

Version 1.0

Effective December 12, 2023

Terms of Service

Welcome, and thank you for your interest in Cerebry (“Cerebry,” “we,” “us,” or “our”), which operates the web site located www.cerebry.co/ and other websites (collectively, the “Website”) and related application programming interfaces (“APIs”), web applications and online services, and any other products and services that Cerebry may provide now or in the future (collectively, the “Services”). The following Terms of Service are a legal contract between you (“you” and “your”) and Cerebry regarding your use of the Services. Visitors and users of the Services are referred to individually as “User” and collectively as “Users”. Use of the Services is governed by these Terms of Service and our Cerebry Privacy Policy, where the Privacy Policy describes the personal information that we collect and how we use and share it.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE “TERMS”), AND THAT YOU HAVE READ THE CEREBRY PRIVACY POLICY AND/OR CEREBRY’S CHILD PRIVACY POLICY (AS APPLICABLE TO WHICH SERVICES YOU CHOOSE TO USE).

IF YOU ARE A PARENT OR LEGAL GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN RESPECT OF SUCH CHILD’S USE OF THE WEBSITE. IF YOU ARE SCHOOL PERSONNEL (AS DEFINED BELOW) AND YOU REGISTER A SCHOOL USER (AS DEFINED BELOW), YOU AGREE, ON BEHALF OF YOUR INSTITUTION, THAT THE SCHOOL USER IS BOUND BY THE TERMS, UNLESS YOUR INSTITUTION HAS A SEPARATE WRITTEN SERVICE AGREEMENT WITH KHAN ACADEMY THAT ACCEPTS THESE TERMS ON BEHALF OF SCHOOL USERS.

PLEASE NOTE THAT THESE TERMS INCLUDE A BINDING ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER. BY AGREEING TO BINDING ARBITRATION, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE.

Changes to Terms

We may revise and update our Terms from time to time in our sole discretion. If you continue to use the Services after we post the updated Terms on the Services or otherwise give you notice of such changes, it means that you accept and agree to the updated Terms. If you do not accept the updated Terms, you must not continue to access or use the Services.

Accounts

To access or use the Services, we may ask you to register for an account (“**Account**”) and provide certain information to us. Any such information must be correct, current, and complete. You agree that we may use this information to communicate with you about our Services and that our communications to you will satisfy any requirements for legal notices.

You acknowledge that your account is specific to you. You must keep all passwords, API keys, or other credentials to access or use our Services confidential and not disclose them to any other person or entity. You also must not provide any other person or entity with access to our Services using your account credentials. You are responsible for all activity occurring under your account or with use of your access credentials, and you agree to notify us immediately if you become aware of any unauthorized access to or use of your account or access credentials by sending an email to support@Cerebry.co. Unless we specifically state otherwise in a separate agreement with you, we may terminate your access to the Services or your account in accordance with Section 8 below.

You may close your account at any time by contacting us at support@Cerebry.co

Integrated Service

Cerebry may permit you to register for the Services through, or otherwise associate your Cerebry account with, certain third party social networking or integrated services, such as Google (“Integrated Service”). By registering for the Services using (or otherwise granting access to) an Integrated Service, you agree that Cerebry may access your Integrated Service’s account information, and may store and use certain information already associated with the Integrated Service consistent with our Privacy Policy, and you agree to any and all terms and conditions of the Integrated Service regarding your use of the Services via the Integrated Service. You may revoke Cerebry’s access to your account on any Integrated Service at any time by updating the appropriate account settings of the respective Integrated Service. You should check your account settings on each Integration Service to understand the information sent to us through each Integration Service, and any changes you can make in those account settings. You agree that any Integrated Service is a Reference Site (as defined below) and you are solely responsible for your interactions with the Integrated Service as a result of accessing the Services through the Integrated Service. Khan Academy does not control the practices of Integrated Services, and you are advised to read the privacy policy and terms and conditions of any Integrated Service that you use to understand their practices.

Child User

If you are under the age of 13 (or under the legal age of consent in your country, then you are a "Child User"), and you may not create an account for the Services without consent and approval

from your parent or legal guardian, or from your school as explained in Section On School Use. If you are under the age of 18, (or under the legal age of majority in your country), you represent that your parent or legal guardian has reviewed and agreed to the Terms on your behalf. Except for accounts created for School Use as defined in Section on School Use, Child Users that begin the registration process without a Parent User (as defined below) may have the registration process restricted until a parent or legal guardian approves or assumes responsibility for the Child User account. A Child User may use the Services if registered through certain educational organizations or, in certain cases, by School Personnel that have entered into a relationship directly with Cerebry, so long as the education organization has obtained parent or legal guardian consent, or has complied with an exemption to parental consent requirements under applicable law. A Child User will only be permitted to use the Services for so long as Cerebry reasonably believes that such access has been consented to by the Child User's parent or legal guardian, or by School Consent ,as discussed in School Use.

