

Anchor

TERMS OF SERVICE

Last Updated: July, 2020

THESE TERMS OF SERVICE ("**Agreement**") CONSTITUTE A BINDING CONTRACT BETWEEN ANCHOR GROUP, INC. ("**Anchor**") AND THE PARTY THAT SUBSCRIBES TO THE SERVICE ("**Subscriber**") OR ANY PARTY THAT USES THE SERVICE WITHOUT SUBSCRIBING OR REGISTERING TO THE SERVICE ("**User**"), INCLUDING PURSUANT TO AN INVITATION FROM A SUBSCRIBED USER OF THE SERVICE (Subscriber and User shall hereinafter be referred to collectively as "**Customer**").

BY SUBSCRIBING TO THE SERVICE, OR BY OTHERWISE ACCESSING OR USING THE SERVICE, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE FOLLOWING (THE DATE OF SUCH OCCURRENCE, THE "**Effective Date**"): (a) THIS AGREEMENT, AND (b) OTHER SUPPLEMENTAL TERMS AND POLICIES REFERENCED HEREIN, WHICH ARE STATED TO BE INCORPORATED INTO THIS AGREEMENT BY REFERENCE, INCLUDING THE PRIVACY POLICY (DEFINED BELOW). IF CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF ITS EMPLOYER OR OTHER ENTITY, CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT IT HAS FULL AUTHORITY TO BIND SAID ENTITY TO THIS AGREEMENT.

IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, UNLESS EXPRESSLY SET OUT IN THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ANCHOR'S SOLE OBLIGATION AND LIABILITY, IS TO TERMINATE THE AGREEMENT UPON WRITTEN NOTICE TO ANCHOR.

ANCHOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME. SUCH CHANGE WILL BE EFFECTIVE FIVE (5) DAYS FOLLOWING POSTING OF THE REVISED TERMS ON THE SITE, AND CUSTOMER'S CONTINUED USE OF THE SERVICES THEREAFTER MEANS THAT CUSTOMER ACCEPTS THOSE CHANGES.

1. DEFINITIONS.

"**Affiliate**" means, with respect to either party, any person, organization or entity controlling, controlled by, or under common control with, such party, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, organization or entity, whether through the ownership of voting securities or by contract or otherwise.

"**Content**" means any text, data, information, files, images, graphics or other materials.

"**Customer Content**" means any Content created by the Customer by using Anchor services, inputted or uploaded to the Service, or transmitted through the Service, by or on behalf of Customer.

"**Documentation**" means any user guide for the Service that Anchor provides or makes available to Customer.

"**Intellectual Property**" means any and all inventions, invention disclosures, discoveries, improvements, works of authorship, technical information, data, databases, know-how, show-how, designs, ideas, drawings, logos, utility models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, software (including object code, source code, APIs, and non-literal aspects), algorithms, architecture, records, documentation, and other similar intellectual property or technology, in any format and media, anywhere in the world.

"**Intellectual Property Rights**" means any and all rights, titles, and interests in and to Intellectual Property (under any jurisdiction or treaty, whether protectable or not, and whether registered or unregistered) and includes without limitation patents, copyright and similar authorship rights, personal rights (such as Moral Rights, rights of privacy, and publicity rights), architectural, building and location (and similar geography-based) rights, mask work rights, trade secret and similar confidentiality rights, design rights, industrial property rights, trademark, trade name, trade dress and similar branding rights, as well as: (a) all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions or reissues of the foregoing rights; and (b) all goodwill associated with the foregoing rights.

"**Law**" means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule of any jurisdiction.

"**Moral Rights**" means any rights of paternity or integrity, or any right to claim authorship of a work, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any work, whether or not such would be prejudicial to the honor or reputation of the creator of the work, and any similar right, existing under judicial or statutory Law of any jurisdiction, or under any treaty.

"**Subscription Form**" means the online web form submitted by Subscriber when subscribing to the Service.

"**Privacy Policy**" means Anchor's then-current privacy policy available at <https://storage.googleapis.com/anchor-statics/anchor-privacy-policy.pdf>.

