

SCOUTOUT INC.

Terms of Service

Last Modified: 1/11/2026

These Terms of Service (these “**Terms**”) describe the terms and conditions by which you may access and/or use the website(s), including <https://scoutout.ai>, and any and all related software, documentation, and online, mobile-enabled, and/or digital services, including ScoutOut’s referral services between contractors and clients or their representatives for construction projects (collectively, the “**Service**”) provided by ScoutOut Inc. (including its successors and assigns, “**ScoutOut**,” “**we**,” “**our**,” or “**us**”). By accessing and/or using the Service, you’re agreeing to these Terms and acknowledging that you have read and understood our [Privacy Notice](#) which is incorporated herein by reference. If you don’t agree to these Terms, you may not use the Service. We reserve the right to modify these Terms, as described below. These Terms apply to all visitors and users of the Service, and to all others who access the Service (collectively, “**Users**,” and, as applicable to you, “**you**” or “**your**”). Users who are contractors who use the Service to be introduced by ScoutOut to clients for their services are referred to as “**Contractors**” herein, and Users who use the Service to be introduced by ScoutOut to contractors to perform construction projects are referred to as “**Clients**” herein.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 14.2 (THE “**ARBITRATION AGREEMENT**”) AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 14.3 (THE “**CLASS ACTION/JURY TRIAL WAIVER**”) THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN THE ARBITRATION AGREEMENT, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (AS DEFINED BELOW), YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

1. **How We Administer the Service**

1.1 **Eligibility.** This is a contract between you and ScoutOut. You must read and agree to these Terms before using the Service. You may use the Service only if you can form a legally binding contract with us, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations (“**Applicable Law**”). To use the Service, you must be at least 13 years old. You represent and warrant that you meet the applicable age requirements and are competent to agree to these Terms, or, if you are unable to form a binding contract under applicable law, you represent and warrant that you have your parent’s or legal guardian’s permission to use the Service, and that your parent or legal guardian is agreeing to these Terms concurrently. The Service is not available to any Users we previously removed from the Service.

1.2 **User Accounts**

(a) Your User Account: Suspension and Termination. Your account on the Service (your “**User Account**”) gives you access to certain services and functionalities that we may, in our sole discretion, establish and maintain as part of the Service from time to time. We may, with or without prior notice, permanently terminate or temporarily suspend your access to your User Account and/or the Service without liability and for any or no reason, including if you violate any provision of these Terms. Additionally, you may de-activate your User Account at any time. We may, with or without prior notice, change or stop providing the Service, to you or to Users generally, or create usage limits for the Service.

(b) Organizational Accounts. An individual may access and/or use the Service on behalf of a company or other entity, such as that individual’s employer (such entity, an “**Organization**”). In such cases, notwithstanding anything to the contrary herein: (a) these Terms are an agreement between (i) us and such individual and (ii) us and that Organization; (b) “you,” as used in these Terms in the context of a license grant, assignment, restriction, obligation, acknowledgment, representation, warranty, or covenant, or in any similar context, means (i) such individual and (ii) “the Organization, on behalf of the Organization and its subsidiaries and affiliates, and its and their respective directors, officers, employees, contractors, agents, and other representatives who access and/or use the Service (collectively, “**Org Users**”)”; and “your” has the corresponding meanings; (c) such individual represents and warrants to having the authority to bind that Organization to these Terms (and, in the absence of such authority, such individual may not access, nor use, the Service); (d) such individual’s acceptance of these Terms will bind that Organization to these Terms; (e) we may disclose information regarding such individual and such individual’s access to and use of the Service to that Organization; (f) such individual’s right to access and use the Service may be suspended or terminated (and the administration of the applicable User Account may be transferred) if such individual ceases to be associated with, or ceases to use an email address associated with or provisioned by, that Organization; (g) that Organization will make all Org Users aware of these Terms’ provisions, as applicable to such Org Users, and will cause each Org User to comply with such provisions; and (h) that Organization will be solely responsible and liable for all acts and omissions of the Org Users, and any act or omission by any Org User that would constitute a breach of these Terms had it been taken by that Organization will be deemed a breach of these Terms by that Organization. Without limiting the generality of the foregoing, if an individual opens a User Account using an email address associated with or provisioned by an Organization, or if an Organization pays fees due in connection with such individual’s access to or use of the Service (or reimburses such individual for payment of such fees), then we may, in our sole discretion, deem such individual to be accessing and using the Service on behalf of that Organization.