Parent User

If you are at least 18 years of age and you are the parent or legal guardian of a child that seeks to register as a Child User of the Services, you may register a Child account on the Services ("Child User"). For the purposes of these Terms, "parental consent" refers to a parent or legal guardian providing consent for their Child User. Through a Child User account, you may create, register, manage and approve Child User accounts only for your own child(ren) or child(ren) for whom you are a legal guardian. IF YOU REGISTER, APPROVE OR CONSENT TO THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY CHILD USER, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER'S PARENT OR LEGAL GUARDIAN AND YOU AGREE TO BE BOUND BY THE TERMS ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE WEBSITE BY YOUR CHILD USER. You are responsible for educating your Child User on responsible use of the Services, including Prohibited Conduct and refraining from submitting any personally identifiable information to the Services. It is your responsibility to monitor and manage your child's access to the Services. If you request access for your Child User, then your Child User will be considered an authorized User and you are responsible for their actions (and use of) the Services. You acknowledge that Cerebry may choose, but is not obligated, to make any inquiries, either directly or through third parties, that Cerebry deems necessary to validate your registration information, or registration information associated with a Child User account, including without limitation engaging third parties to provide verification services. Cerebry reserves all rights to take legal actions against anyone who misrepresents personal information or is otherwise untruthful about their identity. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT CEREBRY CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION SUBMITTED BY ANY USER AND CEREBRY IS NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY USER, INCLUDING ANY USER'S CLAIM TO BE A PARENT USER, OR TO VERIFY THAT A PARENT IDENTIFIED BY A CHILD USER OR OTHER PARTY DURING REGISTRATION IS SUCH CHILD USER'S ACTUAL PARENT OR LEGAL GUARDIAN. A Parent associated Child User accounts, may be terminated by Cerebry at any time and without warning for any failure to abide by these Terms.

School Use

Cerebry may make available certain features and tools that permit Users registered as teachers, school leaders, aides, principals, school administrators, school district administrators, or other similar school personnel ("School Personnel") to work with students and other Users through the Services in order to provide such students with tutorial, educational and other education-related services as part of the school's curriculum, and to review and evaluate educational achievement and progress of such students. If you are School Personnel accessing the Services on behalf of a school, school district, or other similar educational institution (an "Institution"), the following terms apply to you:

Limitations on Use. The Services and Website are provided to you for educational purposes as part of the school curriculum. You must use the Services and the Website in compliance with all applicable laws, rules, and regulations. You are responsible for determining (and confirming) that your use of the Services and the Website is permitted by your Institution and any applicable policies, including any school district and school policies. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the Services, the Website, or access to the Services or Website.

Responsibility for Consent and Notices. You and/or the Institution assume responsibility for obtaining any consents required from parents or legal guardians, and for providing appropriate disclosures to School Users and their parents regarding the School Users' use of the Services, our Terms, and our Privacy Policy. You agree to be bound by these Terms on behalf of the School User, for so long as the School User account is not transferred to or assumed by a valid Parent User account or personal account for a Student of eligible age. IF YOU ARE SCHOOL PERSONNEL AND YOU REGISTER AN ACCOUNT FOR A CHILD USER OR OTHER STUDENT (EACH, A "SCHOOL USER") OR DIRECT A SCHOOL USER TO CREATE AN ACCOUNT FOR SCHOOL USE, YOU REPRESENT AND WARRANT THAT YOU HAVE EITHER RECEIVED EXPRESS CONSENT FROM SUCH SCHOOL USER'S PARENT OR LEGAL GUARDIAN FOR REGISTRATION OF THE SCHOOL USER AND DISCLOSURE OF RELATED INFORMATION TO KHAN ACADEMY OR THAT YOU (OR YOUR INSTITUTION) HAVE COMPLIED AND WILL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF AN EXEMPTION FROM OR EXCEPTION TO PARENTAL CONSENT REQUIREMENTS, (IF ONE IS AVAILABLE), NECESSARY FOR YOU TO REGISTER THE SCHOOL USER FOR THE WEBSITE AND PROVIDE TO CEREBRY THE INFORMATION YOU DISCLOSE IN CONNECTION WITH THE REGISTRATION OF SUCH SCHOOL USER. Cerebry reserves the right to request, at any time, that School Personnel (or the Institution) provide records of notice provided to, and consent provided by, parents or legal guardians.