"**Service**" means Anchor's proprietary software-as-a-service platform for online legal, financial or billing services and other related updates, services and Support, including all websites, mobile apps and other Intellectual Property.

2. SUBSCRIPTION RIGHTS AND RESTRICTIONS.

2.1. Account. In order to access the Service, Customer may be required to register for an account by submitting the information requested in the applicable web form or interface ("**Account**"). If Customer creates an Account, Customer must provide accurate and complete information about itself. Customer hereby agrees: (a) not to allow anyone other than itself to access or use the Account, not to create an Account for any third party and not to use the account of any third party without their permission; (b) to provide accurate and complete Account and login information; (c) to remain solely responsible and liable for the activity that occurs in connection with the Account; (d) to keep the Account password secure; and (e) to notify Anchor immediately of any breach of security or unauthorized use of the Account. If Customer registers an Account on behalf of its employer or another entity, Customer may be required to provide Anchor with contact information of at least one other person from such entity. Customer acknowledges and agrees that Anchor may provide access to the relevant contact to such Account.

2.2. Subscription. Subject to the terms and conditions of this Agreement, Anchor grants Customer a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable right, during the Term (defined below), to access and use the Service solely for Customer's internal end-use purposes (collectively, the "**Subscription**").

The Subscription shall be subject to whatever other limitations or conditions (such as regarding features, volume, duration, or location) are specified in the Service. Use of the Service must be in accordance with the Documentation.

2.3. Free Trial. Anchor may (but shall not be obligated to) offer a free trial period (if offered, the default period shall be thirty (30) days, unless configured otherwise by Anchor) ("**Free Trial**" and "**Free Trial Period**") prior to charging the Fees. The Free Trial, if any, shall commence on the date that Customer commences access or use of the Service, and will terminate at the end of the Free Trial Period, or sooner if: (a) Customer begins paying the applicable Fees, (b) Customer requests to cancel the Subscription, or (c) the Free Trial is terminated by Anchor, in its sole discretion. Upon termination of the Free Trial, and unless Customer has cancelled the Subscription or Anchor has terminated the Free Trial, the Fees shall become immediately due and payable (and if no payment or billing information has been provided, Customer shall, and may be required to, provide such information). Free Trials are permitted solely for Customer to determine whether to proceed to a paid Subscription. Free Trials may not include all features. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ANCHOR AND ANCHOR AFFILIATES WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO FREE TRIALS, AND ANCHOR HAS THE RIGHT TO TERMINATE A FREE TRIAL AT ANY TIME AND FOR ANY REASON.

2.4. Restrictions. Customer shall not do (or permit or encourage to be done) any of the following (in whole or in part): (a) copy, distribute, broadcast, rent, lease, lend, use for timesharing or service-bureau services, export, modify, adapt, translate, enhance, customize, or otherwise create derivative works of, the Service or any part thereof; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, the software or platform, or any part of the Service; (c) remove or distort any proprietary notices, labels or legends on or in the Service; (d) use any automated means to access or use the Service, nor circumvent or disable any security or technological features of the Service; (e) use, send, upload, post, transmit or introduce any device, code, routine or other item (including without limitation bots, viruses, worms, and Trojan horses) that interferes (or attempts to interfere) with the operation or integrity of the Service, nor any content that is unlawful, infringing, defamatory, deceptive, obscene fraudulent, harassing, pornographic, or abusive; (f) use the Service to design or develop any competing product or service that competes with the Service; (g) use the Service for any unlawful or fraudulent purpose, to breach this Agreement, or infringe or misappropriate any third party intellectual property, privacy, or publicity right; (h) take any action that imposes or may impose, as determined in Anchor's sole discretion, a disproportionately large load of incoming requests on the Service infrastructure; (i) violate or abuse password protections governing access to the Service; (j) use or direct the Service to interact with IPs or devices for which

Customer is not expressly authorized to do so; or (k) use the Service directly or indirectly to initiate, propagate, participate, direct or attempt any attack, hack, or send bandwidth saturation, malicious or potentially damaging network messages to any device.

Reservation of Rights. For the avoidance of doubt, the Service (including any copies thereof) are only licensed hereunder, and no title in or to the Service (or such copies) passes to Customer. Any rights not expressly granted herein are hereby reserved by Anchor and its licensors.

