

JOLT
SERVICE TERMS AND CONDITIONS

Last Updated: December 20, 2018

These Service Terms and Conditions (“**Terms**”) constitute a binding agreement between you and Casual Speakers Ltd. and Jolt Affiliates (as defined below) (collectively, “**Jolt**”, “**we**”, “**us**” and “**our**”), and govern:

- (a) your access to, and use of, <https://www.jolt.io/> (together with its sub-domains, content and services, the “**Website**”); and
- (b) your access to, and use of, Jolt’s community-driven learning ecosystem service made available by and through the Website and the Jolt App (“**Learning Services**”) as a Student (as defined below).

The Learning Services, Website and the Jolt App shall collectively be referred to herein as the “**Service**”.

BY CLICKING “I ACCEPT” OR BY ACCESSING OR USING ANY PART OF THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND ANY OTHER SUPPLEMENTAL TERMS AND POLICIES REFERENCED BELOW THAT ARE EXPRESSLY STATED TO BE INCORPORATED INTO THESE TERMS BY REFERENCE. IF YOU OBJECT TO ANY TERM OR CONDITION OF THESE TERMS OR ANY SUBSEQUENT CHANGES THERETO, OR BECOME DISSATISFIED WITH THE SERVICE IN ANY WAY, YOUR SOLE REMEDY IS TO TERMINATE YOUR SUBSCRIPTION AND CEASE USE OF THE WEBSITE.

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE OR ANY PART THEREOF.

You represent that you are of a legal age in your jurisdiction to form a binding contract, but in any event at least thirteen (18) years old.

Jolt reserves the right to make changes to these Terms at any time by posting the changed Agreement at <https://www.jolt.io/>. Such changes will be effective ten (10) days after such posting, and your continued use of the Service or any part thereof thereafter shall constitute your acceptance of such changes. Please check the above webpage regularly for any changes to these Terms.

At Jolt’s sole discretion, any Jolt obligation hereunder may be performed (in whole or in part), and any Jolt right or remedy may be exercised (in whole or in part), by a Jolt Affiliate (defined below).

1. DEFINITIONS AND INTERPRETATION

These Terms contain a range of capitalized terms, some of which are defined in this Section, and some of which are defined elsewhere.

- 1.1. “**Account Content**” means Content inputted, hosted, submitted, posted, published, or otherwise generated by you under your Account (such as your Account name and profile picture, *etc.*).
- 1.2. “**Content**” means any text, data, information, images, graphics, sounds, videos, audio clips, links, and/or other similar materials.
- 1.3. “**Documentation**” means any electronic manuals, specifications, and similar documentation made available by Jolt for use of the Service.
- 1.4. “**Feature**” means any module, tool, and/or feature of the Service (such as those providing for enrichment of visual content).
- 1.5. “**Jolt Affiliate**” means, with respect to Jolt, any person, organization or entity controlling, controlled by, or under common control with, Jolt, 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.

- 1.6. “**Intellectual Property Rights**” means all intangible legal rights, titles and interests evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements, patents, patent applications, patent disclosures, together with all reissues, continuations, continuations in part, revisions, extensions and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, corporate names, together with translations, adaptations, derivations and combinations thereof, including goodwill associated therewith, and applications, registrations and renewals in connection therewith; (iii) any mask works, work of authorship, regardless of copyrightability, copyrightable works, copyrights (including droit morale), and applications, registrations and renewals in connection therewith; (iv) trade secrets and Confidential Information; and (v) other proprietary rights and any other similar rights, in each case on a worldwide basis, and copies and tangible embodiments thereof, in whatever form or medium.
- 1.7. “**Law**” means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule of any jurisdiction.
- 1.8. “**Moral Rights**” means any rights of paternity or integrity, 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.
- 1.9. “**Session**” means a live lecture, delivered through the Service to Students. a live event delivered through the service by a jolter, attended in person by a Student including the lecture, pertaining discussions, exercises, presentation, handouts, etc.
- 1.10. “**Session Package**” means a combination of multiple Sessions, offered together by Jolt.
- 1.11. “**Student**” (aka *Soji, Moji or Coji*) means a member of the Learning Services.
- 1.12. “**Update**” means an upgrade, update (such as a fix or patch), or other modification, improvement, enhancement or customization to or of the Service.

2. WEBSITE ACCESS AND SUBSCRIPTION

- 2.1. **Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Website, provided that you comply with these Terms and applicable law.
- 2.2. **Subscription to Use the Learning Service and License to App.** The Learning Service and App are offered to Jolt users acting in the Capacity of students (each, a “**Student**”). Subject to these Terms, your registration as Student and payment of the applicable Fees (as defined below), Jolt grants you, and you accept, a limited, personal, revocable, non-exclusive, non-assignable, non-sublicensable, right, during the Term (defined below), to: (i) install the App in executable code version on a device that you own or control; (iii) access and use the Learning Services through the Jolt App, all during the Subscription Term (as defined below), for your internal purposes only and in accordance with your applicable Subscription Plan (defined below) (“**Subscription**”). Jolt offers Students Subscriptions under various Subscription plans, which contain different features and functionalities and may include and allow access to different features of the App and Learning Services (each, a “**Subscription Plan**”).
- 2.3. **Plan Terms.** Your use of the Learning Service shall be subject to the specific terms and conditions of your Subscription Plan displayed during your Subscription purchase process (“**Plan Terms**”), in addition to these Terms, and any such Plan Terms shall be incorporated into, and made part of, these Terms. In the event of any conflict or contradiction between these Terms and any Plan Terms, the Plan Terms shall prevail with respect only to the matter in conflict or contradiction.
- 2.4. **Subscription Term.** The right to use the App, Platform and Learning Services are provided on a Subscription-basis for the period specified in the applicable Subscription Plan (“**Initial Term**”). Subject to continued payment of applicable Fees (defined below) by you, the Initial Term shall renew automatically on the same terms and conditions for equivalent, successive renewal terms (each, a “**Renewal Term**”). The Initial Term and each Renewal Term shall collectively be referred to as the “**Subscription Term**”. You may terminate your Subscription Term only in accordance with Section 2.8 (*Termination of a Subscription*) or as permitted under applicable law.

