



## Terms and Conditions

Initial Effective Date: Feb 14, 2019

Last Update Date: March 31, 2020

**PLEASE READ CAREFULLY – LEGALLY BINDING TERMS:** These Terms of Service (“Terms of Service” or these “Terms”) are made by and between BrainSword LLC (“Brainsword” or “we” or “us” or “our”), and you, the user of our Services (“you” or “your”), and, together with our Privacy Policy, Cookie Policy, and any documents they incorporate by reference, are legally binding and contain the complete agreement that governs your access to and use of Brainsword’s website at [www.brainsword.com](http://www.brainsword.com) (“Website” or “Site”) and all other Brainsword applications, services, features, websites, and content (collectively, our “Services”).

**AS DESCRIBED BELOW, THESE TERMS PROVIDE FOR THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. YOU CAN OPT-OUT OF THIS AGREEMENT TO ARBITRATE BY CONTACTING [CONTACT@BRAINSWORD.COM](mailto:CONTACT@BRAINSWORD.COM) WITHIN 30 DAYS OF FIRST ACCEPTING THESE TERMS AND STATING THAT YOU (INCLUDE YOUR FIRST AND LAST NAME) DECLINE THIS ARBITRATION AGREEMENT. THERE IS ALSO A LIMITATION ON THE TIME YOU HAVE TO FILE A CLAIM.**

**1. USE OF OUR SERVICES.** BY CREATING A BRAINSWORD ACCOUNT, LOGGING IN TO OUR SERVICES WITH THIRD-PARTY CREDENTIALS (E.G., FACEBOOK CREDENTIALS), OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THE WEBSITE OR OUR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE OR OUR SERVICES. WE RESERVE THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THESE TERMS OF SERVICE (AND ANY DOCUMENTS INCORPORATED BY REFERENCE) FROM TIME TO TIME AT OUR SOLE AND ABSOLUTE DISCRETION. ALL CHANGES ARE EFFECTIVE IMMEDIATELY WHEN WE POST THEM TO THIS WEBSITE. CONTINUED USE OF ANY PART OF THIS WEBSITE OR OUR SERVICES AFTER CHANGES ARE MADE EFFECTIVE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

YOU ARE HEREBY PUT ON NOTICE THAT YOU ARE OBLIGATED TO PERIODICALLY REVIEW THIS DOCUMENT TO MAKE YOURSELF AWARE OF ANY CHANGES WE MAKE TO IT.

**2. AGE RESTRICTION.** Our Services are not directed to or intended for anyone under the age of 18. If you are under the age of 18, you may not, under any circumstances or for any reason, access or use the Services. If you believe a person under the age of 18 is accessing or

using our Services, please contact us at [contact@brainsword.com](mailto:contact@brainsword.com). We do not knowingly collect information from anyone under the age of 18.

**3. PRIVACY POLICY.** You hereby understand and agree that all the information you provide to us, either directly or passively, is subject to and governed by our Privacy Policy, and Cookie Policy, each of which is incorporated into these Terms of Service by reference. By using our Services, you consent to all actions we take with respect to your information consistent with our Privacy Policy and Cookie Policy.

**4. LIMITED LICENSE TO USE OUR SERVICES.** Subject to Section 9 (Prohibited Uses), below, we hereby grant you a limited, revocable, nontransferable, nonsublicenable, non-exclusive license to use our Services solely in a manner anticipated by Brainsword, and for your own personal, noncommercial use and not for republication, distribution, display, sale, preparation of derivative works, or any other use not expressly authorized herein. You agree not to copy or modify materials or content (including any source code or underlying ideas or algorithms) made available on or through our Services, reverse engineer or break into our Services, or otherwise directly or indirectly use our Services in violation of any law or these Terms of Service. Use of our Services in violation of this limited license or these Terms of Service constitutes, among other things, intellectual property infringement under applicable law. Notwithstanding this limited license to access and use our Services, we may, in our sole and absolute discretion: (i) restrict, deactivate, and terminate your access to the Site and our Services; (ii) modify or discontinue providing access to the Site or our Services; or (iii) place limits or restrictions on your ability to access parts or all of our Services without notice or liability. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuance of our Services is to terminate your use of the Site and our Services.

**5. AVAILABILITY; CHANGES TO OUR SERVICES.** We do not guarantee our Services will be made available when you want to access them. We reserve the right, in our sole and absolute discretion, to update, remove, edit, replace, change, or otherwise modify our Services at any time and for any reason (or for no reason at all) without notice or liability. Any materials or content made available on or through our Services may be out of date at any given time, and we are under no obligation to update such materials.