- 2.5. Delivery. The Service will be delivered electronically. Unless specified otherwise, the Service shall be deemed accepted upon delivery. Customer hereby agrees to receive electronically all communications, agreements, documents, payment and general notices and disclosures (collectively, "**Communications**") that Anchor provides in connection with the Services. Communications may include transaction receipts or confirmations; tax statements; payment notifications; and any other relevant communications. Communications are considered received by Customer within twenty-four (24) hours of the time they are emailed to Customer or posted on Anchor's Service.
- 2.6. Data Backup. The Service is not intended to, and will not, operate as a data storage or archiving product or service, and Customer agrees not to rely on the Service for the storage of any Customer Content whatsoever. Customer is solely responsible and liable for the maintenance and backup of all Customer Content.
3. SUPPORT. Anchor (and/or an Anchor Affiliate or subcontractor) will use commercially reasonable efforts to provide Service-related technical support via [support@anchor.sh].

4. CUSTOMER CONTENT.

- 4.1. As between Customer and Anchor, Customer is solely responsible and liable for (and agrees to hold harmless and release Anchor and all Anchor Affiliates from liability arising out of or in connection with) all Customer Content, Anchor's processing of Customer Content, all use of Customer Content (including without limitation use by others), as well as the consequences of inputting, uploading, or transmitting Customer Content (including without limitation, obtaining any licenses, permissions, consents, approvals, and authorizations from individuals appearing therein).
- 4.2. Customer hereby represents and warrants that: (a) its Customer Content does not, and will not, infringe, misappropriate, or violate any third party's Intellectual Property Rights, privacy rights (or other personal rights), or any Law; (b) its Customer Content is not, and will not be, disparaging, libelous, threatening, offensive, harassing, deceptive, abusive or illegal, and does not, and will not, create any risk to a person's safety or health, impersonate another person, compromise national security, or interfere with an investigation by law enforcement; and (c) it has obtained, and will maintain during and after any termination of this Agreement, any and all licenses, permissions, consents, approvals, and authorizations required in connection with Customer Content. The content, nature, frequency, and quantity of Customer Content has not been specifically requested or authorized (and may or may not be reviewed) by Anchor, and is submitted to the Service at Customer's sole risk and discretion.
- 4.3. Customer is prohibited from entering any payment information (e.g. cardholder data) into any form or data entry fields in the Service, except into those fields intended solely for that purpose (i.e. where the Service explicitly requests such data to be entered into such fields). Appropriate fields are clearly marked with labels such as 'Card number' or by having a credit card icon precede them. For clarity, it is not permissible to store cardholder data in fields with labels such as 'memo' or 'note'. Similarly, excluding payment forms, Customer must never enter CVV2 data into any fields in the Service. Customer assumes all responsibility for any cardholder data entered into the Service in violation of this Agreement.

5. PAYMENT.

- 5.1. Fees. To the extent applicable, Subscriber agrees to pay all fees stated in the Subscription Form ("**Fees**"), and in accordance with the Service's applicable billing cycle ("**Billing Cycle**") and other payment terms.
- 5.2. General. Unless expressly stated otherwise in the Subscription Form: (a) all Fees are stated, and are to be paid, in US Dollars in accordance with Section 5.3 below; (b) all Fees are payable in advance; (c) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable Law. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Anchor's net income. In the event that Subscriber is required by any Law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Anchor shall be increased by the amount necessary so that Anchor receives and retains, free from liability for any deduction

or withholding, an amount equal to the amount it would have received had Subscriber not made any such withholding or deduction.

- 5.3. Payment Method and Processing. Currently, Anchor only accepts payment via Stripe. Subscriber shall provide Anchor accurate and complete billing information, and agrees to promptly notify Anchor of any changes to the Subscriber's billing information. Subscriber authorizes Anchor (either directly or through third parties) to request and collect payment (and otherwise charge, refund or take any other billing actions) from Subscriber on a recurring basis, including without limitation via Anchor's payment provider, and to make any inquiries Anchor deems necessary to validate Subscriber's designated payment account or financial information, in order to ensure prompt payment. Payment of Fees may be processed through a third party payment processing service (which will receive and process Subscriber's billing information), and additional terms may apply to such payments.