Identification of School Accounts. Students and School Personnel may have personal accounts, in addition to accounts established for use in the classroom and associated with the Institution's use of the Services ("School Accounts"). If the Institution has a separate written service agreement with Cerebry that includes rostering services for your Institution, accounts provided for classroom use will be designated as School Accounts. In other cases, in order for accounts established for use in the classroom to be designated as "School Accounts," the

accounts must be (1) created by School Personnel (for example, when a teacher creates the user name, login and password to establish School Accounts, or when the teacher rosters a class using Google Classroom or similar Integrated Service (to the extent we support use of such Integrated Service)), or (2) created by a School User at the direction of a School, in each case, using a School email address and associated with a School's class on the Service. User accounts created with a personal email address will not be considered School Accounts, and will be administered as personal accounts. If you have questions about how to create School Accounts that are associated with a School's class on the Service, please contact our customer support team.

Use of Integrated Services in School Accounts. If you are School Personnel and you choose to allow your students to log in on the Services using an Integrated Service, such as Google Classroom (to the extent we support use of such Integrated Service), you are responsible for educating your students on the proper use of Integrated Services and protecting their accounts. See Section on Integrated Service.

Evaluation and Additional Services

As applicable, we may permit you to evaluate our Services for a limited time or with limited functionality, such as restrictions on the number of users, how you may access our Services, or the number of characters or tokens per Prompt. Use of our Services for evaluation purposes are for your internal, non-commercial use only.

Your use of certain Services may be subject to your acceptance of additional terms. Such additional terms will supplement our Terms with respect to such Services and may revise or update your rights or obligations with respect to those Services, including your obligations to pay fees. If you accept any such terms on behalf of a company, organization, or other entity, you represent and warrant that you are authorized to bind that entity to those additional terms.

Use Rights, Requirements, and Restrictions

Please review our [Acceptable Use Policy](#), which outlines the permissible uses of our Services. You may access and use our Services only in compliance with our Terms, our [Acceptable Use Policy](#), and all applicable laws, rules, and regulations (the "**Permitted Use**").

You may not access or use the Services in the following ways:

- To develop any products or services that supplant or compete with our Services, including to develop or train any artificial intelligence or machine learning algorithms or models.

- To decompile, reverse engineer, disassemble, or otherwise reduce our Services to human-readable form, except when these restrictions are prohibited by applicable law.

- To crawl, scrape, or otherwise harvest data or information from our Services other than as permitted under these Terms.

To use our Services or Content to obtain unauthorized access to any system or information or to deceive any person.

To infringe, misappropriate, or violate intellectual property or other legal rights (including the rights of publicity or privacy).

Except with respect to use of our APIs, to use the Services through automated or non-human means, whether through a bot, script, or otherwise.

To engage in any other conduct that restricts or inhibits any person from using or enjoying our Services, or that in our sole judgment exposes us—or any of our users, affiliates, or any other third party—to any liability, damages, or detriment of any type, including reputational harms.

To assist any person in doing any of the above.

Ownership of the Services

The Services are owned and operated by us and our affiliates, publisher partners, and service providers (collectively “**Providers**”). We and our Providers retain all our respective rights, title, and interest, including intellectual property rights, in and to the Services. Other than the rights of access and use expressly granted in our Terms, our Terms do not grant you any right, title, or interest in or to our Services.

AI Prompts, Outputs, and Content

Rights to Content. Our Services may allow you to submit text, images, or other materials to the Services for processing (“**Prompts**”). Our Services may generate responses based on your Prompts (“**Outputs**”). Outputs and Prompts collectively are “**Materials**.” You represent and warrant that you have all rights, and have provided any notices and obtained any consents, that are necessary for us to process any Prompts you submit to the Services in accordance with our Terms. You also represent and warrant that your submission of Prompts to us will not violate our Terms, our [Acceptable Use Policy](#), or any laws applicable to those Prompts. Subject to this Section and without limiting Section 12, we authorize you to use the Outputs for the Permitted Use.

