



MINERVA KNOWS, INC.

Terms of Service

Last Updated: October 23, 2020. **In Effect:** November 23, 2020

Welcome to www.minervaknows.com, the website and online and/or mobile service of Minerva Knows, Inc. ("**Minerva**," "**we**," "**us**," or "**our**"). This page explains the terms by which you may use our online and/or mobile services, web site, and software provided on or in connection with the service (collectively, the "**Service**"). By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood, and agree to be bound by these Terms of Service (this "**Agreement**") and to the collection and use of your information as set forth in our [Privacy Policy](#), whether or not you are a registered user of our Service. Minerva reserves the right to modify these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Service ("**Users**").

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Our Service

Minerva empowers you to capture and share dynamic workflows for any website.

1.1 Eligibility

This is a contract between you and Minerva. You must read and agree to these terms before using the Minerva Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Minerva, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by Minerva.

1.2 Limited License

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service as permitted by the features of the Service. Minerva reserves all rights not expressly granted herein in the Service and the Minerva Content (as defined below). Minerva may terminate this license at any time for any reason or no reason.

1.3 User Accounts

Your account on the Service (your "**User Account**") gives you access to the services and functionality that we may establish and maintain from time to time and at our sole

discretion. We may maintain different types of User Accounts for different types of Users. If you open a User Account on behalf of a company, organization, or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf. By connecting to Minerva with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User's User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your User Account. You must notify Minerva immediately of any breach of security or unauthorized use of your User Account. Minerva will not be liable for any losses caused by any unauthorized use of your User Account.

By providing Minerva your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences by following the unsubscribe options contained within such email. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

1.4 Changes to the Service

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

1.5 Disputes with Other Users

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Minerva shall have no liability for your interactions with other Users, or for any User's action or inaction.

1.6 Service Location

The Service is controlled and operated from facilities in the United States. Minerva makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

2. User Content

Some areas of the Service allow Users to submit, post, display, provide, or otherwise make available content such as profile information, videos, images, music, comments, questions,

and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "**User Content**").

WE CLAIM NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT YOU CREATE REMAINS YOURS. However, you understand that certain portions of the Service may allow other Users to view, edit, share, and/or otherwise interact with your User Content. By providing or sharing User Content through the Service, you agree to allow others to view, edit, share, and/or interact with your User Content in accordance with your settings and this Agreement. Minerva has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Minerva a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Minerva's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- Your User Content and Minerva's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- Minerva may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

Minerva takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that

we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Minerva shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

3. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "**Minerva Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of Minerva and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Minerva Content. Use of the Minerva Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("**Ideas**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Minerva under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Minerva does not waive any rights to use similar or related ideas previously known to Minerva, or developed by its employees, or obtained from sources other than you.

4. Paid Services

4.1 Billing Policies

Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to our [Pricing and Payment Terms](#), as we may update them from time to time. Minerva may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in its sole discretion. Any change to our Pricing or Payment Terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

4.2 No Refunds

You may cancel your User Account at any time; however, there are no refunds for cancellation. In the event that Minerva suspends or terminates your User Account or this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your User Account, or for anything else.

4.3 Payment Information; Taxes

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

5. California Residents

The provider of services 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 them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

6. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate and/or anonymized data as set forth in our [Privacy Policy](#), and to have your personally identifiable information collected, used, transferred to and processed in the United States.

7. Security

Minerva cares 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 use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8. DMCA Notice

Since we respect artist and content owner rights, it is Minerva's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Minerva's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Minerva to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Minerva Knows, Inc.

Address: 430 Ocean Parkway, #4H
Brooklyn, NY 11218

Tel.: 646.389.8851

Email: copyright@minervaknows.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Minerva and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Minerva's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Minerva has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Minerva may also at its sole discretion limit access to the Service and/or terminate the User Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

9. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by Minerva. Minerva does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and Minerva's Privacy Policy do not apply to your use of such sites. You expressly relieve Minerva from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Minerva shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

10. Indemnity

You agree to defend, indemnify and hold harmless Minerva and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your User Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

11. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MINERVA OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY

STATED HEREIN. WITHOUT LIMITING THE FOREGOING, MINERVA, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE 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 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 DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

