products. Personal data associated with your Fortified account includes credentials, name and contact data, device and usage data, information about your work history and training, and more. Signing into your Fortified account permits you to use cloud data storage, allows you to upload work specific photos, receive applicable online training, and enables other features. We cannot guarantee that hacks both internal and external among other nefarious actions can be stopped or prevented. By using Fortified Services and by accessing and using an online username and password you agree to release, discharge, covenant not to sue, indemnify and hold harmless Fortified and its directors, officers, owners, employees, agents, contractors, successors and assigns from any in connection with any claim or damage pertaining to the loss or misuse of data.

There are two types of Fortified accounts:

- When you create your own Fortified account tied to your personal email address and phone number among others, we refer to that account as a “**Personal Fortified Account**”.
- When you or your organization (such as an employer or a General Contractor) creates a Fortified account then links or has Fortified link a Personal Fortified Accounts to it, we refer to that account as a “**Work Account or Contractor Account**”. Work Accounts have the ability to modify or update safety history, approve site performance, note personal worker infractions or violations of site policies and safety protocol that are linked to a Personal Fortified Account, notate Personal Fortified Accounts assigned, opt people into a Work or Contractor Account’s project, remove Personal Fortified Accounts from a project, and or stipulate certain criteria must be met to allow a worker or person to be in good-standing at a jobsite (such as contractor specific safety training or courses that may be uploaded to Fortified’s cloud services to be completed by a worker with a Personal Fortified Account) among others.

3. Your Content. Specific to Personal Fortified Accounts, many of our Services allow you to store or share content “**Your Content**” or receive material from others. We don’t claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.

To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve Fortified’s products and services, you grant to Fortified a perpetual, worldwide and royalty-free intellectual property license to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the Services. If you publish Your Content in areas of the Service or where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. Further, Fortified may contact you to ask if Your Content maybe used with your consent which will be provided in writing via electronic (email) format.

4. Code of Conduct.

(a) Acceptable Use. By agreeing to these Terms, you’re agreeing that, when using the Services, you will follow these rules:

- Don’t do anything illegal.
- Don’t engage in any activity that exploits, harms, or threatens to harm children. Any violation impacting the safety and wellbeing of a child will be reported to the authorities and Fortified will fully assist to ensure prosecution without prejudice.
- Don’t publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
- Don’t engage in activity that is fraudulent, false or misleading (e.g. impersonating someone else, claiming work product is your own when it is someone else’s, etcetera).
- Don’t help others break these rules.

(b) Enforcement. If you violate these Terms, we may stop providing Services to you or we may close your Fortified account. We may suspend you from the Service either

temporarily or permanently. **Again, we will contact the authorities if any explicit information is stored that involves the exploitation of minors.** We may block delivery of a communication to or from the Services in an effort to enforce these Terms or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, Fortified reserves the right to review Your Content in order to resolve the issue. However, we cannot monitor the entire Services and make no attempt to do so.

5. Using the Services & Support.

- (a) Fortified account. You'll need a Personal Fortified Account or a Work or Contractor Account to access, use, or enjoy many of the Services. Your Fortified account lets you sign into products, websites and services provided by Fortified and possibly some of Fortified's partners.
- i. *Creating an Account.* You can create a Fortified account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for a Fortified account. In some cases, a third party, like your General Contractor or employer, may have assigned a Fortified account to you with general information. If you received your Fortified account from a third party, please review the information for accuracy and make the password personal to you. Please review any additional terms the third party provided you, as Fortified has no responsibility regarding these additional terms. If you create a Work or Contractor Account or request Fortified to create a Work or Contractor Account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You cannot transfer your Work Account credentials to another user or entity without the written consent of Fortified. To protect all accounts, keep your account details and password confidential. You are responsible for all activity that occurs under your Fortified account.
 - ii. *Account Use.* You must use your Fortified account to keep it active. This means you must sign in at least once in a two-year period to keep your Fortified account, and associated Services and content – personal or otherwise, active. If you don't sign in during this time, we will assume your Fortified account is inactive and will suspend or close it for you. If we reasonably suspect that your Fortified account is at risk of being used by a third party fraudulently (for example, as a result of an account compromise), Fortified may suspend your account until you can reclaim ownership. Based on the nature of the compromise, we may be required to disable access to some or all of Your Content. If you are having trouble accessing your Fortified account, please contact Fortified's support desk.
 - iii. *Closing Your Account.* You can cancel specific Services or close your Fortified account at any time and for any reason. Three statuses are available: Active, Inactive, and Closed. Active indicates current work status. Inactive status is recommended for workers taking a sabbatical from their trade or shifting careers