- 2.5. AVAILABLE Subscription Plans. Jolt reserves the right to change its available Subscription Plan offering at any time, eliminate any Subscription Plans offered by Jolt at any time and/or offer new Subscription Plans, and/or modify the terms and conditions of any available Subscription Plan.
- 2.6. Subscription “Freeze”. You may suspend your subscription upon prior notice to Jolt (“**Subscription Freeze**”) for a period of one (1) consecutive month, upon written request to Jolt via email at: room@jolt.io at least three (3) days prior to the date of the next recurring billing cycle for your Subscription (in case of a yearly Subscription with up-front payment, three (3) days before Fees for the Renewal Term are billed). You shall not be permitted, without Jolt’s expressed prior written approval, to: (i) exercise a Subscription Freeze more than three (3) times per year; and/or (ii) execute consecutive Subscription Freezes (back-to-back). Jolt reserves the right to charge additional fees for extending your Subscription Freeze over three (3) months.

If you choose exercise a Subscription Freeze, then:

- (i) your Subscription and related rights and license to use the Learning Service under these Terms and the applicable Subscription Plan shall not apply during the Subscription Freeze;
- (ii) the Subscription Freeze shall not be counted in the Subscription Term, which shall be extended by the total Subscription Freeze exercised by you during your Subscription Term;
- (iii) you shall not be charged the monthly Fees applicable to the Subscription Freeze (except if such Fees have been paid upfront, according to your Subscription Plan); and
- (iv) your registration to any Sessions or Session Packages schedule to take place during the Subscription Freeze shall be cancelled by Jolt;
- (v) your Coin balance shall remain, but you may not use or redeem your Coins (as defined below) in connection with the Service or participate in Sessions or Session Packages, until the expiration of your Subscription Freeze and you will not be entitled to receive any bonus Coins under your Subscription Plan during the Subscription Freeze.

Upon the Conclusion of the Subscription Freeze, your Subscription shall automatically be re-activated, and you shall continue to be charged the Fees.

2.7. Subscription Plan Changes.

- 2.7.1. You may change your Subscription Plan by submitting a request to do so at room@jolt.io (“**Plan Change Request**”) as provided in this Sections 2.7.2 or 2.7.3 (as applicable). If you wish to change your Subscription Plan, you will be required to: (i) specify the new Subscription Plan you wish to receive in the Plan Change Request; (ii) to provide current, complete and accurate information in connection with your Subscription in the Plan Change Request; and (iii) pay the Applicable Fees for the new Subscription Plan.
- 2.7.2. If you wish to change your Subscription Plan from a monthly paid Subscription Plan to a yearly upfront paid Subscription Plan, you must send the Plan Change Request at least three (3) days prior to the date of the next recurring billing cycle for your current Subscription Plan. If you change your Subscription Plan and such change is confirmed by Jolt, your new Subscription Plan shall become effective as of the day following the date of such next recurring billing cycle for your current Subscription Plan.
- 2.7.3. If you wish to change your Subscription Plan from a yearly upfront paid Subscription Plan to a monthly paid Subscription Plan, you must send the Plan Change Request at least three (3) days prior to the date of the three (3) month, six (6) month, nine (9) month or twelve (12) month anniversary of your Subscription Plan coming into effect (each such date, an “**Exit Point**”). If you change your Subscription Plan and such change is confirmed by Jolt, your new Subscription Plan shall become effective as of the day following the relevant Exit Point.

2.8. Termination of Subscription.

- 2.8.1. You may terminate you Subscription by giving Jolt prior written notice at room@jolt.io (“**Termination Notice**”), as provided in this Sections 2.8.2 or 2.8.3 (as applicable). Upon Termination of your Subscription: (i) you must immediately cease use of the Service; (ii) your

access to your Account will be disabled, and Jolt may permanently delete your Account Content and/or nullify your Coins (as defined below) balance.

- 2.8.2. If you wish to terminate a monthly paid Subscription Plan, you must send the Termination Notice at least three (3) days prior to the date of the next recurring billing cycle for your current Subscription Plan. The termination shall become effective as of the day following the date of such next recurring billing cycle.
- 2.8.3. If you wish to terminate a yearly upfront paid Subscription Plan, you must send the Termination Notice at least three (3) days prior to the date of any monthly anniversary of the date on which your Subscription Plan became effective. The termination shall become effective as of the day following such monthly anniversary.