6. OWNERSHIP.

- 6.1. Service. As between the parties, Anchor is, and shall be, the sole and exclusive owner of all Intellectual Property Rights in and to: (a) the Service; and (b) any and all improvements, derivative works, modifications, and/or customizations of/to the Service, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Anchor to ensure and/or provide Anchor the ownership rights set forth in the preceding sentence.
- 6.2. Customer Content. As between the parties, Customer is, and shall be, the sole and exclusive owner of all Customer Content. Customer hereby grants to Anchor a worldwide, perpetual, royalty free, non-exclusive right and license to collect, use, process, display, analyze copy and store the Customer Content in order to provide the Services, and administer and make improvements to the Services.
- 6.3. Feedback. In the event that Customer (or any person on Customer's behalf) provides any suggestions or similar feedback regarding the Service or any part thereof ("**Feedback**"), Anchor shall be entitled, in perpetuity, to use and commercially exploit such Feedback without any obligation or restriction whatsoever. Customer hereby waives any right to the Feedback, including but not limited to, any right for royalties or any other consideration, and undertake to treat the Feedback as Confidential Information (as defined below) of Anchor.

7. CONFIDENTIALITY. Each party and/or its Affiliates (the "**Recipient**") may have access to certain non-public or proprietary information and materials of the other party and/or its Affiliates (the "**Discloser**"), whether in tangible or intangible form ("**Confidential Information**"). Confidential Information shall not include information and material which: (a) at the time of disclosure by Discloser to Recipient hereunder, was in the public domain; (b) after disclosure by Discloser to Recipient hereunder, becomes part of the public domain through no fault of the Recipient; (c) was rightfully in the Recipient's possession at the time of disclosure by the Discloser hereunder, and which is not subject to prior continuing obligations of confidentiality; (d) is rightfully disclosed to the Recipient by a third party having the lawful right to do so; or (e) independently developed by the Recipient without use of, or reliance upon, Confidential Information received from the Discloser. The Recipient shall not disclose the Discloser's Confidential Information to any third party, except to its employees, advisers, agents and investors, subject to substantially similar written confidentiality undertakings. Recipient shall take commercially reasonable measures, at a level at least as protective as those taken to protect its own Confidential Information of like nature, to protect the Discloser's Confidential Information within its possession or control, from disclosure to a third party. The Recipient shall use the Discloser's Confidential Information solely for the purposes of performing under this Agreement. In the event that Recipient is required to disclose Confidential Information of the Discloser pursuant to any Law, regulation, or governmental or judicial order, the Recipient will (a) promptly notify Discloser in writing of such Law, regulation or order, (b) reasonably cooperate with Discloser in opposing such disclosure, (c) only disclose to the extent required by such Law, regulation or order (as the case may be). Upon termination of this Agreement, or otherwise upon reasonable written request by the Discloser, the Recipient shall promptly return to Discloser its Confidential Information (or if embodied electronically, permanently erase it, and if requested, certify such erasure in a signed writing).

8. DISCLAIMERS.

- 8.1. THE SERVICE AND ALL OTHER SERVICES AND ITEMS PROVIDED OR MADE AVAILABLE BY ANCHOR ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED BY ANCHOR AND ITS LICENSORS;