Personal Information. If you submit any personal information to us in connection with your use of the Services, whether as part of your Prompts or otherwise, you acknowledge that our [Privacy Policy](#) governs our use and processing of such personal information.

Nature of Outputs. Responses that the Services generate based on Materials submitted by third parties (“**Third-Party Outputs**”) may be identical or similar to third-party Content or Outputs that the Services generate based on your Prompts. You acknowledge that Third-Party Outputs are not your Outputs and that you have no right, title, or interest in or to any Third-Party Outputs.

Reliance on Outputs. We make no representations or warranties with respect to the accuracy of any Outputs. You should not rely on any Outputs without independently confirming their

accuracy. Outputs may contain material inaccuracies even if they appear accurate because of their level of detail or specificity. The Services and any Outputs may not reflect correct, current, or complete information.

Our Use of Materials. We may use Materials to provide, maintain, and improve the Services and to develop other products and services. We will not train our machine learning models on any Questions that are not publicly available, except in two circumstances:

If you provide Feedback to us (through the Services or otherwise) regarding any Questions, we may use that Feedback in accordance with Section 11.

If your Materials are flagged for trust and safety review, we may use or analyze those Materials to improve our ability to detect and enforce [Acceptable Use Policy](#) violations, including training models for use by our trust and safety team, consistent with Cerebry' safety mission.

User content

Cerebry!'s license to User Content

User Content is available to you only, kept with limited visibility and only used by Kahoot! for the purposes of providing the Services and Resources. We will keep all data which you submit to the Services, including any User Content, secure and only process your data for the purpose of providing the Kahoot! Services to you.

You hereby grant Kahoot! a worldwide, non-exclusive, limited term license to access, use, process, and display User Content only as reasonably necessary: (a) to provide, maintain and updated the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted by you.

Kahoot! will delete all User Content from your account upon termination of the Agreement, except for any Public User Content licensed to Kahoot! as explained herein, or otherwise in accordance with Kahoot!'s Privacy Policy (as applicable).

Your responsibility for User Content

You promise that with respect to any User Content you post on Kahoot!: (1) you have all rights necessary to upload such User Content to the Kahoot! Service and to grant the above license to Kahoot!, and (2) such User Content, or its use by Kahoot! does not violate the Agreement, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others.

You are solely responsible for all User Content that you publish on Kahoot!. Kahoot! does not endorse the correctness of the User Content or any opinion contained in any User Content.

Monitoring of User Content

Unless agreed differently in a separate agreement with us, Kahoot! may review, monitor, edit or remove User Content in our sole discretion, but is under no obligation to do so. In all cases, Kahoot! reserves the right to remove or disable access to any User Content that breaches the Agreement, including breach of our Acceptable Use Policy and Editorial Guidelines. Removal or disabling of access to User Content shall be at our sole discretion.

Public User Content

If you choose to make User Content Public User Content, you hereby grant to Kahoot! a perpetual (or, for as long as permitted under applicable law), non-exclusive, sub-licensable, transferable, royalty-free, irrevocable, fully paid, universal license to commercialize, use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute your Public User Content through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content.

Viruses

We do not guarantee that our Services will be totally secure or free from bugs or viruses. You must not abuse, harm, interfere with, or disrupt our Website or Services, including, for example, introducing viruses or malware, spamming or DDoSing our Website or Services, or bypassing any of our systems or protective measures.

Modification, Suspension, Discontinuation of the Services

Our Services are novel and will evolve. Unless we specifically state otherwise in a separate agreement with you, we reserve the right to temporarily or permanently modify, suspend, or discontinue the Services or your access to the Services or account at any time, in our sole discretion, without notice to you, and we will not be liable for any change to or any suspension or discontinuation of the Services or your access to them, to the maximum extent permissible under applicable law.

Fees and Payment

Fees. You may be required to pay fees to us to access or use the Services or certain features of the Services. You are responsible for paying any applicable fees listed on the Services. Except as expressly provided in these Terms, all fees are non-refundable, to the fullest extent permissible under applicable law.

Payment Method. Fees may be recurring or based on usage. If these fees are specified to be recurring or based on usage, you agree that we may charge such fees on a periodic basis to a payment method you specify (your "**Payment Method**"). By using a Payment Method to pay fees, you are expressly agreeing that we are authorized to charge to the Payment Method the fees, together with any applicable taxes. You confirm that the card or bank account which is

being used as your Payment Method is yours, or that you have the authorization of the account holder to use it. If you use a Payment Method which you are not authorized to use, you will be liable to us for any losses that we suffer because of your use of that Payment Method.