3. ACCOUNT AND REGISTRATION

- 3.1. **Account Creation.** In order to use some of the Service features, you must create an account (in each case, “**Account**”), by submitting the information requested in the applicable electronic form, or by otherwise logging in through a supported third party platform. You must create an Account in order to become a Student. You shall not be permitted to use the Learning Services and/or participate in Sessions or Session Packages, unless you are a Student.
- 3.2. **Students.** In order to become a Student, in addition to creating an Account (as defined below) and complying with any other applicable requirements set forth in the Terms, you must:
 - (a) Apply to become a Student by submitting the information requested in the applicable electronic form of the Website (“**Student Application**”). Your Student Application shall be subject to our review, and we may approve or reject it at our sole and absolute discretion. We shall have no liability to you or to any third party in connection with rejecting any Student Application of any Service user (including you), and you hereby waive any claim you may have with respect to the foregoing. You may register as a Student as provided in Subsection (b) below only if and when Jolt has notified you, in any manner as may be selected by Jolt, that your registration application has been approved. A mere indication of receipt of a Student Application does not constitute an approval thereof.
 - (b) If you have been notified by Jolt that your Student Application has been approved, you may register to become a Student by submitting the information requested in the applicable electronic form of the Website.
 - (c) Purchase a Subscription and pay the applicable Fees.
- 3.3. **General Obligations.** You represent and warrant that all information submitted during the Account creation, Student Application and your registration process as a Student is, and will thereafter remain, complete and accurate. As between you and Jolt, you alone shall be responsible and liable for maintaining the confidentiality and security of your Account credentials, as well as for all activities that occur under or in the Account. You shall immediately notify Jolt in writing of any unauthorized access to, or use of, your Account, or any other suspected or actual breach of security; but you also acknowledge that Jolt may be unable to remedy the damage or loss (or otherwise assist) in such scenarios.

4. APP USAGE RULES

- 4.1. **General Usage Rules.** If you are downloading the mobile app version of the Service (“**Jolt App**”) from a third party app-distribution platform or store (an “**App Platform**”), please be aware that the App Platform may have established usage rules which also govern your use of the Jolt App (“**Usage Rules**”). We specifically refer to the Usage Rules of certain App Platforms in Section 4.2 (*Apple*) below, but other Usage Rules may be applicable depending on where the Jolt App has been downloaded from. You represent that, prior to downloading the Jolt App from an App Platform, you have had the opportunity to review and understand its Usage Rules, and you warrant that you will comply with its Usage Rules. The Usage Rules that are applicable to your use of the Jolt App and are hereby incorporated into these Terms by reference. You also represent that you are not prohibited by any applicable Usage Rules and/or applicable Law from using the Jolt App; if you are unable to make such a representation you may not download or otherwise use the Jolt App.

4.2. Apple. If you download the Jolt App from the Apple, Inc. (“**Apple**”) App Store (or in any event if you download an Apple iOS app) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

- (a) You acknowledge and agree that:
 - (i) the Agreement is concluded between Jolt and you only, and not with Apple, and Jolt and its licensors, and not Apple, are solely responsible for the Jolt App and the content thereof.
 - (ii) your use of the Jolt App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into these Terms.
 - (iii) the rights granted in Section 2 (*Website Access and Subscription*) is limited to a non-transferable right to use the Jolt App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;
 - (iv) Jolt is solely responsible for providing any maintenance and support services with respect to the Jolt App, as specified in the Agreement, or as required under applicable Law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Jolt App;
 - (v) Jolt is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Jolt App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the Jolt App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Jolt App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Jolt’s sole responsibility;
 - (vi) Jolt, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the Jolt App or your possession and/or use of the Jolt App, including, but not limited to: (a) product liability claims; (b) any claim that the Jolt App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation;
 - (vii) in the event of any third party claim that the Jolt App or your possession and use of the Jolt App infringes that third party’s Intellectual Property Rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
 - (viii) Apple and its subsidiaries are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.
- (b) You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
- (c) If you have any questions, complaints, or claims regarding the Jolt App, please contact Jolt at room@jolt.io.

By entering into the Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that the Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed App End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).

5. COINS

5.1. General. Jolt offers Students coins in connection with their purchase of a Subscription and use of the Service, which can be redeemed for participation in Sessions and Session Packages or purchase

Merchandise (as defined below), as further set forth herein (“**Coins**”). You will be eligible to receive in connection with your Subscription Plan, during the Subscription Term, such amount of Coins as set forth in the Plan Terms, as may be amended by Jolt (which may include Coins received at the Subscription Plan purchase and/or bonus Coins to be granted thereafter).

- 5.2. Restriction on Use of Coins. Your Coins shall be credited to your Account, and are non-transferrable. Coins may be used to Purchase Session and Session Packages solely for yourself, and you may not use Coins to register to participate in Sessions and Session Packages for any Jolt user other than yourself or other third party. It is hereby clarified that, Coins may not be redeemed or exchanged for any cash, or other monetary or non-monetary value, except for registration to participate in Sessions and Session Packages in accordance with these Terms. You shall not use any automated or fraudulent means to manipulate the Coin balance on your Account.
- 5.3. Strikes. Any of the actions set forth in this Section 5.3 (*Strikes*) shall constitute a “Strike”. In the event that a Student who has committed at least three (3) Strikes during his/her Subscription Term, Jolt may, at its discretion, cancel such Student’s eligibility to receive bonus Coins. The following constitutes: (i) not attending a Session, without cancelling such Session in accordance with Section 2.8 (*Termination of Subscription*); and (ii) not attending any Session in a Session Package, without cancelling such Session Package in accordance with Section 2.8 (*Termination of Subscription*). Jolt may, but shall not be bound by, its obligations, at its sole discretion, to grant Coins or other rewards to Student that do not commit strikes, as decided from time to time by Jolt.