**6. REGISTRATION.** You are not required to register or create an account to access our Services, however certain aspects and functions of our Services are only available to registered users, such as tracking your game progress. To become a registered user, you have the option of creating a dedicated Brainsword account or logging into our Services with certain third-party credentials, such as your Facebook credentials. If you use third-party credentials to access our Services, you agree to our collection, storage, and use of the information about you that we receive from these third parties as set forth in our Privacy Policy.

When creating an account to access and use our Services, you agree to the following: (1) you will provide complete, current, and accurate information; (2) you will not create an account for anyone other than yourself without permission; (3) you will not impersonate any person not you; (4) you will not solicit or use another person's email address to create a Brainsword account; (5) you will not solicit or use another person's third-party credentials to access our Services; (6) you will not create more than one personal account; (7) if we disable, or otherwise terminate, your account or your ability to login with third-party credentials, you will not create another account or login with third-party credentials without our express written consent; (8) you will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account; (9) you will not transfer your account to anyone without first getting our

express written consent; and (10) you consent to Brainsword removing or reclaiming your profile name if we believe it is appropriate.

By registering, accessing, or otherwise using our Services, you agree that you are solely responsible for the activity that occurs on your account, and that you must keep your account password secure (including any third-party credentials you use to access our Services). If you lose a device containing your username and password, such as a laptop, desktop, or smartphone, or if such a device is stolen, it is up to you to take all the steps necessary to protect yourself. **YOU AGREE THAT Brainsword WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY PROTECT YOUR PASSWORD OR OTHER CREDENTIALS USED TO ACCESS OUR SERVICES.**

**7. PREMIUM MEMBERSHIP.** In addition to becoming a registered user, if available, you have the option of purchasing a premium membership as described on the Website.

**8. RELIANCE ON INFORMATION.** The information presented on or through our Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim any and all liability and responsibility arising from any reliance placed on such materials by you or by anyone who is informed of any of its contents. Our Services may include content provided by third parties, including without limitation content provided by other users and third-party advertisers. All statements or opinions expressed in such third-party content are solely the opinions and the responsibility of the person or entity providing this content. Such third-party content does not necessarily reflect the opinion of Brainsword. We are not responsible or liable to you or any third party for the content provided by any third parties.

**9. PROHIBITED USES.** You may access and use our Services only for lawful purposes and in accordance with these Terms of Service or any other operating rules, policies, or procedures that we may publish from time to time on the Website, each of which is incorporated by reference. You agree not to use our Services (directly or indirectly):

- (a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- (b) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set forth in these Terms of Service. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "spam," or any other similar solicitation. To impersonate or attempt to impersonate Brainsword, a Brainsword owner, executive, or employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- (c) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Services, or which, as determined by us, may harm Brainsword or users of our Services or expose us or them to liability.

Additionally, you agree not to (directly or indirectly):

- (d) Delete or alter any copyright, trademark, or other proprietary rights notices displayed in connection with the materials or content made available on or through our Services. Use our Services in any manner that could disable, overburden, damage, or impair our Services or interfere with any other party's use of our Services, including their ability to engage in real time activities on or through our Services.
- (e) Use any robot, spider, or other automatic device, process, or means to access our Services for any purpose, including monitoring or copying any of the material or content made available on or through our Services.
- (f) Use any manual or automatic process to monitor or copy any of the material or content made available on or through our Services or for any other unauthorized purpose without our prior written consent.
- (g) Use any device, software, or routine that interferes with the proper working of our Services. Introduces any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- (h) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of our Services, the server or servers on which our Services are stored or accessed, or any other server, computer, or database connected to our Services.
- (i) Attack our Services via a denial-of-service attack or distributed denial-of-service attack. Otherwise attempt to interfere with the proper working of our Services.

**10. OWNERSHIP OF THE SERVICES.** All content and material made available on or through our Services and the Services in and of themselves are and shall continue to be the exclusive property of Brainsword, its affiliates, and its licensors (where applicable), and such content and material and our Services, in whole or in part, are individually and collectively protected by copyrights, patents, trademarks, trade secrets, and other proprietary rights. Except as expressly permitted in these Terms of Service, any copying, redistribution, use, modification, or publication by you of any such content or material or our Services, in whole or in part, is strictly prohibited. Under no circumstances will you acquire any ownership rights or other interest in or to any such content or material or our Services, in whole or in part, by or through your use of our Services. We do not warrant or represent to you that your use of our Services will not infringe the rights of third parties.