but may want to return to a Fortified served project in the future. Closed status can be selected to close the account. After a period of time, determined by Fortified, your information will be scrubbed from the system after being placed in Closed status. If your Fortified account is closed (whether by you or us), your right to use the Fortified account to access the Services stops immediately. We may delete Data or Your Content associated with your Fortified account or may otherwise disassociate it from you and your Fortified account (unless we are required by law to keep it, return it, or transfer it to you or a third party identified by you). You should have a regular backup plan or should have retrieved any personally uploaded Content prior to the closing of your account. Fortified should not be viewed as a primary storage site of Your Content; namely work photos. Please save these and other similar content to your own devices or storage areas.

- iv. *Additional Equipment/Data Plans.* To use many of the Services, you'll need an internet connection and/or data/cellular plan. You might also need additional equipment, like a headset, camera or microphone. You are responsible for providing all connections, plans, and equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. We will not reimburse you for such fees.
- v. *Service Notifications.* When there's something we need to tell you about a Service you use or changes to our policies, we'll send you Service notifications. If you gave us your email address or phone number in connection with your Fortified account, then we may send Service notifications to you via email or via SMS (text message), including to verify your identity before registering your mobile phone number and activating your account. **Data or messaging rates may apply when receiving notifications via SMS.**
- vi. *Support.* Customer support for some Services is available at Fortified's help desk. Please see our website at: www.fortifiedinc.com for the most current contact numbers.
- vii. You may only access the account and use the account for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules and regulations pertaining to your use of the account. You agree that you will not: (i) use the account to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local, state, Federal or international law or regulation, including, but not limited to, export control laws and regulations; (ii) upload, post, email, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane or otherwise objectionable data or content; (iii) upload, post, email or otherwise transmit any data or content that you do not have a right to transmit; (iv) upload, post, email, or otherwise transmit any data or content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (v) alter, damage or delete any content or other data that are not your own or to otherwise interfere with the

ability of others to access or use the account: (vi) claim a relationship with or to speak for any individual, business, association, institution or other organization for which you are not authorized to claim such a relationship; (vii) upload, post, email or otherwise transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other users including, without limitation, “junk mail,” “spam,” “chain letters,” or “pyramid schemes”; (viii) interfere with or disrupt the account or servers or networks connected to the account, or the Service or disobey any requirements, procedures, policies or regulations of networks connected to the account; (ix) collect or store personal data about other users; or (x) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes, any portion of the account, use of the account or access to the account.

6. Service Availability. The Services and apps, or material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location or country associated with your Fortified account, you may need to re-acquire the material or applications that were available to you in your previous region.

We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Fortified is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you’ve stored. We recommend that you regularly backup Your Content and Data that you store on the Services.

7. Updates to the Service or Software, and Changes to These Terms. We may change our Terms at any time, and we’ll tell you when we do. Using the Services after the changes become effective means you agree to the new terms. If you don’t agree to the new terms, you must close your Fortified account and stop using the Services.

Sometimes you’ll need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. Fortified isn’t obligated to make any updates available and we don’t guarantee that we will support the version of the system or device for which you use or licensed the software, apps, content or other products to or for.

Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods, or applications previously purchased or used as applicable. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

8. Software License. Any software (web based, app, or other) provided by us to you as part of the Services is subject to these Terms:

- (a) If you comply with these Terms, we grant you the right to install and use one copy of the software per device on a worldwide basis for use by only one person at a time as part of your use of the Services. For certain devices, such software may be pre-installed for your personal use of the Services. The software or website that is part of the Services may include third-party code. Any third-party scripts or code, linked to or referenced from the software or website, are licensed to you by the third parties that own such code, not by Fortified. Notices, if any, for the third-party code are included for your information only.
- (b) The software is licensed, not sold, and Fortified reserves all rights to the software not expressly granted by Fortified, whether by implication, estoppel, or otherwise. This license does not give you any right to, and you may not:
- circumvent or bypass any technological protection measures in or relating to the software or Services;
 - disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
 - separate components of the software or Services for use on different devices;
 - publish, copy, rent, lease, sell, export, import, distribute, or lend the software or the Services, unless Fortified expressly authorizes you to do so;
 - transfer the software, any software licenses, or any rights to access or use the Services;
 - use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network.
- (c) The Service and the content (excluding Your Content), features and functionality (collectively, "Owned IP") are and will remain the sole and exclusive property of Fortified and its licensors. Owned IP is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks, trade dress, or Owned IP may not be used in connection with any product or service without the prior written consent of Fortified.