6. SESSIONS AND SESSION PACKAGES

- 6.1. Session Registration. Participation in Sessions and Session Packages is permitted to Students only. In order to participate in Sessions and Session Packages, Students must register via the App. by completing the registration process for the Session and/or Session Package (“**Session Registration**”), and redeem such amount of Coins as described in the Session Terms (as defined below). You shall be permitted to participate in a Session or Session Package only after the Coins charged for such participation have been deducted from the Coin balance on your Account and your registration has been approved by Jolt.
- 6.2. Session Terms. Your participation in any Session or Session Package shall be subject to the specific terms and conditions of the Session or Session Package displayed during your Session Registration (“**Session Terms**”) in addition to these Terms, and any such Session Terms shall be incorporated into, and made part of, these Terms. In the event of any conflict or contradiction between these Terms and any Session Terms, the Session Terms shall prevail with respect only to the matter in conflict or contradiction.
- 6.3. Availability. Participation in Sessions and Session Packages is on a “first come, first serve” basis, and the maximum quantity of participants in each Session and/or Session Package may be determined and/or modified by Jolt at its sole and absolute discretion. Jolt reserves the right to reject or cancel your participation in any Session and Session Package, or cancel the occurrence of any Session or Session Package, for any reason and at any time, whether before or after confirming your participation in such Session and Session Package, including without limitation lack of availability or full-capacity. In the event of a cancellation or rejection of your participation in any Session or Session Package, no Coins will be deducted from your Account balance for your participation in the applicable Session or Session Package, or, if any Coins have already been deducted for your participation in the applicable Session or Session Package, then such Coins will be returned to your Account balance.
- 6.4. Session Offering and Cost. Jolt reserves the right to change its available Session or Session Package offering at any time, eliminate any Sessions or Session Packages offered by Jolt at any time and/or offer new Sessions or Session Packages. Jolt may, at its sole discretion, determine and/or modify the time, scope and any other terms and conditions related to any Sessions or Session Packages, including without limitation the Coin amount required for the participation in any Session or Session Package, at Jolt’s sole and absolute discretion.
- 6.5. Cancelling Participation. You may cancel your participation in any Session or Session Package solely in accordance with the Session Terms. If you do not attend a Session or any Session in a Session Package for which you have registered without cancelling your participation strictly in accordance with the Session Terms, Coins for such registration will be charged in full, subject to the Session Terms. For Clarity, non-participation in a Session from a Session Package, requires cancellation of the entire Session Package.

7. MERCHENDISE

- 7.1. **Merchandise Offering.** Jolt may offer certain merchandise for purchase (“**Merchandise**”). Merchandise may be purchased by Student only by redeeming Coins.
- 7.2. **Merchandise Offering and Cost.** Jolt reserves the right to change its available Merchandise offering at any time, eliminate any Merchandise offered by Jolt at any time and/or offer new Merchandise. Jolt may, at its sole discretion, determine and/or modify any terms and conditions related to any Merchandise offered by it, including without limitation the Coin amount required for the purchase of any Merchandise.

8. USAGE RESTRICTIONS

- 8.1. **Restrictions.** You shall not (and shall not permit or encourage any third party to) do any of the following: (a) reproduce, mirror, or frame the Service; (b) sell, assign, lease, lend, rent, distribute, or make available the Service to any third party, or otherwise offer or use the Service in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of, the Service; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Service; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (f) make a derivative work of the Service, or use the Service to develop any service or product that is the same as (or substantially similar to or competitive with) the Service; (g) publish or transmit any robot, virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; (i) take any action that imposes or may impose (at Jolt’s sole discretion) an unreasonable or disproportionately large load on the Service infrastructure, or otherwise interfere (or attempt to interfere) with the integrity or proper working of the Service; (j) use the Service to infringe, misappropriate or violate any third party’s Intellectual Property Rights, or any Law; (k) use the Service or any part thereof, in any fraudulent or unlawful manner, or in breach of these Terms.
- 8.2. **Compliance.** Your full compliance with the above restrictions is a condition to the rights granted in Section 2 (*Website Access and Subscription*); *provided however*, that such limitations shall not apply to the extent expressly permitted otherwise in these Terms, or to the extent any limitation is prohibited by the Law applicable to you or by any Third Party Software Terms and Notices (defined below). You acknowledge that the Service is comprised of information and materials that are confidential and proprietary to Jolt (and may even constitute Jolt’s, or a Jolt Affiliate’s, trade secrets), and therefore you agree that a breach or threatened breach of this Section (*Usage Restrictions*) may cause Jolt and/or a Jolt Affiliate to suffer irreparable harm or damage for which monetary damages will be inadequate, and accordingly, if Jolt or a Jolt Affiliate seeks an injunction, specific performance, or other equitable relief to enforce any provision under this Section, Jolt or the Jolt Affiliate (as the case may be) shall not be required to post a bond or to prove the likelihood of irreparable harm.

9. DATA AND PRIVACY

We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy which is available at <https://www.jolt.io/>.

10. FEES AND PAYMENTS

- 10.1. **Fees.** If you are a Student, Jolt will charge you, in accordance with these Term and the Subscription Plan you choose, a periodic, non-refundable fee (unless otherwise specified in the Plan Terms of your Subscription Plan or in accordance with applicable law), as set forth in the Student registration process, in consideration for the Subscription Plan (“**Fees**”). Please be aware that any failure to pay applicable charges will result in you not having access to the features and functionalities of the App and/or Learning Services offered under such Subscription Plans.
- 10.2. **Payment Terms.** Fees will be changed in accordance with the billing cycles (e.g., monthly or yearly) and at such times (e.g., up front or on a recurring basis) as specified the in the Plan Terms of your Subscription Plan, to the means of payment that you provide upon purchasing your Subscription Plan. Your means of payment may be modified by you by sending a request via email to room@jolt.io, and such modification will become in the next billing cycle of your Subscription, provided you made the request at least three (3) days prior to such date (in case of a yearly Subscription with up-front payment, three days before Fees for the Renewal Term are billed). All payments made by you under these Terms

are non-refundable, and are without any right of set-off or cancellation, unless otherwise provided in the Plan Terms of your Subscription Plan or as permitted in accordance with applicable law. The available payment methods and the required payment schedule are set forth in the Student registration process.