Additional Fees. Except where we specifically agree otherwise in a separate contract with you, you acknowledge and agree that any fees for access to or use of the Services may increase at any time. Additional fees may apply for additional Services or features of the Services that Cerebry may make available. In those cases, we will provide you with notice before charging the additional fees. If we charge additional fees in connection with our Services, you will have an opportunity to review and accept the additional fees that you will be charged, before being charged. If you do not accept any such additional fees, we may discontinue your access to the Services or features. You acknowledge and agree that we will not be held liable for any errors caused by third-party payment processors that we may use.

Third-Party Services and Links

Our Services may use or be used in connection with third-party content, services, or integrations. We do not control or accept responsibility for any loss or damage that may arise from your use of any third-party content, services, and integrations, for which we make no representations or warranties. Your use of any third-party content, services, and integrations is at your own risk and subject to any terms, conditions, or policies (including privacy policies) applicable to such third-party content, services, and integrations.

Feedback

You grant to us an irrevocable, royalty-free, perpetual license to use all feedback, ideas, or suggested improvements you provide to us (through the Services or otherwise) regarding the Services, Features Prompts, or Outputs (collectively, “**Feedback**”), and you agree that we and our Providers may use the Feedback—together with the related Prompts and Outputs or any derivative thereof—in any manner without any payment or credit to you, including in connection with our development, improvement, and marketing of our Services or other products or services.

Disclaimer of Warranties, Limitations of Liability, and Indemnity

YOUR USE OF THE SERVICES AND CONTENT IS SOLELY AT YOUR OWN RISK. THE SERVICES AND OUTPUTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE AND OUR PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, PRIVACY, COMPATIBILITY,

NON-INFRINGEMENT, AND ANY WARRANTY IMPLIED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL WE, OUR PROVIDERS, OR OUR OR THEIR RESPECTIVE AFFILIATES, INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "**CEREBRY PARTIES**"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE MATERIALS, OR THESE TERMS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, EVEN IF ANY **CEREBRY PARTIES** HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, AND EVEN IF THE DAMAGES ARE FORESEEABLE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE **CEREBRY PARTIES'** TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE CONTENT, THE MATERIALS, OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID TO US FOR ACCESS TO OR USE OF THE SERVICES (IF ANY) IN THE SIX MONTHS PRECEDING THE DATE SUCH DAMAGES, LOSSES, AND CAUSES OF ACTION FIRST AROSE, AND \$100. THE FOREGOING LIMITATIONS ARE ESSENTIAL TO THESE TERMS, AND WE WOULD NOT OFFER THE SERVICES TO YOU UNDER THESE TERMS WITHOUT THESE LIMITATIONS.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE **CEREBRY PARTIES** FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS; YOUR ACCESS TO, USE OF, OR ALLEGED USE OF THE SERVICES OR OR THE CONTENT OR THE MATERIALS; YOUR FEEDBACK; ANY PRODUCTS OR SERVICES THAT YOU DEVELOP, OFFER, OR OTHERWISE MAKE AVAILABLE USING OR OTHERWISE IN CONNECTION WITH THE SERVICES; YOUR VIOLATION OF APPLICABLE LAW OR ANY THIRD-PARTY RIGHT; AND ANY ACTUAL OR ALLEGED FRAUD, INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR CRIMINAL ACTS COMMITTED BY YOU OR YOUR EMPLOYEES OR AGENTS. WE RESERVE THE RIGHT TO ENGAGE SEPARATE COUNSEL AND PARTICIPATE IN OR ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER, IN WHICH CASE YOU AGREE TO COOPERATE WITH US AND SUCH SEPARATE COUNSEL AS WE REASONABLY REQUEST.

THE LAWS OF SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR CERTAIN TYPES OF DAMAGES, SO SOME OR ALL OF THE

DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS MAY NOT APPLY TO YOU.

Termination

Unless we specifically state otherwise in a separate agreement with you, we may terminate our Terms at any time by notice to you, and our Terms will terminate automatically without notice upon your violation or breach of any provisions of our Terms. You may also terminate our Terms at any time, for any reason, by discontinuing your access to and use of the Services. Upon termination, the rights granted to you under our Terms to access and use the Services will immediately terminate, and you must destroy all Confidential Information in your or your Representatives' possession or control.