Fortified retains all rights, title, and interest in the Service and the Owned IP and all related intellectual property rights, including, without limitation, any modifications, improvements, updates, your suggestions, and customizations. Your rights are limited to those expressly set forth in this Agreement. By agreeing to these Terms, You irrevocably acknowledge that it has no ownership interest in any Software, the Service, Content, Owned IP, or in any material provided to you. We may: (i) use your name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote your statements in one or more press releases; and/or (iii) make such other use of the your name and/or logo as may be agreed between the parties. Additionally, we may include your name and/or logo within its list of customers for general promotional purposes. We will comply with your trademark use guidelines as such are communicated to us in writing

and we shall use your trademarks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any trademark except as provided in this section or as agreed, in writing.

9. Choice of Law and Place to Resolve Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. You and we irrevocably consent to the exclusive jurisdiction and venue of the state New York, and the County of Erie for all disputes arising out of or relating to these Terms or the Services that are heard in court (excluding arbitration).

10. DISCLAIMER. THE EQUIPMENT, SERVICES, AND SOFTWARE (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION INCLUDED THEREIN) ARE PROVIDED ON AN “AS IS, WHERE IS” BASIS AND “WITH ALL FAULTS” AND “AS AVAILABLE,” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. WITHOUT LIMITATION OF THE FOREGOING, FORTIFIED EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USER OF SERVICES AGREES THAT FORTIFIED IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE REGARDING THE UTILIZATION OF THE EQUIPMENT, SERVICES, AND/OR SOFTWARE (AND THE INFORMATION INCLUDED THEREIN AND REPORTS CREATED THEREBY) IN CONNECTION WITH ANY CLAIM, LIABILITY, DAMAGE OR DESTRUCTION TO ANY PERSON OR PROPERTY, OR FOR ANY THREATENING, NEGLIGENT, TORTIOUS, HARASSING OR ILLEGAL CONDUCT BY YOU, OR ANY OTHER PARTY USING FORTIFIED’S SOFTWARE, SERVICES, AND/OR EQUIPMENT, ARISING OUT OF OR IN ANYWAY CONNECTED WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, SERVICES, AND/OR SOFTWARE. FORTIFIED DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE, SERVICES AND/OR EQUIPMENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DOES FORTIFIED GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER AND DISTRIBUTION NETWORKS (WIRED OR WIRELESS) BOTH LOCALLY AND BEYOND.

11. LIMITATION OF LIABILITY. YOU UNDERSTAND THAT USE OF THE SOFTWARE, SERVICES, AND EQUIPMENT IS AT YOUR OWN RISK AND YOU BEAR THE ENTIRE RISK OF USING THE SOFTWARE, SERVICES, AND EQUIPMENT. FORTIFIED DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF THE SOFTWARE, EQUIPMENT OR SERVICES OR ITS INTENDED FUNCTIONALITY OR INTENDED OPERATIONS. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL FORTIFIED BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE EQUIPMENT, SERVICES, OR SOFTWARE AND/OR FOR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER,

EVEN IF THE LOSS OR DAMAGE TO PERSON OR PROPERTY IS CAUSED BY FORTIFIED'S OWN NEGLIGENCE OR FAULT AND EVEN IF FORTIFIED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, YOUR USE OF OR INABILITY TO ACCESS THE SOFTWARE, SERVICES OR EQUIPMENT OR ANY LOSS OF REVENUE, ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST BUSINESS, LOST DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL LOSS OR DAMAGES THAT RESULT FROM MISTAKES, OMISSION, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS.

12. Emergency Services. There are important differences between traditional mobile or fixed line telephone services and Fortified's services. Fortified is not required to offer access to Emergency Services, as hereinafter defined, for its products under any applicable local or national rules, regulations, or law. Fortified's software and products are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care units or any other kind of services that connect a user to emergency services personnel or public safety answering points ("**Emergency Services**") although it may be used to do so on a "best efforts" basis. As a user you agree that Fortified cannot guarantee such desired communication will occur when needed and you will hold Fortified and its agents completely free from any liability or claim arising from the same.