(c) Connecting Via Third-Party Services. By connecting to the Service via a third-party service, you give us permission to access and use your information from that service.

(d) Account Security. You may never use another User’s User Account without such User’s permission. You are solely responsible for the activity that occurs on your User Account, you will keep your User Account password(s) and/or any other authentication credentials secure and private. You are solely responsible for the activity that occurs on your User Account, you will keep your User Account password(s) and/or any other authentication credentials secure, and you will not share your password(s) and/or any other authentication credentials with anyone else. We encourage you to use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers, and symbols) to protect your User Account. Any Org User with administrator-level access to your User Account can modify your User Account settings, access, and billing information. Any Org User with administrator-level access to your User Account can modify your User Account settings, access, and billing information. We

will not be liable for, and expressly disclaim liability for, any losses caused by any unauthorized use of your User Account and/or any changes to your User Account. You will notify us immediately of any breach of security or unauthorized use of your User Account.

(e) **Account Settings.** You may control certain aspects of your User Account and any associated User profile, and of the way you interact with the Service, by changing the settings in your settings page. By providing us with your email address, you consent to our using that email address to send you Service-related notices. If we send you marketing-related emails, you may opt out of receiving them or change your preferences by contacting the Service support team at nolan@scoutout.ai or by clicking on the “unsubscribe” link within a marketing email. Opting out will not prevent you from receiving Service-related notices.

1.3 Your Interactions with Other Users. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS, INCLUDING SHARING OF INFORMATION, WITH OTHER USERS. WE RESERVE THE RIGHT TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS. WE EXPRESSLY DISCLAIM ALL LIABILITY ARISING FROM YOUR INTERACTIONS WITH OTHER USERS, AND FOR ANY USER'S ACTION OR INACTION, INCLUDING RELATING TO USER CONTENT (AS DEFINED BELOW).

2. Access to the Service; Service Restrictions

2.1 Access to the Service. Subject to your compliance with these Terms and any documentation we may make available to you, you are hereby granted a non-exclusive, limited, non-transferable, and freely revocable right to access and use the Service, solely for your personal use or internal business purposes, as permitted by the features of the Service. We reserve all rights not expressly granted herein in and to the Service.

2.2 Restrictions and Acceptable Use. Except to the extent a restriction is prohibited by Applicable Law, you will not do, and will not enable any third party to do, any of the following:

(a) disassemble, reverse engineer, decode, or decompile any part of the Service or license or resell or modify any part of the Service;

(b) use any automated or non-automated means to access the Service for “scraping” (except that public search engines may use spiders to create searchable indices of public materials, only as specified in the robots.txt file);

(c) use the Service in any manner that impacts the stability of the servers or the operation or performance of the Service or any User's use of the Service;

(d) copy, rent, lease, sell, loan, transfer, assign, sublicense, resell, distribute, modify, alter, or create derivative works of any part of the Service or any of our intellectual property;

(e) use the Service in any manner that (i) violates any Applicable Law, contractual obligation, or right of any person, (ii) is fraudulent, false, deceptive, or defamatory, (iii) promotes hatred, violence, or harm against, or (iv) otherwise may be harmful or objectionable to us or any other third party;

(f) use the Service in competition with us, to develop competing products or services, for benchmarking or competitive analysis of the Service, or otherwise to our detriment or disadvantage;

(g) bypass the measures we may use to prevent or restrict access to the Service;

(h) use the Service to transmit spam or other unsolicited email (and we may immediately remove any content that we believe to be spam) or use the Service for commercial solicitation;