**11. CONTESTS.** We may provide contests on the Site. The rules, regulations, and procedures governing such contests ("**Contest Rules**") will be accessible through a hypertext link displayed on the web page where the contest or game may be located. By entering or participating in any of our contests or games, you agree to be subject to those rules, regulations and procedures as well as the terms and conditions of these Terms. In the event of a conflict between any Contest Rules and these Terms, the applicable Contest Rules will govern.

**12. TRADEMARKS.** Brainsword, brainsword, the Brainsword logo, and all related names, logos, product and service names, designs, trade names, domain names, and slogans, whether registered or unregistered, are trademarks or service marks of Brainsword or its affiliates or licensors (where applicable). You must not use such marks without the prior written permission of Brainsword. All other names, logos, product and service names, designs, and slogans displayed on or through our Services are the trademarks of their respective owners.

**13. USER CONTENT.** Our Services may contain discussion boards, forums, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Content”) on or through our Services. All User Content must comply with the Content Standards set forth in these Terms of Service. Any User Content you post on or through our Services will be considered non-confidential and non-proprietary. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules, and regulations. We do not endorse any User Content posted on or through our Services.

By posting User Content on or through our Services, you hereby expressly grant to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, a royalty-free, sublicensable, fully transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, syndicate, publicly perform, publicly display, make derivative works of, and otherwise fully exploit all such 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 our Services, including without limitation for promoting and redistributing part or all of our Services (and derivative works thereof) in any media formats and through any media channels (e.g., Facebook, Instagram, Twitter, etc.). To the extent any User Content you submit includes your name, likeness, voice, or photograph, you acknowledge and agree that this license shall apply to the same. You also hereby grant each user of our Services a non-exclusive license to access your User Content through our Services, and to use, reproduce, modify, edit, display, and perform such User Content as permitted through the functionality of our Services and under these Terms of Service. The foregoing license to both us and other users shall continue in perpetuity even if your Brainsword profile or your access to our Services is terminated. In no event shall you be entitled to any remuneration for the use of any of your User Content. You shall execute and deliver any documents requested by us that are necessary to effectuate the license herein, and hereby appoint Brainsword as your irrevocable attorney-in-fact with respect to User Content, with the right to execute and deliver any documents, in your name and on your behalf, to ensure that Brainsword (and its affiliates, licensees, and service providers) can use your User Content in any way Brainsword sees fit, including without limitation, to protect its rights in and to any copyrightable material it creates or derives from your User Content, and to have your User Content removed from any other website, forum, or service.

You represent and warrant that: (a) you own or control all rights in and to the User Content you post and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights; and (b) all of the User Content you post does and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any User Content you post, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of our Services.

**14. THIRD-PARTY INTERNET RESOURCES; ADVERTISERS.** Our Services may contain links to third-party websites, advertisers, information, services, or other resources on the

Internet (collectively, "Third-Party Internet Resources"). Third-Party Internet Resources may also contain links to our Services. These Third-Party Internet Resources are not owned or controlled by us, and as such, we make no representations or warranties about the content, completeness, quality, legality, appropriateness, or accuracy of any such Third-Party Internet Resource. Hyperlinks to Third-Party Internet Resources are provided as a service to users and are not sponsored by, endorsed, or otherwise affiliated with our Services or us. If you decide to access any Third-Party Internet Resources from our Services, you do so entirely at your own risk. You expressly acknowledge and agree that we are not responsible or liable, directly or indirectly, for any loss, damage, cost, or injury arising from your use of or reliance on any aspect of a Third-Party Internet Resource linked to or from our Services. Additionally, your dealings with or participation in promotions of advertisers found on or through our Services are solely between you and such advertisers. You expressly acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any loss, damage, cost, or injury of any sort relating to your dealings with such advertisers.

**15. LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES.** You may link to our Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Our Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content made available on or through our Services.  
Send emails or other communications with certain content, or links to certain content, made available on or through our Services.
- Cause limited portions of content made available on or through our Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as we provide them and solely with as we display them. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause any content made available on or through our Services or portions of such content to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of our Services other than the Website homepage.
- Otherwise take any action with respect to the content or materials made available on or through our Services that is inconsistent with any other provision of these Terms of Service. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set forth in these Terms of Service. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice or liability. We may disable all or any social media features and any links at any time without notice in our discretion and without any liability.