13. Mapping. Fortified's services may contain features that allow you to submit (actively or passively) information to Fortified services. This information from your personal mobile device or a wearable Radio Frequency ID, among others, tag may be used to plot yourself on a map using a mapping service or geo-location services. Such mapping can be used to inform of your attendance of or proximity to a jobsite. For example, such information may be made available to first responders in the event of an emergency among others.

14. Safety Warning. To avoid possible injury, discomfort or eye strain, you should take periodic breaks from use of applications or electronic screens, especially if you feel any pain or fatigue resulting from usage. If you experience discomfort, take a break. Discomfort might include feelings of nausea, motion sickness, dizziness, disorientation, headache, fatigue, eye strain, or dry eyes. Using applications can distract you and obstruct your surroundings. Avoid trip hazards, stairs, low ceilings, fragile or valuable items that could be damaged. A very small percentage of people may experience seizures when exposed to certain visual images like flashing lights or patterns that may appear in applications. Even people with no history of seizures may have an undiagnosed condition that can cause these seizures. Symptoms may include lightheadedness, altered vision, twitching, jerking or shaking of limbs, disorientation, confusion, loss of consciousness, or convulsions. Immediately stop using and consult a doctor if you experience any of these symptoms, or consult a doctor before using the applications if you've ever suffered symptoms linked to seizures.

15. Account Storage. If you have more content stored in your Fortified account than is provided to you under the terms of your free or paid subscription service for Fortified Cloud service

and you do not respond to notice from Fortified to fix your account by removing excess content, we reserve the right to remove some or all of your Content to free up space.

Depending on factors such as your equipment, internet connection and Fortified's efforts to maintain the performance and integrity of its service, you may occasionally experience delays in uploading or syncing content with our servers.

16. Release. In consideration for allowing you to use and access the Services and our content, you, for yourself, successors and assigns (the "Releasing Party"), hereby waive, release, discharge and covenants not to sue and to indemnify, defend and hold harmless Fortified, its successors, assigns, owners, directors, employees, and agents (the "Released Party") from any and all injuries, losses, costs, including attorney's fees, claims and damages to any person or property of any nature in connection with or related to the Software, Services, products, or any other content or services provided by the Released Party. In addition, Released Party agrees to indemnify, defend, and hold harmless the Released Party and defend any action brought against any of them, with respect to any claim, demand, cause of action, debt or liability, including without limitation reasonable attorney fees and disbursements (a "Claim"), in connection with, or related to our equipment, Software, or Services, or to the extent that such Claim is based upon or arises from our, or our contractors, insurers, users, agents, employees, guests, or invitees use or access of the Software, equipment, or Services, or by you or any person using an account and password, or your breach of these Terms, or in connection with any of Your Content posted on the Service.

17. Binding Arbitration and Class Action Waiver. You agree that any and all disputes, claims or controversies arising under or in connection with these Terms, the Services, equipment or other products provided by Fortified hereunder shall be resolved by binding arbitration conducted in Buffalo, New York, in accordance with the then governing rules of the American Arbitration Association ("Rules"). There shall be one arbitrator mutually agreeable, who shall be an individual skilled in legal and business aspects of the subject matter of this Agreement and of the dispute. Such decision shall be final and binding on the parties without right of appeal. Judgment upon such decision may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Fortified and Fortified's affiliates.

- (a) **Mail a Notice of Dispute First.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to **Fortified Incorporated, LLC ATTN: Arbitration, 5353 Main Street #150, Williamsville, NY 14221, U.S.A.** Tell us your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you; contacting your through email, phone, or text if your home address is not available. After 60 days, you or we may start an arbitration if the dispute is unresolved.

(b) Severability. If any part of this section is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, this section shall be unenforceable in its entirety.

18. Miscellaneous. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services.

19. Reservation of Rights and Feedback. Except as expressly provided under these Terms, Fortified does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Fortified or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to Fortified any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Feedback**"), you give to Fortified, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires Fortified to license its software, technologies or documentation to any third party because Fortified includes your Feedback in them.

20. Copyright Notices. The Services are copyright © Fortified Incorporated, LLC and/or its suppliers, 5353 Main Street #150, Williamsville, NY 14221, U.S.A. All rights reserved.