- 8.2. ANCHOR DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, COMPLETENESS, OR QUALITY OF THE SERVICE OR OTHER SERVICES AND ITEMS PROVIDED OR MADE AVAILABLE BY ANCHOR, THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY GOVERNMENT REGULATIONS OR STANDARDS.
- 8.3. If Subscriber and/or User chooses to use Anchor's Service, Anchor may facilitate payments between User and Subscriber on Subscriber's behalf, in which case Anchor will use commercially reasonable efforts to facilitate such payments. To the maximum extent permitted by law: (i) such payments shall be deemed made by User or Subscriber (as applicable) and not by Anchor; (ii) Anchor is merely the facilitator of any such payments as part of the Services, and the obligation to pay, and/or any other obligation, requirement or consequence, in relation to such payment or the transaction (including the provision of services rendered for such payments) between User and Subscriber, resides solely with them; and (iii) Anchor bears no responsibility or liability of any kind in relation to the foregoing, including, without limitation, in relation to tax, anti-money laundering and/or any disputes between Subscriber and User.
- 8.4. **The above disclaimers apply to the maximum extent permitted by applicable Law.** If Customer is a consumer under its applicable Law, Customer may have legal rights in its country of residence which would prohibit the above disclaimers from (fully or partially) applying to Customer, and, to the extent the above disclaimers are prohibited, then Customer and Anchor agree that they will not apply to Customer.

9. LIMITATION OF LIABILITY.

- 9.1. IN NO EVENT WILL ANCHOR, ITS AFFILIATES, SUBCONTRACTORS AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, DATA, INACCURACY OF DATA, PAYMENT FAILURE, DOWNTIME, IDENTITY THEFT, GOODWILL, BUSINESS, PROFITS, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, FINES OR OTHER PENALTIES FOR NONCOMPLIANCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, CONFIDENTIAL INFORMATION, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ANCHOR (AND ITS LICENSORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, ANCHOR'S TOTAL CUMULATIVE LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO ANCHOR BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold harmless Anchor, its affiliates, and its respective officers, directors, employees and agents, and subcontractors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) Customer's use of, or inability to use, the Services; (ii) Customer's violation of this Agreement; and (iii) Customer's violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing Customer's obligations under this Section, Anchor reserves the right (at Customer's expense), but is not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by Customer if Customer chooses not to defend or settle it. Customer agrees not to settle any matter subject to an indemnification by Customer without first obtaining Anchor's express written approval.

11. TERM AND TERMINATION

- 11.1. **Term.** This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect for the applicable Subscription term (the "**Term**").
- 11.2. **Termination for Cause.** Each party may terminate this Agreement immediately upon written notice to the other party: (a) if the other party commits a material breach under this Agreement and fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach; and/or (b) if the other party is declared bankrupt by a judicial decision, or, in the event an involuntary bankruptcy action is filed against such other party, it has not taken, within sixty (60) days from service of such action to such party, any possible action under applicable law for such filed action to be dismissed.
- 11.3. **Termination for Convenience.** Each party may terminate this Agreement for convenience, for cause, or for any other reason, at any time, via the functionality offered through the Service or by a written notice, in accordance

with this Agreement. In such case, termination will take effect at the end of the then-current Billing Cycle (and until that date Customer will still be able to use the Service), and Customer will not be charged for the subsequent Billing Cycle. For the avoidance of doubt, any pre-paid Fees will not be refunded. If Customer objects to any provision of this Agreement, or becomes dissatisfied with the Service in any way, Customer agrees that its sole remedy, and Anchor's sole obligation liability, is for Customer to terminate this Agreement as aforementioned.