**16. COPYRIGHT INFRINGEMENT.** The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Brainsword infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works);
- Identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Brainsword to locate the material on the Site;
- The name, address, telephone number, and email address (if available) of the complaining party;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Brainsword a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see [www.copyright.gov](http://www.copyright.gov) for details. Notices and counter-notices with respect to the Site or our Services should be sent to 421 Saint Lawrence Ave. Reno, NV 89509. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

**17. CONTENT STANDARDS.** These content standards apply to all User Content and use of Interactive Services. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.  
Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.  
Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.  
Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising, unless expressly authorized by us in writing.  
Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**18. MONITORING AND ENFORCEMENT; TERMINATION.** We have the right to: Remove or refuse to post any User Content for any or no reason in our sole discretion. Take any action with respect to any User Content or any other information we receive from you that we deem necessary or appropriate in our sole discretion, including, without limitation, if we believe that your User Content or conduct violates these Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of our Services or the public, or could create liability for Brainsword. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of our Services. Terminate or suspend your access to all or part of our Services for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through our Services. **YOU WAIVE AND HOLD HARMLESS Brainsword (INCLUDING ITS OWNERS AND EMPLOYEES) AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

We cannot review all material before it is posted on or through our Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

**19. SURVIVABILITY.** All provisions of these Terms of Service that by their nature should survive termination of the parties' relationship shall survive termination, including, without limitation, the provisions dealing with Ownership of the Services, Trademarks, User Content, Disclaimer of Warranties, Limitation of Liability, and Indemnification.

**20. INTERNATIONAL USE.** Although our Services may be accessible worldwide, we make no representation or warranty that any content or materials made available on or through our Services are appropriate or available for use in locations outside the United States. Those who choose to access our Services from other locations do so on their own initiative and at their own risk. If you choose to access our Services from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of

products or services purchased over the Internet. Any offer for any product, service, and/or information made in connection with our Services is void where prohibited.

**21. DISCLAIMER OF WARRANTIES.** OUR SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) OUR SERVICES WILL MEET YOUR REQUIREMENTS, (B) OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE EFFECTIVE, ACCURATE, OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT MADE AVAILABLE ON OR THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.

THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH OUR SERVICES, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCT OR SERVICE OFFERING FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

**22. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BRAINSWORD, ITS OWNERS, EXECUTIVES, AFFILIATES, SERVICE PROVIDERS, AGENTS, CONTRACTORS, EMPLOYEES, SUPPLIERS, LICENSEES, LICENSORS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, OUR SERVICES. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME 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 SERVICES; (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES; (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (VI) 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 ON OR THROUGH OUR SERVICES; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE OUR SERVICES, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE USER CONTENT. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT ASPECTS OF OUR SERVICES SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

IN NO EVENT SHALL BRAINSWORD, ITS OWNERS, EXECUTIVES, AFFILIATES, SERVICE PROVIDERS, AGENTS, CONTRACTORS, EMPLOYEES, SUPPLIERS, LICENSEES, LICENSORS, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING \$100 (USD).

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF BRAINSWORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL 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.

**23. INDEMNIFICATION.** You agree to defend, indemnify, and hold harmless Brainsword and its agents, contractors, service providers, licensees, licensors, and other affiliated companies, and their owners, executives, employees, contractors, agents, officers and directors, licensees, licensors, suppliers, successors, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to our Services; (ii) your violation of any provision of these Terms of Service, including without limitation your breach of any representation or warranty made herein; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property right; (iv) your violation of any applicable law, rule, or regulation; or (v) any other party's access and use of our Services with your unique username and password or your third-party credentials.

**24. FORCE MAJEURE.** In addition to any excuse provided by applicable law, we shall be excused from liability for our nonperformance of any applicable obligation relating to our

Services that arises from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

**25. SEVERABILITY.** If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable.

**26. IMPORT AND EXPORT REGULATIONS.** To the extent your use of our Services is subject to U.S. export jurisdiction or the import jurisdiction of other countries, you are solely responsible for complying with all applicable export, re-export, and import control laws and regulations in all applicable jurisdictions. You are prohibited from directly or indirectly using, distributing, transferring, or transmitting any aspect of our Services in violation of such import and export laws and regulations.

**27. GOVERNING LAW; JURISDICTION.** All matters relating to our Services and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or our Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nevada in each case located in Washoe County, Nevada although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You irrevocably waive any and all objections, and consent, to the exercise of jurisdiction over you by such courts and to venue in such courts.