10.3. Taxes. Amounts payable under these Terms are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Jolt's net income. In the event that you are required by any Law applicable to you to withhold or deduct taxes for any payment under these Terms, then the amounts due to Jolt shall be increased by the amount necessary so that Jolt receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had you not made any such withholding or deduction. Any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of: (a) the rate of one and a half percent (1.5%) per month; and (b) the highest amount permitted by applicable Law.

10.4. Cancellations and Refunds. If you terminate your Subscription, you shall not be entitled to a refund of any Fees paid by you in connection with your Subscription, unless otherwise provided under the Plan Terms or applicable law. In addition, if you cancel or change a Subscription Plan for which the monthly Fees (or, in case of a yearly upfront payment Plan, the amount of the total Fees per year divided by 12), are less than the monthly price of Jolt's non-discounted, monthly Subscription Plan ("**Basic Plan**"), then upon termination or change of your Subscription Plan: (i) if your changed/cancelled Subscription Plan was billed monthly, you shall be required to pay an amount equal to the difference between the monthly Fees of the Basic Plan and the monthly Fees of your changed/cancelled Subscription Plan, multiplied by the number of months during which you used the Learning Service under the changed/cancelled Subscription Plan prior to the Subscription change/termination coming into effect; or (ii) if you have paid Fees upfront, any refunds you may be entitled to under your Subscription Plan (if any) shall be adjusted so that the non-refunded amount shall equal the monthly Fees of the Basic Plan, multiplied by the number of months during which you used the Learning Service under the changed/cancelled Subscription Plan prior to the Subscription change/termination coming into effect.

11. THIRD PARTY SOFTWARE IN JOLT APP

The Jolt App may include third party software components that are subject to open source and/or pass-through commercial licenses and/or notices ("**Third Party Software**" and "**Third Party Software Terms and Notices**", respectively). Jolt will comply with any valid written request submitted by you to Jolt for exercising any rights you may have under such Third Party Software Terms and Notices. You acknowledge that your use of the Jolt App is also governed by such Third Party Software Terms and Notices, and that to the extent of any conflict between these Terms and any Third Party Software Terms and Notices, the latter shall control. Any undertakings, representations, warranties, guarantees, conditions, indemnities or other commitments made by Jolt in these Terms concerning the Jolt App (if any), are made by Jolt and not by any authors, licensors, or suppliers of, or contributors to, such Third Party Software. Notwithstanding the foregoing sentence or anything in these Terms to the contrary, Jolt does not make any representation, warranty, guarantee, or condition, and does not undertake any defense or indemnification, with respect to any Third Party Software.

12. THIRD PARTY CONTENT AND SOURCES

The Service may present, or otherwise allow you to view, access, link to, and/or interact with, Content from third parties and other sources that are not owned or controlled by Jolt (such Content, "**Third Party Content**"). The Service may also enable you to communicate with the related third parties. The display or communication to you of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Jolt of such Third Party Content or third party, nor any affiliation between Jolt and such third party. Jolt does not assume any responsibility or liability for Third Party Content, or any third party's terms of use, privacy policies, actions, omissions, or practices. Please read the terms of use and privacy policy of any third party that you interact with before you engage in any such activity. Third Party Content shall not include the content of Sessions provided by Jolters.

13. ACCOUNT CONTENT RESPONSIBILITY

- 13.1. Responsibility. As between you and Jolt, you are solely responsible and liable for your Account Content, for the consequences of inputting, hosting, submitting, posting, publishing, or otherwise generating it (including without limitation, for obtaining any consents from individuals appearing therein), and for the way in which it is used by others, and you agree to hold Jolt harmless, and expressly release us, from any and all liability arising from your Account Content.
- 13.2. You hereby represent and warrant that: (a) your Account Content does not, and will not, infringe, misappropriate, or violate any third party's Intellectual Property Rights, or any Law; (b) your Account Content is not, and will not be, disparaging, libelous, threatening, offensive, harassing, deceptive, abusive, promoting of violence, illegal drugs, illegal arms trafficking, or illegal gambling, and does not, and will not, contain obscenity or pornography, create any risk to a person's safety or health, impersonate another person, compromise national security, or interfere with an investigation by law enforcement; (c) your Account Content does not, and will not, contain any robot, virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; and (d) you have obtained, and will maintain during and after any termination of these Terms, any and all licenses, permissions, consents, approvals, and authorizations required to grant the Jolt License (defined below) and the other licenses granted to other users of Service as may be described herein.
- 13.3. You acknowledge that when accessing and using the Service: (i) you will be exposed to Content from a variety of other users, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such Content; and (ii) you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable. You hereby irrevocably waive any legal or equitable rights or remedies you may have against us with respect to (i) and (ii) in this paragraph. If you suspect that any crime or other unlawful activity has been, or is being committed, please do not rely on Jolt; rather, contact your applicable emergency services or law enforcement authority.
- 13.4. No Obligation by Jolt. Jolt has no obligation to accept, display, review or maintain any of your Account Content. Jolt may, without notice, edit, replace and/or delete your Account Content in our sole discretion, including, without limitation, if we: (a) determine that you are in breach of any provision of these Terms or have violated (or are suspected by us of violating) any Law; and/or (b) deem it helpful or reasonably necessary to comply with any applicable Law, legal process, or governmental request, to enforce the Agreement (including investigations of potential violations thereof), to detect, prevent, or otherwise address fraud, security issues, and/or to protect against harm to the rights, property or safety of Jolt, our users, yourself or the public.
- 13.5. Messages. Without limiting the generality of the foregoing subsections, the Service may permit you to send messages (such as invitations) or similar Content (such as expressing feedback about an Outline or Lecture Plan) to other Service users or third parties ("**Messages**"). You are solely responsible and liable for the Content of your Messages, for the manner in which you send them, for the timing of sending them, and generally for the consequences of sending them. You acknowledge that many jurisdictions have Laws that require a recipient of a Message to give his/her prior consent (and that in certain cases such consent must be express, written and/or signed) to receive the Message, and you agree to: (a) obtain such consent prior to sending the Message; (b) provide Jolt, upon request, with a record or other evidence of such consent; and (c) immediately notify Jolt if the recipient revokes his/her consent. In any event, you agree to hold us harmless, and expressly release us, from any and all liability arising from Messages you send or receive.