(i) access any content available on or via the Service through any technology or means other than those provided by the Service or authorized by us;

(j) attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running the Service;

(k) transmit invalid data, viruses, worms, or other software agents through the Service;

(l) collect or harvest any personal information from the Service;

(m) refer to us or to the Service in a manner that could imply a relationship that involves endorsement, affiliation, or sponsorship between you (or a third party) and us without our consent;

(n) if you are a Contractor:

(i) directly or indirectly, except in collaboration with or with the prior express written consent of ScoutOut: (A) enter into any transaction with any Clients introduced by ScoutOut similar to, in competition with, or which otherwise could have the effect of preventing ScoutOut from receiving the full benefit of, the transactions contemplated by these Terms; (B) solicit any such Client to enter into any such transaction; or (C) induce, solicit, procure, or otherwise encourage any third party, or respond to any solicitation from any of the same, to enter into any such transaction; or

(o) if you are a Client:

(i) directly or indirectly, except in collaboration with or with the prior express written consent of ScoutOut: (a) enter into any transaction with any Contractors introduced to Client by ScoutOut similar to, in competition with, or which otherwise could have the effect of preventing ScoutOut from receiving the full benefit of, the transactions contemplated under agreements between ScoutOut and Contractors; (b) solicit any Contractor to enter into any such transaction; or (c) induce, solicit, procure, or otherwise encourage any third party, or respond to any solicitation from any of the same, to enter into any such transaction.

2.3 Engagement.

(a) If you are a Client, you hereby agree to the following:

(i) You hereby engage ScoutOut, and ScoutOut hereby accepts such engagement, to act as your referrer with respect to Contractors, in accordance with these Terms.

(ii) ScoutOut makes no representation or warranty about the creditability or suitability of any Contractors introduced to you, and neither you, nor any of your directors, officers, or shareholders, should in any way rely on ScoutOut to perform any due diligence with respect to the creditability or suitability of any Contractor. You acknowledge and agree that ScoutOut is not a licensed contractor and does not perform construction services or guarantee any referrals, and ScoutOut is not responsible for ensuring Contractors comply with all applicable laws and regulations (including without limitation California Clients State License Law). You acknowledge and agree that these Terms do not require ScoutOut to act as a Home Improvement Salesperson or contractor.

(iii) The prices, terms, and conditions under which Contractors offer or sell any of their services shall be determined by Contractors in their sole discretion. As between Clients and ScoutOut, Clients shall have the authority to control all discussions and negotiations regarding any proposed or actual receipt of construction services from Contractors.

(b) If you are a Contractor, you hereby agree to the following:

(i) You hereby engage ScoutOut, and ScoutOut hereby accepts such engagement, to act as your referrer with respect to your construction services in accordance with the terms and conditions of these Terms.

(ii) ScoutOut makes no representation or warranty about the creditability or suitability of any Clients introduced to you, and neither you, nor any of your directors, officers, or shareholders, should in any way rely on ScoutOut to perform any due diligence with respect to the creditability or suitability of any Client. You acknowledge and agrees that ScoutOut is not a licensed contractor and does not perform construction services or guarantee any referrals, and you are responsible for ensuring that any fees paid hereunder comply with all applicable laws and regulations (including without limitation California Contractors State License Law). You acknowledge and agree that these Terms do not require ScoutOut to act as a Home Improvement Salesperson or contractor.

(iii) The prices, terms, and conditions under which you offer or sell any of your services shall be determined by you in your sole discretion. You shall have the authority to control all discussions and negotiations regarding any proposed or actual offering or sale of your services to Clients. Notwithstanding the foregoing, you may not list any fees payable by you to ScoutOut as a line item for payment by Clients in Referred Contracts.

3. **User Content**

3.1 As between us and you, you (or your licensors) will own any and all information, data, and other content that is collected or otherwise received by us from you through the Service ("**User Content**").