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

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MINERVA, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL MINERVA BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MINERVA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR 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 (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL MINERVA, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO MINERVA HEREUNDER OR \$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 MINERVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. Arbitration Class Action Waiver, Jury Trial Waiver, Governing Law and Venue

13.1 Arbitration

Both you and Minerva agree to resolve by binding arbitration any claim, dispute, or controversy (whether based in contract, tort, statute, or any other legal theory) arising out

of or in connection with or relating to (1) the Services, your use of the Services, or the information that you provide us in connection with your use of the Services, or (2) this Agreement, including without limitation, the validity, interpretation, enforcement, or application of this Agreement and/or this Section (collectively, "**Claims**"). Both you and Minerva further agree that the arbitrator will also have the exclusive authority to determine all additional threshold arbitrability issues, including without limitation issues relating to whether this Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

13.2 Class Action Waiver

YOU AND MINERVA AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN ANY REPRESENTATIVE CAPACITY, INCLUDING A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR ANY OTHER REPRESENTATIVE PROCEEDING WHATSOEVER. Further, unless both you and Minerva agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. Any determination about the validity, interpretation, enforcement, and/or application of this Class Action Waiver paragraph is delegated to the arbitrator.

13.3 Jury Trial Waiver

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND MINERVA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW.

13.4 Arbitration Procedure

A party who intends to seek arbitration must first send a written notice of the Claim to the other party by certified mail or Federal Express, or in the event that we do not have a physical address on file for you, by electronic mail ("**Notice**"). Our address for notice is Minerva Knows, Inc., 430 Ocean Parkway #4H, Brooklyn, NY 11218. You and Minerva agree to use good faith efforts to resolve the Claim, but if the parties do not resolve the Claim within 30 days of the Notice, then either party may commence arbitration. Any arbitration between you and us will be governed by the American Arbitration Association ("**AAA**") Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting us. Unless you and Minerva otherwise agree, the arbitration will be conducted in the county where you reside. If your claim is for less than \$10,000, we will reimburse your filing fee, unless the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose, in which case the payment of all fees will be determined in accordance with the AAA Rules. If your claim is for greater than \$10,000, the payment of all fees will be determined in accordance with the AAA Rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

13.5 Exceptions

Notwithstanding anything else in this Agreement to the contrary, you and Minerva both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii)

seek injunctive relief in a court of law, provided that is the sole form of relief sought, or (iv) to file suit in a court of law to address intellectual property infringement claims.

13.6 Governing Law; Venue

The parties agree that this Agreement evidences a transaction involving interstate commerce, and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("**FAA**") and AAA Rules will govern interpretation and enforcement of this Section where applicable. All other claims, disputes, or controversies will be resolved under the laws of the State of New York, without respect to its conflict of laws principles. For any claims, disputes or controversies that are not subject to mandatory arbitration under this Section, you and Minerva agree that (i) the federal and state courts located in New York, New York will be the sole and exclusive forum for resolution of the claim, dispute or controversy, and you and Minerva irrevocably submit to the jurisdiction of federal and state courts located in New York, New York, and (ii) litigation of any claim, dispute, or controversy proceeding in court will be stayed pending the outcome of any related individual Claim in arbitration.

13.7 Severability; Survival

If any clause or provision set forth in this Section is determined to be illegal, invalid or unenforceable under present or future law, then the clause or provision so determined to be illegal, invalid or unenforceable will be severable without affecting the enforceability of all remaining clauses or provisions. This Section will survive any termination or expiration of this Agreement.

13.8 Changes and Opt-out

You may opt out of the applicability of this Section by providing us with a written opt-out notice within 30 days of the "Last Updated" date at the top of this page. This written notice must be provided by mail to Minerva Knows, Inc., 430 Ocean Parkway #4H, Brooklyn, NY 11218. In order to be effective, this notice must include your full name and clearly indicate your intent to reject the changes to this Agreement.

14. General

14.1 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Minerva without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

14.2 Notification Procedures and Changes to the Agreement. Minerva may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Minerva in our sole discretion. Minerva reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Minerva is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Minerva may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the "Last Updated" date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

14.3 Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with Minerva in connection

with the Service, shall constitute the entire agreement between you and Minerva concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

14.4 No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Minerva's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

14.5 Contact. Please contact us at hello@minervaknows.com with any questions regarding this Agreement.

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10.23.2020

Initial publication date. Terms of Service are in effect starting 11.23.2020.