14. FEATURES

- 14.1. General. All references herein to the "Service" shall include its Features as well. Jolt reserves the right to remove, modify, and/or add Features at any time, without any notice or obligation to you, and for any reason whatsoever. Some Features may in any event be limited, suspended or restricted by geography, volume, duration or any other criteria decided by Jolt in its sole discretion. Moreover, if Jolt determines that you are in breach of any provision of these Terms, we reserve the right to block you from certain Features. We make Features available because we believe it enhances the user experience of the Service; but you acknowledge and agree that just because we make a Feature available, it does not mean we endorse, or can otherwise control, every manner in which such Feature is used. A new or modified Feature may be accompanied by separate or additional terms and conditions, in which case such terms and conditions will (as determined in such terms and conditions) apply instead of, or in addition to, these Terms. Jolt may in its sole discretion charge for new Features and/or require additional personally identifiable information. Without limiting the generality of the foregoing, you acknowledge that whereas

Features may currently make the Service compatible for use with your device or operating system, these Features may be removed or modified in the future.

- 14.2. Beta Products. Jolt may from time to time make available, in “beta” mode, new versions of the Service and/or new Features that are still undergoing internal development and testing (each, a “**Beta Product**”). Beta Products may be time-limited, feature-limited, and/or functionality-limited. Jolt may also decide to only make a Beta Product available to closed list of Service users. If Jolt makes a Beta Product available to you, you may use it on the following conditions: (i) you only use it for evaluation purposes; (ii) you comply with any specific guidelines issued by Jolt in respect of the Beta Product, which may include a requirement that you provide Feedback (defined below) and participate in surveys about the Beta Product; and (iii) you do not publicize the fact that there is a Beta Product, and you do not show, display, or otherwise make available the Beta Product to any other person (which includes, without limitation, making such disclosures to traditional or social media). For the avoidance of doubt, the provisions of these Terms that apply to the Service shall also apply to Beta Products.

15. UPDATES

All references herein to the “Service” shall include the Updates we provide as well. Jolt may from time to time provide Updates, but shall not be under any obligation to do so. Such Updates will be supplied according to whatever then-current policies we may have in place, and some Updates may in any event be limited, suspended or restricted by geography, volume, duration or any other criteria decided by Jolt in its sole discretion. Some Updates may include automatic updating or upgrading without any notice or obligation to you, and you consent to any such automatic updating or upgrading of the Service. In some cases, you may be required to install the Update manually. An Update may be accompanied by separate or additional terms and conditions, in which case such terms and conditions will (as determined in such terms and conditions) apply instead of, or in addition to, these Terms. Jolt may in its sole discretion charge for Updates and/or require additional personally identifiable information. Jolt is under no obligation to provide any technical support for the Service.

16. SESSION RECORDINGS

- 16.1. Jolt may record, at its discretion, video and audio of any Session, and you may appear in certain videos or your voice may be included in audio recorded by or on behalf of Jolt (“**Session Recordings**”). You hereby permit and give Jolt an irrevocable, transferrable, assignable, worldwide, perpetual right to use the Session Recordings and any extracts thereof, including your voice and likeness, in its sole discretion, for internal, commercial or marketing or for any other purpose, including without limitation: (i) using the Session Recordings and any extracts thereof for events; (ii) displaying the Session Recordings and any extracts thereof on Jolt’s or its affiliates’ websites; (iii) using the Session Recordings and any extracts thereof in marketing materials and/or advertisements; (iv) making the Session Recordings and any extracts thereof available to others; (v) creating derivative works of the Session Recordings; and/ or (vi) use Session Recordings to improve the Service.
- 16.2. you hereby agree and acknowledge that you shall not be entitled to any compensation, royalties, or fees in connection with the rights granted in the Session Recordings.
- 16.3. you hereby release Jolt and its affiliates from any claim of any kind arising from use of the Session Recordings, whether or not any claim is currently known to you, and you agree not to bring any claim against Jolt or its affiliates in connection with the Session Recordings.
- 16.4. you acknowledge that you have not been induced into making the commitments in this Section by any representation of Jolt.