3.2 We claim no ownership rights over User Content, and, as between you and us, all User Content that is submitted, posted, displayed, provided, shared, or otherwise made available on or via the Service by you is and will remain yours. You understand that certain portions of the Service may allow other Users to view, edit, share, and/or otherwise interact with your User Content and your Output (as

defined below), and you agree to allow others to view, edit, share, and/or interact with your User Content and Output in accordance with your settings and these Terms. We have the right (but not the obligation) in our sole discretion to remove any of your User Content that is shared via the Service. You hereby grant each User a non-exclusive license to access your User Content and Output through the Service, and to use, reproduce, distribute, display and perform your User Content and Output, which you make available to such User through the Service. You further grant, and you represent and warrant that you have all rights necessary to grant, to us, under all of your intellectual property rights, a non-exclusive and royalty-free right and license to use, copy, store, modify, distribute, reproduce, publish, list, make derivative works of, and display your User Content and Output: (i) to maintain and provide the Service; (ii) to improve our products and the Service and for our other business purposes; and (iii) to perform such other actions as described in our [Privacy Notice](#) or as authorized by you in connection with your use of the Service.

3.3 You affirm, represent, and warrant the following: (a) you have obtained, and are solely responsible for obtaining, all consents required by Applicable Law to provide User Content relating to third parties; (b) your User Content and Output and our use thereof as contemplated by these Terms and the Service will not violate any Applicable Law or infringe any rights of any third party, including, but not limited to, any intellectual property rights, privacy rights and confidentiality rights; (c) you will not upload or make available through the Service, either directly or by other means, any personal information of children under 13 or the applicable age of digital consent; and (d) your User Content does not include sexually suggestive content; hate speech or direct attacks on an individual or group; content that is abusive, harassing, defamatory, vulgar, libelous, or invasive of another's privacy; sexist or racially, ethnically, or otherwise discriminatory content; content that contains self-harm or excessive violence; impostor profiles; content in furtherance of harmful or illegal activities; malicious programs or code; any person's personal information without such person's consent; spam messages; and/or otherwise objectionable content.

3.4 You own your User Content and we claim no ownership rights over your user content. We take no responsibility and assume no liability for any user content. You will be solely responsible for your user content and the consequences of submitting, posting, displaying, providing, sharing, or otherwise making it available on or through the service, and you understand and acknowledge that we are acting only as a passive conduit for your online distribution and publication of your user content. WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY USER CONTENT. YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USER CONTENT AND THE CONSEQUENCES OF SUBMITTING, POSTING, DISPLAYING, PROVIDING, SHARING, OR OTHERWISE MAKING IT AVAILABLE ON OR THROUGH THE SERVICE, AND YOU UNDERSTAND AND ACKNOWLEDGE THAT WE ARE ACTING ONLY AS A PASSIVE CONDUIT FOR YOUR ONLINE DISTRIBUTION AND PUBLICATION OF YOUR USER CONTENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SERVICE MAY EXPOSE YOU TO CONTENT THAT IS INACCURATE, OBJECTIONABLE, INAPPROPRIATE FOR CHILDREN, OR OTHERWISE UNSUITED TO YOUR PURPOSE, AND YOU UNDERSTAND AND ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR ANY DAMAGES YOU ALLEGE TO INCUR AS A RESULT OF OR RELATING TO ANY CONTENT ACCESSED ON OR THROUGH THE SERVICE.

3.5 **Client Materials.** Without limiting the generality of the foregoing, if you are a Client, you shall provide documents, drawings, specifications, and other information, data, and other materials to ScoutOut (such materials, collectively "**Client Materials**"), and hereby irrevocably grant all such rights and permissions in or relating to such Client Materials as are necessary or useful to ScoutOut and its

personnel, agents, and representatives to perform its obligations under this Agreement, including without limitation to share such Client Materials to Contractors and their representatives and to enable the creation of proposals, estimates and quotations (collectively, “**Bids**”) by or on behalf of ScoutOut, Contractors, and their respective representatives. Each Client hereby represents, warrants, and covenants to ScoutOut that Client owns or otherwise has and will have the necessary rights and consents in and relating to the Client Materials so that, as received by ScoutOut and processed in accordance with these Terms, they do not and will not infringe, misappropriate, or otherwise violate any rights of any third party or violate any applicable laws or regulations.

