

N95DECON

TERMS OF USE

Last Modified: April 13, 2020

Welcome to N95DECON.org, a website of N95DECON, Inc. (“**N95DECON**,” “**we**,” “**our**,” or “**us**”). This page explains the terms by which you may use our website (collectively the “**Website**”). By accessing or using the Website, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (“**Agreement**”) and to the collection and use of your information as set forth in the N95DECON Privacy Policy (<https://www.n95decon.org/s/N95DECON-Privacy-Policy.pdf>), whether or not you are a registered user of our Website. N95DECON reserves the right to make unilateral modifications to these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Website (“**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. Use of Our Website

A. Eligibility

This is a contract between you and N95DECON. You must read and agree to these terms before using the Website. If you do not agree, you may not use the Website. You may use the Website only if you can form a binding contract with N95DECON, 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 Website by anyone under 13 is strictly prohibited and in violation of this Agreement. The Website is not available to any Users previously removed from the Website by N95DECON.

B. Access to the Website

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 Website as permitted by the features of the Website. N95DECON reserves all rights not expressly granted herein in the Website and the N95DECON Content (as defined below). N95DECON may terminate this license at any time for any reason or no reason.

C. Website Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Website in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Website in a manner that sends more request messages to the N95DECON servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that N95DECON grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from N95DECON.org for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Website; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Website; (vii) collecting or harvesting any personally identifiable information, including account names,

from the Website; (viii) using the Website for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Website; (xi) accessing any content on the Website through any technology or means other than those provided or authorized by the Website; or (xii) bypassing the measures we may use to prevent or restrict access to the Website, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the content therein.

We may, without prior notice, change the Website; stop providing the Website or features of the Website, to you or to Users generally; or create usage limits for the Website. We may permanently or temporarily terminate or suspend your access to the Website 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.

You are solely responsible for your interactions with other N95DECON Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. N95DECON shall have no liability for your interactions with other Users, or for any User's action or inaction.

2. User Content

Some areas of the Website allow Users to post or provide content such as profile information, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Website 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, by providing or sharing User Content through the Website, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. N95DECON has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Website.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. N95DECON reserves the right, but is not obligated, to reject and/or remove any User Content that N95DECON believes, in its sole discretion, violates any of these provisions. You understand that publishing your User Content on the Website is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

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:

A. 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 Website and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

B. 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.

C. Your User Content and N95DECON's use thereof as contemplated by this Agreement and the Website 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.

D. N95DECON 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.

E. To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

N95DECON 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 Website. 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 Website, 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 N95DECON shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

3. User Content License Grant

By making available any User Content through the Website, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to N95DECON 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 Website and N95DECON's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels.

4. Our Proprietary Rights

A. N95DECON Content

Except for your User Content, the Website and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos (including the N95DECON Logo described below), patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "**N95DECON Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of N95DECON and its licensors.

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 N95DECON Content. Use of the N95DECON Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

B. N95DECON Logo

N95DECON may make the N95DECON logo (the “**N95DECON Logo**”) available to you for download on the Website. Subject to the terms and conditions of this Agreement, you are hereby granted a nonexclusive, limited, non-transferable, freely revocable license to use the N95DECON Logo solely to describe or refer to N95DECON’s products or services or the Website. You are authorized to use the N95DECON Logo only on the condition that you download images of the N95DECON Logo directly from the Website, and only on the further condition that you (in a manner reasonable to the medium and context) include the URL or a hyperlink to the Website. You are not authorized to (i) modify, create derivative works of, combine with other images, or otherwise present the N95DECON Logo in a different form than appears on the Website; (ii) use the N95DECON Logo to imply endorsement by or association with N95DECON; (iii) redistribute the N95DECON Logo as stock or as a design template; or (iv) use the N95DECON Logo in connection with applications, websites, databases, or digital content that criticizes N95DECON. N95DECON retains the right to revoke this license for any reason or for no reason.

C. Feedback

You may choose to or we may invite you to submit comments or ideas about the Website and/or the N95DECON Content, including without limitation about how to improve the Website, the N95DECON Content, or our products or services (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place N95DECON 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, N95DECON does not waive any rights to use similar or related ideas previously known to N95DECON, or developed by its employees, or obtained from sources other than you.

5. No Professional Advice

The Website is for INFORMATIONAL PURPOSES ONLY and DOES NOT CONSTITUTE THE PROVIDING OF MEDICAL ADVICE and IS NOT INTENDED TO BE A SUBSTITUTE FOR INDEPENDENT PROFESSIONAL MEDICAL JUDGMENT, ADVICE, DIAGNOSIS, OR TREATMENT. Use or reliance on any Content provided by N95DECON is SOLELY AT YOUR OWN RISK. A link to the full N95DECON disclaimer can be found at <https://www.n95decon.org/disclaimer>.

6. Privacy

We care about the privacy of our Users. You understand that by using the Websites you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy (<https://www.n95decon.org/s/N95DECON-Privacy-Policy.pdf>), and to have your personally identifiable information collected, used, transferred to and processed in the United States.

7. Security

N95DECON uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. 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. Third-Party Links and Information

The Website may contain links to third-party materials that are not owned or controlled by N95DECON. N95DECON 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 Website 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 N95DECON's Privacy Policy do not apply to your use of such sites. You expressly relieve N95DECON from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Website, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that N95DECON shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

9. Indemnity

You agree to defend, indemnify and hold harmless N95DECON 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 Website, 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 account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Website with your unique username, password or other appropriate security code.

10. No Warranty

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE WEBSITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE 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 N95DECON OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, N95DECON, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE WEBSITE.

N95DECON DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SITE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEBSITE OR SITE, AND N95DECON 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.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL N95DECON, 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, THIS WEBSITE. UNDER NO CIRCUMSTANCES WILL N95DECON BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE WEBSITE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, N95DECON 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 WEBSITE; (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 WEBSITE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE 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 WEBSITE; AND/OR (vii) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL N95DECON, 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 N95DECON 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 N95DECON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

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.

The Website is controlled and operated from facilities in the United States. N95DECON makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website 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 Website 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 Website are solely directed to individuals, companies, or other entities located in the United States.

12. Governing Law, Dispute Resolution, and Arbitration

A. **Governing Law.** This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted under or in connection with this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco,

California for any actions for which N95DECON retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Francisco, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

B. Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM N95DECON. For any dispute with N95DECON, you agree to first contact us at privacy@n95decon.org and attempt to resolve the dispute with us informally. In the unlikely event that N95DECON has not been able to resolve a dispute it has with you after sixty (60) days, you and N95DECON each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof, by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Seattle, Washington, unless you and N95DECON agree otherwise. If you are an individual using the Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing N95DECON from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

C. Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PRODUCTS OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS YOU AND N95DECON AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND N95DECON ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

13. General

A. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by N95DECON without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to the Agreement. N95DECON 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 N95DECON in our sole discretion. N95DECON 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. N95DECON 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. N95DECON 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 modified' date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Website after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Website.

C. **Entire Agreement/Severability.** This Agreement, together with any amendments and any additional agreements you may enter into with N95DECON in connection with the Website, shall constitute the entire agreement between you and N95DECON concerning the Website. 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.

D. **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 N95DECON's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. **California Residents.** The provider of services is N95DECON, Inc., c/o Hana El-Samad, 550 16th Street, Byers Hall, Floor 4, San Francisco, CA 94143, privacy@n95decon.org. 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 Sites 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.