17. OWNERSHIP AND JOLT LICENSE

- 17.1. Service and Documentation. You hereby acknowledge that the Service and Documentation are or may be protected by intellectual property (and similar) laws, treaties, and conventions. Any rights not expressly granted herein are hereby reserved by Jolt and its suppliers and licensors. As between you and Jolt, Jolt is the sole and exclusive owner of all Intellectual Property Rights in and to the Service, the Documentation,

all Recordings, and all Content provided or appearing on or in the Service (except to the extent such Content constitutes your Account Content). For the avoidance of doubt, “Jolt”, “Soji”, “Coji”, “Moji” and “jolter” (and their respective logos), as well as any names, logos or other branding appearing on Merchandise, are trademarks of Jolt and/or Jolt Affiliates, and all other trademarks appearing within the Service or Documentation are the trademarks of their respective owners. For the avoidance of doubt, the Service is only licensed under these Terms, and no title in or to the Service or any part thereof passes to you. Except as otherwise expressly provided in Section 2 (*Website Access and Subscription*), you are granted no other right in or to the Service, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise.

17.2. Account Content Ownership and Licenses. As between you and Jolt, you are the sole and exclusive owner of your Account Content. Notwithstanding such ownership:

(a) You hereby grant Jolt and all Jolt Affiliates a worldwide, assignable, non-exclusive, royalty-free, fully paid-up, sublicensable (through multiple tiers of sublicensees), irrevocable and perpetual license, in any media format and through any media channels (now known or hereafter developed):

(A) to access and use your Account Content to perform under these Terms, including without limitation to provide you with the functionality of the Service and any technical support;

(B) to access and use your Account Content on an aggregated or otherwise anonymous basis for improving the Service, marketing and promoting the Service, analytics, and generally research and development; and

(C) to access, use, reproduce, distribute, publish, broadcast, make available to the public, modify, adapt, edit, create derivative works of, publicly display, publically perform, and otherwise commercially exploit your Outlines and Lecture Plans for any purpose whatsoever ((A), (B), and (C) collectively, the “**Jolt License**”). The Jolt License shall survive any termination of these Terms.

(b) To the extent you have any Moral Rights in or to any of your Account Content, you hereby irrevocably waive (and agree never to assert) against Jolt, a Jolt Affiliate, Jolt’s licensors and suppliers, and/or any other Service user, any such Moral Rights.

17.3. Feedback License. It is anticipated that you may provide suggestions, comments or other feedback to Jolt regarding Jolt’s products, services, technology, and business (“**Feedback**”). Feedback will not, absent a separate written agreement, create any confidentiality obligation for Jolt. Jolt will be free to use, disclose, reproduce, license, or otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. Without limitation of the foregoing, if you suggest new features, functionality, improvements or business methods, Jolt is free to adopt such items for any of its products or services, without any restriction or limitation.

18. WARRANTY DISCLAIMERS

18.1. THE SERVICE, DOCUMENTATION, AND ANY CONTENT WHATSOEVER ARE PROVIDED AND MADE AVAILABLE TO YOU 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 OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, QUALITY OF SERVICE, NON-INFRINGEMENT, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY JOLT AND ITS LICENSORS AND SUPPLIERS.

18.2. IN ADDITION, NEITHER JOLT NOR ITS LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION:

(A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE SERVICE, DOCUMENTATION, OR SUCH CONTENT;

- (B) THAT YOUR USE OF, OR RELIANCE UPON, THE SERVICE, DOCUMENTATION, OR SUCH CONTENT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;
 - (C) THAT THE SERVICE, DOCUMENTATION, OR SUCH CONTENT WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED; OR
 - (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY GOVERNMENT REGULATIONS OR STANDARDS.
- 18.3. Some jurisdictions' Laws do not allow the disclaimer of certain implied warranties or conditions, and to the extent applicable to you such disclaimers shall not apply.
- 18.4. YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION (*WARRANTY DISCLAIMERS*) IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND JOLT.

19. LIMITATION OF LIABILITY

- 19.1. IN NO EVENT SHALL JOLT, ANY JOLT AFFILIATE, OR ANY OF OUR LICENSORS OR SUPPLIERS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS, FOR:
- (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
 - (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;
 - (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR
 - (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.
- 19.2. THE COMBINED AGGREGATE LIABILITY OF JOLT AND ALL JOLT AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) **FIVE U.S. DOLLARS (US \$5)**, AND (B) THE AMOUNTS ACTUALLY PAID BY YOU (IF ANY) TO JOLT DURING THE **THREE (3) MONTHS** IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY.
- 19.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF JOLT OR A JOLT AFFILIATE HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT OR TORT LIABILITY.
- 19.4. Some jurisdictions' Laws do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to you, such exclusions and limitations shall not apply. Furthermore, nothing in these Terms shall be deemed to exclude or limit liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.
- 19.5. YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION (*LIMITATION OF LIABILITY*) IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND JOLT.

20. INDEMNIFICATION

If any third party (including, but not limited to, a regulatory or governmental authority) brings any kind of demand, claim, suit, action or proceeding against Jolt, a Jolt Affiliate, and/or any of our respective directors, officers, employees, or representatives (each, an "**Indemnitee**"), and it is based upon or arises from:

- (a) your use of the Service; and/or

(b) your breach of any provision of these Terms

(each of the foregoing, an “**Indemnity Claim**”) then, upon written request by Jolt (to be decided in our sole discretion), you agree to assume full control of the defense and settlement of the Indemnity Claim; *provided, however*, that (c) Jolt reserves the right, at any time thereafter, to take over full or partial control of the defense and/or settlement of the Indemnity Claim, and in such cases you agree to reasonably cooperate with Jolt’s defense activities at your own cost and expense; and (d) you shall not settle any Indemnity Claim, or admit to any liability thereunder, without the express prior written consent of the Indemnitee(s).