4. **Intellectual Property**

4.1 **ScoutOut IP.** You understand and acknowledge that we (or our licensors (including other Users), as applicable) own and will continue to own all rights (including intellectual property rights), title, and interest in and to the Service, all materials and content displayed or otherwise made available on and/or through the Service (excluding your User Content), and all software, algorithms, code, technology, and intellectual property underlying and/or included in or with the Service. Use of any intellectual property for any purpose not expressly permitted by these Terms is strictly prohibited.

4.2 **Generated Content.** You may be allowed to submit text, documents, images and other materials to the Service for processing (“**Input**”), and receive output from the Service based on the Input (“**Output**”). Due to the nature of machine learning, use of the service may result in incorrect Output. You must evaluate the accuracy of any Output as appropriate for your use case, including by using human review of the output. You agree that we shall not be liable for any damages you or any third party alleges to incur as a result of or relating to any Output or other content generated by or accessed on or through the service.

4.3 **Usage Data.** We may collect, or you may provide to us, diagnostic, technical, usage, and/or related information, including information about your computers, mobile devices, systems, and software (collectively, “**Usage Data**”). All Usage Data is and will be owned solely and exclusively by us, and, to the extent any ownership rights in or to the Usage Data vest in you, you hereby assign to us all rights (including intellectual property rights), title, and interest in and to same. Accordingly, we may use, maintain, and/or process the Usage Data or any portion thereof for any lawful purpose, including, without limitation: (a) to provide and maintain the Service; (b) to improve our products and services (including the Service), and to develop new products, services, and/or features; (c) to monitor your usage of the Service; (d) for research and analytics, including, without limitation, data analysis, identifying usage trends, and/or customer research; and (e) to share analytics and other derived Usage Data with third parties, solely in de-identified or aggregated form. The Service may contain technological measures designed to prevent unauthorized or illegal use of the Service; you understand and acknowledge that we may use these and other lawful measures to verify your compliance with these Terms and to enforce our rights, including intellectual property rights, in and to the Service.

4.4 **Open Source Software.** Some software used in our Service may be offered under an open source license that we make available to you. There may be provisions in an open source license that expressly override some of these terms, so please be sure to read those licenses.

4.5 **Feedback.** To the extent you provide us any suggestions, recommendations, or other feedback relating to the Service or to any other ScoutOut products or services (collectively, “**Feedback**”),

you hereby assign to us all rights (including intellectual property rights), title, and interest in and to the Feedback, without providing any attribution or compensation to you or to any third party. Please treat Feedback as our Confidential Information (as defined below).

5. **Confidential Information**

The Service may include non-public, proprietary, or confidential information of ScoutOut and/or of other Users (“**Confidential Information**”). Confidential Information includes any information that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including non-public business, product, technology, and marketing information. You will: (a) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as you would use protect your own highly sensitive confidential information, but in no event with less than a reasonable degree of care; (b) not use any Confidential Information for any purpose other than to exercise your rights, or to perform your obligations, under these Terms; and (c) not disclose any Confidential Information to any person or entity, except your service providers or financial or legal advisors who/that (i) need to know the Confidential Information and (ii) are bound by non-use and non-disclosure restrictions at least as restrictive as those set forth in this Section.

6. **Compensation Terms**

If you are a Contractor, in consideration for the Service rendered by ScoutOut hereunder, you shall pay to ScoutOut compensation pursuant to this pricing and payment terms applicable to you and available via your User Account (as we may update them from time to time, the “**Compensation Terms**”). The Compensation Terms are hereby incorporated by reference herein.

7. **Privacy: Data Security**

7.1 **Privacy.** We care about your privacy. To provide and enhance the Service, we may need to be able to identify you and your interests, and we use your personal data to do this. By using the Service, you acknowledge that we may collect, use, and disclose your personal information and aggregated and/or anonymized data as set forth in our [Privacy Notice](#), and that your personal information may be transferred to, and/or processed in, the United States.