- 11.4. Consequences of Termination. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities that accrued as of the effective date of termination. Upon termination of this Agreement: (i) the Subscription will automatically terminate and be deemed revoked, and Customer will immediately lose all access to, and use of, the Service; (ii) Customer's Account and related access credentials shall be terminated, and Customer shall be responsible for download or backing up any Customer Content, and Anchor shall not be required (unless required by applicable Law) to retain any Customer Content on Anchor's databases and servers hosting the Service; and (iii) Customer shall promptly pay any unpaid amounts that are outstanding as of termination.
- 11.5. Survival. Sections 6 (Ownership) through 16 (Miscellaneous) inclusive, as well as any other provision which is intended to survive termination of this Agreement, shall survive termination.
12. PRIVACY. Customer hereby warrants and represents that it will (i) provide all appropriate notices, (ii) obtain all required informed consents and/or have any and all ongoing legal bases, and (iii) comply at all times with any and all applicable privacy and data protection laws and regulations, for allowing Anchor to use and process the data in accordance with this Agreement (including, without limitation, the provision of such data to Anchor (or access thereto) and the transfer of such data by Anchor to its Affiliates, subsidiaries and subcontractors), for the provision of the Services and the performance of this Agreement. In the event Customer fails to comply with any data protection or privacy law or regulation then: (a) to the maximum extent permitted by Law, Customer shall be solely and fully responsible and liable for any such breach, violation or infringement; and (b) in the event of any claim of any kind related to any such breach, violation or infringement, Customer shall defend, hold harmless and indemnify Anchor and Anchor's Affiliates (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees.
13. GOVERNING LAW; JURISDICTION AND VENUE. These Terms shall be governed by the laws of the State of Delaware, without reference to its conflict of laws rules. The exclusive jurisdiction and venue for all disputes hereunder shall be the courts located in Delaware, and each party hereby irrevocably consents to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are excluded from these Terms. Customer agrees that any claim it may have against Anchor must be brought individually and Customer shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against Anchor. Each party irrevocably waives its right to trial of any issue by jury. Except to seek equitable relief, or to otherwise protect or enforce a party's intellectual property rights or confidentiality obligations, no action, regardless of form, under this agreement may be brought by either party more than one (1) year after termination of the agreement.
14. THIRD PARTY SOFTWARE AND SERVICE
- 14.1. Customer expressly acknowledges that: (i) the Service may include third party components ("**Third Party Software**"), which shall be used by Customer solely in conjunction with the Service, and shall not be used for any other purpose without the prior written consent of Anchor; (ii) Certain services (including access to online payments, online invoicing, digitization, storage of receipts and other online services related or governed by the use of the Service) ("**Third Party Service**") are provided by financial institutions or other third party service providers, and Customer may be directed to websites of such Third Party Services. Customer hereby authorizes Anchor and such Third Party Service providers to access its Account or any of its applicable third party accounts on Customer's behalf or on behalf of the principal account holder, and retrieve the relevant information for the purpose of performing the Services, which may include aggregation of bank transaction data as well as account verification.
- 14.2. Customer acknowledges that such Third Party Software and Third Party Services are completely independent of the Service and Anchor has no control over them. Such Third Party Service providers may include Stripe and Plaid for the payment facilitation and Anchor may, in the future, use other Third Party Service providers. Anchor disclaims all liability in respect of Customer's use, ability or inability to use them or any of the content of such services. Anchor may in its sole discretion and without notice to Customer, discontinue such services which could delay or adversely affect the Services performed by Anchor. The Third Party Software and Third Party Services are provided "As-Is" without any warranty of any kind, and subject to the license terms attached to such Third Party Software or Third Party Services, the provisions of this Agreement shall apply to all such Third Party Software providers and Third Party Service providers, and Third Party Software and Third Party Services as if they were Anchor and the Service respectively. In the event of any inconsistencies or conflicting provisions

between the Third Party Software licenses or the Third Party Services licenses, on one hand, and the provisions of this Agreement, on the other hand, the provisions of the Third Party Software licenses or the Third Party Services licenses shall prevail, including, without limitation, Stripe's terms available at <https://stripe.com/ssa> and Plaid's terms available at <https://plaid.com/legal/>. Anchor is not obligated to review the information provided by Customer for any purpose, including but not limited to accuracy. It is entirely Customer's responsibility to ensure the accuracy, completeness and timeliness of any information provided to Anchor or to any Third Party Service providers in connection with any of the Services.