In addition, and regardless of whether (or the extent to which) you controlled or participated in the defense and/or settlement of an Indemnity Claim, you agree to indemnify and hold harmless the Indemnitee(s) for and against: (e) any costs and expenses (including reasonable attorneys’ fees) incurred by the Indemnitee(s) in the defense of the Indemnity Claim; and (f) any amounts awarded against, or imposed upon, the Indemnitee(s) under such Indemnity Claim, or otherwise paid in settlement of the Indemnity Claim (including without limitation any fines or penalties).

21. TERM AND TERMINATION

Termination of these Terms shall not terminate any Participant Agreements to which you are bound, each of which shall continue in perpetuity.

- 21.1. **Term.** These Terms commences on the Effective Date and shall continue in full force and effect until terminated in accordance herewith (the “**Term**”).
- 21.2. **Termination by Jolt.** Jolt reserves the right to immediately terminate these Terms, or otherwise modify, suspend or discontinue your access to and use of the Service (or any part thereof), for any reason whatsoever, at any time, and without notice or obligation to you, and you agree that Jolt shall have no liability to you for any such termination, modification, suspension, or discontinuance.

22. CONSEQUENCES OF TERMINATION; SURVIVAL

Upon termination of these Terms: (a) the rights granted under Section 2 (*Website Access and Subscription*) and your Subscription Term will automatically terminate and be deemed revoked, and you must immediately cease use of the Service; and (b) your access to your Account will be disabled, and Jolt may permanently delete your Account Content. Sections 1 (*Definition and Interpretation*), 4 (*App Usage Rules*), 8 (*Usage Restrictions*), 11 (*Third Party Software in Jolts App*), 12 (*Third Party Content and Sources*), 13 (*Account Content Responsibility*), 16 (Session Recordings) through 24 (*Miscellaneous*) shall survive termination of these Terms, as shall any right, obligation or provision that is expressly stated to so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

23. GOVERNING LAW AND JURISDICTION

These Terms (including without limitation its validity and formation) shall be governed by, and construed in accordance with, the laws of Israel, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to these Terms and are hereby disclaimed. All disputes arising out of or in connection with this these Terms will be finally settled solely and exclusively by a court of competent jurisdiction in Tel-Aviv, Israel, provided however that judgment shall be enforceable in any country and that nothing in this Section shall prevent or restrict either party from seeking interim relief in any competent jurisdiction as it may deem fit.

24. MISCELLANEOUS

- 24.1. **Assignment.** Jolt may assign these Terms (or any of its rights and/or obligations hereunder) without your consent, and without notice or obligation to you. These Terms personal to you, and you shall not assign

(or in any other way transfer) these Terms (or any of your obligations or rights hereunder) without Jolt's express prior written consent. Any prohibited assignment shall be null and void.

- 24.2. Entire Agreement. These Terms represent the entire agreement between Jolt and you 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 you and Jolt with respect to such subject matter. You acknowledge and agree that in entering into these Terms you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in these Terms. The language of these Terms is expressly agreed to be the English language. By entering into the Agreement you hereby irrevocably waive, to the maximum extent legally permitted, any Law (defined below) applicable to you requiring that the Agreement be localized to meet your language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records.
- 24.3. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of these Terms shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 24.4. Remedies. Except as may be expressly stated otherwise in these Terms, no right or remedy conferred upon or reserved by any party under these Terms is intended to be, or shall be deemed, exclusive of any other right or remedy under these Terms, at law or in equity, but shall be cumulative of such other rights and remedies.
- 24.5. Waiver. No failure or delay on the part of any party in exercising any right or remedy under these Terms 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 you, emails will be acceptable; for waivers by Jolt, the writing must be duly signed by an authorized representative of Jolt), and shall be valid only in the specific instance in which given.
- 24.6. Relationship. The relationship of the parties is solely that of independent contractors. Nothing in these Terms shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties.
- 24.7. Notices. You agree that Jolt may send you notices by email, via your Account, by regular mail, and/or via postings on or through Service. Except as stated otherwise in these Terms or required by Law applicable to you, you agree to send all notices to Jolt, to room@jolt.io.
- 24.8. No Third Party Beneficiaries. Except as otherwise expressly provided in these Terms (such as Jolt Affiliates, Jolt's licensors and suppliers, other Service users, and Indemnitees), there shall be no third-party beneficiaries of or under these Terms.
- 24.9. Export Compliance. You must not use or otherwise export or re-export the Service or Documentation except as authorized by Export Control Laws. "**Export Control Laws**" means all applicable export and re-export control Laws applicable to you, as well as the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State. In the event you breach this Section (in whole or in part), you agree to indemnify and hold harmless Jolt and all Jolt Affiliates (including ours and their respective directors, officers, and employees) for any fines and/or penalties imposed upon Jolt or a Jolt Affiliate (or such persons) as a result of such breach.
- 24.10. Force Majeure. Jolt shall not be responsible for any failure to perform any obligation or provide any service hereunder because of any (a) 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 Jolt's reasonable control. For the avoidance of doubt, any problems relating to the hosting of the Service shall not be deemed within Jolt's reasonable control.

- 24.11. Section Headings. The Section and sub-Section headings in these Terms are for convenience of reading only, and may not to be used or relied upon for interpretive purposes.
- 24.12. Third Party Charges. Please be aware that your use of the Service may require and utilize an internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible and liable for those charges.
- 24.13. Counterparts. These Terms may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.