7.2 **Security.** We care about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or to use your data for improper purposes. You acknowledge that you provide your data at your own risk.

8. **Your Use of Third-Party Services**

THE SERVICE MAY CONTAIN LINKS TO THIRD-PARTY SITES, MATERIALS, AND/OR SERVICES (COLLECTIVELY, “**THIRD-PARTY SERVICES**”) THAT ARE NOT OWNED OR CONTROLLED BY US, AND CERTAIN FUNCTIONALITIES OF THE SERVICE MAY REQUIRE YOUR USE OF THIRD-PARTY SERVICES, TO WHICH YOU ARE SUBJECT TO AND AGREE TO THE THIRD PARTY’S TERMS AND CONDITIONS MADE AVAILABLE VIA ITS SERVICES. WE DO NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY THIRD-PARTY SERVICES. IF YOU ACCESS A THIRD-PARTY SERVICE FROM THE SERVICE OR SHARE YOUR USER CONTENT OR OUTPUT ON OR THROUGH ANY THIRD-PARTY SERVICE, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THESE

TERMS AND OUR [PRIVACY NOTICE](#) DO NOT APPLY TO YOUR USE OF ANY THIRD-PARTY SERVICE. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS TO AND/OR USE OF ANY THIRD-PARTY SERVICE. ADDITIONALLY, YOUR DEALINGS WITH, OR PARTICIPATION IN PROMOTIONS OF, ADVERTISERS FOUND ON THE SERVICE ARE SOLELY BETWEEN YOU AND SUCH ADVERTISERS. YOU UNDERSTAND AND ACKNOWLEDGE THAT WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT RELATING TO YOUR DEALINGS WITH SUCH ADVERTISERS.

9. **Release**

You hereby release us from all claims, damages (whether direct, indirect, incidental, consequential, or otherwise), obligations, losses, liabilities, costs, debts, and expenses, in each case of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including any other User) in connection with the Service. In addition, you waive any Applicable Law that says, in substance: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE RELEASED PARTY."

10. **Indemnity**

You will defend, indemnify, and hold us and our subsidiaries and affiliates, and our and their respective agents, suppliers, licensors, employees, contractors, officers, and directors (collectively, including ScoutOut, the "**ScoutOut Indemnitees**") harmless from and against any and all claims, damages (whether direct, indirect, incidental, consequential, or otherwise), obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, legal fees) arising from: (a) your access to and/or use of the Service, including your use of Output; (b) your violation of any term of these Terms; (c) your violation of any third-party right, including, without limitation, any privacy right or intellectual property right; (d) your violation of any Applicable Law; (e) User Content or any content that is submitted via your User Account; (f) your willful misconduct; or (g) any third party's access to and/or use of the Service with your authentication credential(s).

11. **No Professional Advice**

THE CONTENT PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE IS DESIGNED TO PROVIDE PRACTICAL AND USEFUL INFORMATION ON THE SUBJECT MATTER(S) COVERED. WHILE SUCH CONTENT MAY CONCERN ISSUES RELATED TO PROFESSIONAL SERVICES, SUCH CONTENT IS NOT PROFESSIONAL SERVICES ADVICE. YOU SHOULD NOT ACT OR REFRAIN FROM ACTING ON THE BASIS OF ANY CONTENT THAT IS INCLUDED ON THE SITE(S) AND/OR THE APPS(S) OR THAT IS OTHERWISE OBTAINED IN CONNECTION WITH THE SERVICE WITHOUT SEEKING THE ADVICE OF A PROFESSIONAL WHO IS LICENSED AND/OR QUALIFIED IN THE APPLICABLE SUBJECT MATTER(S). WE EXPRESSLY DISCLAIM ALL LIABILITY IN RESPECT OF ACTIONS TAKEN OR NOT TAKEN BASED ON ANY CONTENT OBTAINED IN CONNECTION WITH THE SERVICE.