- 14.3. If Customer chooses to synchronize its Account with its accounting software, Customer understands and agrees that Customer is solely responsible for the information and data that Customer chooses to synchronize and share between the Account and the accounting software. If Customer chooses to do so, Customer is making a determination that the accounting software is sufficiently secure to protect its Account. Customer understands and agrees that such use is subject to the terms of service and privacy policy of the software provider.
15. **NO LEGAL ADVICE.** Anchor does not provide professional accounting services, legal services legal opinions, recommendations, referrals, and/or counseling, and the Services do not constitute legal advice under any jurisdiction. Customer's use of and reliance upon the services is entirely at Customer's sole discretion and risk. Anchor is not involved in agreements between Customer and other parties. ANCHOR, ITS AFFILIATES AND/OR SUBCONTRACTORS MAKE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE INFORMATION PROVIDED BY IT OR BY THIRD PARTIES IN CONNECTION WITH THE SERVICES PERFORMED BY ANCHOR HEREUNDER. ANCHOR, ITS AFFILIATES AND/OR SUBCONTRACTORS ALSO DISCLAIM ANY RESPONSIBILITY FOR ANY INFORMATION OR REPRESENTATIONS, MADE OR PROVIDED BY CUSTOMER. ANCHOR, ITS AFFILIATES AND SUBCONTRACTORS DO NOT INTEND NOR REPRESENT THE PROVISION OF LEGAL ADVICE THROUGH ANY OF ITS SERVICES, WORK OR DOCUMENTATION. CUSTOMER IS ADVISED TO CONSULT SEPARATELY WITH LEGAL ADVISORS, AS CUSTOMER SEES FIT.
16. **MISCELLANEOUS.**
- 16.1. **Entire Agreement.** This Agreement (and any document or agreement referenced herein) represents the entire agreement between Anchor and Customer with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between Customer and Anchor with respect to such subject matter. The Section headings in this Agreement are for convenience of reading only, and shall not to be used or relied upon for interpretive purposes.
- 16.2. **Age Representation.** Customer represents that it is at least eighteen (18) years old.
- 16.3. **Anchor Affiliates.** At Anchor's sole discretion, any Anchor obligation hereunder may be performed (in whole or in part), and any Anchor right or remedy may be exercised (in whole or in part), by an Anchor Affiliate. Without limiting the generality of the foregoing, Anchor may assign its right to invoice and receive payments under this Agreement to an Anchor Affiliate.
- 16.4. **Assignment.** Anchor may assign this Agreement (or any of its rights and/or obligations hereunder) without Customer's consent, and without notice or obligation to Customer. This Agreement is personal to Customer, and Customer shall not assign (or in any other way transfer) this Agreement (or any of its obligations or rights hereunder) without Anchor's express prior written consent. Any prohibited assignment shall be null and void.
- 16.5. **Severability.** If any provision of this Agreement is held by a competent court to be invalid or unenforceable under applicable Law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event, this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable Law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 16.6. **Remedies.** Except as may be expressly stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.
- 16.7. **Waiver.** No failure or delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by Customer, emails will be acceptable; for waivers by Anchor, the writing must be duly signed by an authorized representative of Anchor), and shall be valid only in the specific instance in which given.

- 16.8. Relationship. The relationship of the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties.
- 16.9. Notices. Customer agree that Anchor may send Customer notices by email, via Customer's Account, by regular mail, and/or via postings on or through the functionality of the Service. Except as stated otherwise in this Agreement or required by Law applicable to Customer, Customer agrees to send all notices to Anchor, to support@anchor.sh
- 16.10. No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement (such as Anchor Affiliates), there shall be no third-party beneficiaries of or under this Agreement.
- 16.11. Force Majeure. Anchor shall not be responsible for any failure to perform any obligation or provide any service hereunder because of any (a) pandemics or any act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (d) other similar cause beyond Anchor's reasonable control. For the avoidance of doubt, any problems relating to the hosting of the Service shall not be deemed within Anchor's reasonable control.
- 16.12. Language; Electronic Contract. The language of this Agreement is expressly agreed to be the English language. By entering into the Agreement, Customer hereby irrevocably waives to the maximum extent legally permitted, any Law applicable to Customer requiring that the Agreement be localized to meet Customer's language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records. Anchor may be able (but is not obligated) to provide Customer with copies of this Agreement on written request; *however*, please be sure to print a copy of this Agreement for Customer's own records.
- 16.13. Modification to Service. Anchor reserves the right, at any time, to: (i) discontinue, change, update or modify the Service or any aspect or feature thereof, including Third Party Software and Third Party Services; (ii) reduce or otherwise modify the storage capacity of the Service; and (iii) remove or limit Customer's access to any aspect or feature of the Service, provided that Anchor shall use reasonable efforts to ensure such discontinuance, change, update, or modification does not materially affect the quality or performance of the Service licensed to Customer. Customer shall not be entitled to any refund or compensation pursuant to such modifications.