**28. DISPUTE RESOLUTION**

**(A) ARBITRATION – THIS PROVISION HAS AN AFFECT ON YOUR LEGAL RIGHTS. WE MAY REQUIRE YOU TO SUBMIT ANY DISPUTES ARISING FROM THESE TERMS OF SERVICE OR THE USE OF OUR SERVICES, INCLUDING WITHOUT LIMITATION DISPUTES ARISING FROM OR CONCERNING THE INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION OF THE TERMS OF SERVICE, TO FINAL, BINDING, AND INDIVIDUAL ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING Nevada LAW. ANY SUCH ARBITRATION SHALL TAKE PLACE BEFORE A SINGLE ARBITRATOR IN WASHOE COUNTY, NEVADA. THE PARTIES SHALL SHARE THE COSTS OF ARBITRATION EQUALLY, HOWEVER EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS' FEES. ANY PROVISION OF APPLICABLE LAW NOTWITHSTANDING, THE ARBITRATOR WILL NOT HAVE AUTHORITY TO AWARD DAMAGES, REMEDIES, OR AWARDS THAT CONFLICT WITH THESE TERMS OF SERVICE. NOTWITHSTANDING THE FOREGOING, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ITS OWN EXPENSES FOR ARBITRATION COSTS, ATTORNEYS' FEES AND TRAVEL EXPENSES, EXPERT TESTIMONY AND TRAVEL EXPENSES OF EXPERTS, AND FOR ALL OTHER EXPENSES OF PRESENTING ITS CASE.**

**29. CLASS ACTION, JURY TRIAL WAIVER – THIS PROVISION HAS AN AFFECT ON YOUR LEGAL RIGHTS. YOU AGREE THAT ALL OF YOUR CLAIMS (WHETHER IN COURT OR THROUGH ARBITRATION) MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND**

NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF SERVICE, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

**30. OPT OUT.** Arbitration is not a mandatory condition of these Terms. If you do not want to be subject to the Arbitration Section of these Terms, you may opt out of it by notifying Brainsword in writing of your decision by sending, within 30 days of the date you receive these Terms, an electronic message to [contact@brainsword.com](mailto:contact@brainsword.com), stating clearly your full name and intent to opt out of the Arbitration Section. Should you choose not to opt out of Arbitration Section within the 30-day period, you and Brainsword will be bound by the terms of the Arbitration Section. You have the right to consult with counsel of your choice concerning this Arbitration Section. You understand that you will not be subject to retaliation if you exercise your right to opt out of coverage under the Arbitration Section.

**31. LIMITATION ON TIME TO FILE CLAIMS.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR OUR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**32. NO ASSIGNMENT.** These Terms of Service, including any rights and licenses granted hereunder, may not be transferred or assigned by you. Brainsword may assign, transfer, or otherwise delegate all of its rights and obligations hereunder without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

**33. NO AGENCY.** Nothing contained in these Terms of Service or your use of our Services shall be construed to constitute either party as a partner, joint venturer, employee, or agent of the other party, nor shall either party hold itself out as such except as otherwise expressly authorized herein. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability, or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

**34. NOTICES.** All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to [contact@brainsword.com](mailto:contact@brainsword.com), if by email, or to our address at Brainsword LLC, 421 Saint Lawrence Ave. Reno, NV 89509, if by conventional mail. You agree to allow us to submit notices to you either through the email address you provide to us, or to the mailing address we have on record. Any notices or communication under these Terms of Service will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by U.S. mail, return receipt requested; or (d) on the delivery date if transmitted by confirmed email.

**35. NO WAIVER.** The failure of Brainsword to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. Any waiver of these Terms of Service by Brainsword must be in writing and signed by an authorized representative of Brainsword.

**36. INTERPRETATION.** The headings within these Terms of Service are purely for convenience and are not to be used as an aid in interpretation.

**37. ENTIRE AGREEMENT; NO AMENDMENT.** These Terms of Service (and all documents incorporated by reference) constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Service may NOT be altered, supplemented, or amended without our express written consent. To the extent that anything in or associated with our Services is in conflict or inconsistent with these Terms of Service, these Terms of Service shall take precedence.

**38. YOUR COMMENTS.** Please direct any feedback, comments, requests and other communications relating to our Services to: [contact@brainsword.com](mailto:contact@brainsword.com).

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