12. **No Warranty: Disclaimers**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE INTELLECTUAL PROPERTY, AND ANY OTHER INFORMATION AVAILABLE ON OR THROUGH THE SERVICE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NONE OF THE SCOUTOUT INDEMNITEES WARRANTS THAT ANY CONTENT OR ANY OTHER INFORMATION CONTAINED IN, OR AVAILABLE VIA, THE SERVICE IS ACCURATE, COMPREHENSIVE, RELIABLE, USEFUL, OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS SO OBTAINED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S) OR MOBILE DEVICE(S) AND/OR FOR LOSS OF DATA THAT RESULTS FROM SAME OR FROM YOUR ACCESS TO AND/OR USE OF THE SERVICE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW.

FURTHER, SCOUTOUT DOES NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND SCOUTOUT WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

13. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY SCOUTOUT INDEMNITEE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE OR ANY PORTION THEREOF. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE OR YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN. IN NO EVENT WILL ANY SCOUTOUT INDEMNITEE BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER OR ONE HUNDRED U.S. DOLLARS (\$100.00), WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS RUNNING THE SERVICE AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (G) YOUR DATA, ANY USER CONTENT, OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

14. **Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

14.1 **Governing Law.** These Terms will be governed by the laws of the State of California, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law governing these Terms, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (as it may be amended, “**FAA**”) governs the interpretation and enforcement of the Arbitration Agreement below and preempts all state laws (and laws of other jurisdictions) to the fullest extent permitted by Applicable Law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue will be resolved under and governed by the law of the U.S. state where you live (if applicable) or the jurisdiction mutually agreed upon in writing by you and us. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Confidential Information, or intellectual property rights, as set forth in the Arbitration Agreement below, including any provisional relief required to prevent irreparable harm. You agree that California is the proper and exclusive forum for any appeals of an arbitration award, or for trial court proceedings in the event that the Arbitration Agreement below is found to be unenforceable. These Terms were drafted in the English language and this English language version of the Terms is the original, governing instrument of the understanding between you and us. In the event of any conflict between the English version of these Terms and any translation, the English version will prevail.

14.2 **Arbitration Agreement**

(a) **General.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. This Arbitration Agreement applies to and governs any dispute, controversy, or claim between you and us that arises out of or relates to, directly or indirectly: (i) these Terms; (ii) access to or use of the Service, including receipt of any advertising or marketing communications; (iii) any transactions through, by, or using the Service; or (iv) any other aspect of your relationship or transactions with us as a

User or consumer (each, a “**Claim**,” and, collectively, “**Claims**”). This Arbitration Agreement will apply, without limitation, to all Claims that arose or were asserted before or after your consent to these Terms.

(b) Opting Out of Arbitration Agreement. If you are a new User, you can reject and opt out of this Arbitration Agreement within thirty (30) days of accepting these Terms by emailing us at nolan@scoutout.ai with your full, legal name and stating your intent to opt out of this Arbitration Agreement. Opting out of this Arbitration Agreement does not affect the binding nature of any other part of these Terms, including the provisions regarding controlling law or the courts in which any disputes must be brought.

(c) Dispute-Resolution Process. For any Claim, you will first contact us at nolan@scoutout.ai and attempt to resolve the Claim with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, we each agree to resolve such Claim exclusively through binding arbitration by JAMS before a single arbitrator (the “**Arbitrator**”), under the Optional Expedited Arbitration Procedures then in effect for JAMS (the “**Rules**”), except as provided herein. JAMS may be contacted at www.jamsadr.com, where the Rules are available. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted in the U.S. county where you live (if applicable) or San Francisco County, California, unless you and ScoutOut agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing and administrative fees and Arbitrator fees in accordance with the Rules, and the award rendered by the Arbitrator will include costs of arbitration, reasonable attorneys’ fees, and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the Arbitrator may include your costs of arbitration, your reasonable attorneys’ fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this would not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. You and we agree that the Arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the scope, interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms are, or whether any provision of these Terms is, unconscionable or illusory, and any defense to arbitration, including waiver, delay, laches, unconscionability, and/or estoppel.

(d) Equitable Relief. NOTHING IN THIS ARBITRATION AGREEMENT WILL BE DEEMED AS: PREVENTING US FROM SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM THE COURTS AS NECESSARY TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF OUR DATA SECURITY, CONFIDENTIAL INFORMATION, OR INTELLECTUAL PROPERTY RIGHTS; OR PREVENTING YOU FROM ASSERTING CLAIMS IN A SMALL CLAIMS COURT, PROVIDED THAT YOUR CLAIMS QUALIFY AND SO LONG AS THE MATTER REMAINS IN SUCH COURT AND ADVANCES ON ONLY AN INDIVIDUAL (NON-CLASS, NON-COLLECTIVE, AND NON-REPRESENTATIVE) BASIS.

(e) Severability. If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, will be

severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, will have no impact on the remaining provisions of this Arbitration Agreement, which will remain in force, or on the parties' ability to compel arbitration of any remaining Claims on an individual basis pursuant to this Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement will be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief will be stayed pending the outcome of any individual claims in arbitration.

14.3 Class Action/Jury Trial Waiver. BY ENTERING INTO THESE TERMS, YOU AND SCOUTOUT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER. THE FOREGOING APPLIES TO ALL USERS (BOTH NATURAL PERSONS AND ENTITIES), REGARDLESS OF WHETHER YOU HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES. THIS CLASS ACTION/JURY TRIAL WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S OR ENTITY'S CLAIMS. YOU AND SCOUTOUT AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER USERS.

15. U.S. Government Restricted Rights

To the extent the Service is being used by or on behalf of the U.S. Government, the Service will be deemed commercial computer software or commercial computer software documentation (as applicable). Accordingly, if you are an agency of the U.S. Government or any contractor therefor, you receive only those rights with respect to the Service as are granted to all other Users hereunder, in accordance with 48 C.F.R. §227.7202 and 48 C.F.R. §12.212, as applicable.

16. Export Controls

You understand and acknowledge that the Service may be subject to export control laws and regulations. You will comply with all applicable import and export and re-export control and trade and economic sanctions laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), and the International Traffic in Arms Regulations maintained by the U.S. State Department. You represent and warrant that you are not, and that no person to whom you make the Service available or that is acting on your behalf, or, if you are an Organization, that no person or entity owning 50% or more of your equity securities or other equivalent voting interests, is (a) listed on the List of Specially Designated Nationals and Blocked Persons or on any other list of sanctioned, prohibited, or restricted parties administered by OFAC or by any other governmental entity, or (b) located in, a national or resident of, or a segment of the government of, any country or territory for which the United States maintains trade or economic sanctions or embargoes or that has been designated by the U.S. Government as a "terrorist supporting" region.

17. **General Provisions**

17.1 Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior express written consent, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof will be null and void.

17.2 Notification Procedures and Changes to these Terms. We may provide notifications to you via email notice or through posting of such notice on the Service, as we determine in our sole discretion. We may modify or update these Terms from time to time, and you should review this page periodically. These Terms apply to and govern your access to and use of the Service effective as of the start of your access to the Service, even if such access began before publication of these Terms. Your continued use of the Service after any change to these Terms constitutes your acceptance of the new Terms and Conditions. If you do not agree to any part of these Terms or to any future Terms and Conditions, do not access or use (or continue to access or use) the Service.

17.3 Entire Agreement; Severability. These Terms, together with any amendments and any additional agreements you may enter into with us in connection with the Service, will constitute the entire agreement between you and us concerning the Service. Except as otherwise stated in the Arbitration Agreement, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

17.4 No Waiver. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or of any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

17.5 California Residents. The provider of the Service is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting it in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

17.6 Contact. If you have any questions about these Terms and/or the Service, please contact us at nolan@scoutout.ai.