

TERMS AND CONDITIONS OF USE

ScaleLab, LLC (“**ScaleLab**”) owns and operates the websites and domain names located at <https://scalelab.com> including any other related pages, features, content, or application services offered from time to time by ScaleLab in connection therewith (including, but not limited to, all information, mobile application services, software, data, images, content and related materials, documentation and services connected therewith) (collectively, the “**Site**”). Please read these Terms and Conditions of Use and our [Privacy Policy](#) (“**Privacy Policy**”) (collectively the “**Agreement**”) carefully before accessing or using the Site. By accessing or using the Site, you or the entity you represent (“**you**” or “**your**”) agree to be bound by this Agreement. ScaleLab provides the information, services and other material on the Site to you, the user, conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of the Site constitutes your agreement to all such terms, conditions and notices.

Subject to the terms and conditions of this Agreement, ScaleLab may offer to provide certain services, as described more fully on the Site, and that have been selected by you (together with the Site, the “**Services**”), solely for your own use, and not for the use or benefit of any third party, unless otherwise authorized by ScaleLab. Services include, without limitation, use of the Site, any service ScaleLab generally offers to you and the Content (as defined below) offered by ScaleLab on the Site. Notwithstanding the foregoing, and if applicable, Services shall not include any services performed by ScaleLab that are governed by a separate agreement entered into between you and ScaleLab . ScaleLab may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. ScaleLab may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

ScaleLab assumes no responsibility for any consequences or damages arising from, directly or indirectly, any action or inaction that you take based on the information, services or other material on the Site. While ScaleLab strives to keep the information on the Site accurate, complete and up-to-date, ScaleLab cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness or timeliness of the information. The information and services offered on the Site are provided with the understanding that ScaleLab is not engaged in rendering legal or other professional services or advice. Your use of the Services is subject to the additional disclaimers and caveats that may appear throughout the Site.

License

Subject to your compliance with the terms and conditions of this Agreement, ScaleLab grants to you a non-exclusive, revocable, non-transferable license to access and use the Site and Services. You are only receiving a license to enter and use the Services strictly in accordance with the terms and conditions of this Agreement.

Conditions

As a condition of your use of the Site and Services, you agree and warrant to ScaleLab, that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. If you violate any of these terms, your permission to use the Site automatically terminates.

You may download or copy the Content (and other items displayed on the Site or Services) only for the limited purpose and as explicitly permitted by ScaleLab for download and only for personal

non-commercial use, provided that you maintain all copyright and other notices contained in such Content.

You may not otherwise reproduce, download, copy, modify, commercialize, distribute, transmit, display, perform, reproduce, publish, license, reverse-engineer, de-compile, disassemble, create derivative works from, frame in another Web page, use on any other Web site, transfer or sell any information, software, lists of users, databases or other lists, products, services or materials obtained from the Site, including but not limited to text, graphics, articles, photographs, images, illustrations (also known as the "Content"). The foregoing prohibition expressly includes, but is not limited to, the practices of "screen scraping" or "database scraping" to obtain lists of users or other information. If and when requested by ScaleLab, you agree to provide true, accurate and complete user information and to refrain from impersonating or falsely representing your affiliation with any person or entity. Except with the written permission of ScaleLab, you agree to refrain from accessing or attempting to access password protected, secure or non-public areas of the Site. If ScaleLab issues you a password, in addition to any other terms provided by ScaleLab to govern your use of your password, you must maintain the confidentiality of your password, not share it with other users, and immediately notify ScaleLab if you believe your password has been compromised or is no longer confidential. You will be responsible for all activities taken under your password. Unauthorized individuals attempting to access prohibited areas of the Site may be subject to prosecution.

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that ScaleLab will not be liable for any errors or omissions in any content. You understand that ScaleLab cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, ScaleLab cannot guarantee the authenticity of any data that users or merchants may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Under no circumstances will ScaleLab be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

If you are authorizing your employees and agents to use the Services, you agree to notify and inform your employees or agents having access to the Services of all obligations regarding the Services and shall be responsible for their compliance therewith.

ScaleLab adheres to, and is bound by, the YouTube Terms of Service. In order to use any aspect of the Site and Services which pertain to YouTube, you agree to be bound by the [YouTube Terms of Service](#).

Proprietary Rights

The Site is owned by ScaleLab and is protected by U.S. copyright and other intellectual property and common laws. No reproduction, distribution, or transmission of the copyrighted materials at the Site is permitted without the written permission of ScaleLab.

Unless otherwise noted, all logos, marks and product and service names are trademarks and service marks owned by ScaleLab and its affiliates and licensors (the "**Marks**"). Without the prior written

permission of ScaleLab and the appropriate affiliates and/or licensors, you agree not to display or use the Marks in any manner.

You acknowledge that the license granted above in no way shall be construed to provide an express or implied license to use, modify or improve any of ScaleLab's patents, copyrights, trade secrets and/or trademarks. ScaleLab reserves all rights to the Site not expressly granted to you in this Agreement. No license, right or interest in any trademark, trade name or service mark of ScaleLab or any third party is granted under this Agreement. ScaleLab reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or any portions hereof without notice or liability to you or any third party.

Subscriptions

In certain cases, e.g. upon subscribing to the monthly ScaleLab APP BUNDLE plan and/or other optional plans offered by ScaleLab from time to time, you become a "Subscriber" with access to certain restricted areas of the Services and to use certain Services, materials, monthly passes to third-party web services, and/or third-party discounts, offered on and through the Services (a "Subscription"). Each Subscription and the rights and privileges provided to each Subscriber are personal and non-transferable. All payments of Subscription fees will be in U.S. dollars and are non-refundable, except as otherwise explicitly stated herein.

The fee that ScaleLab will charge you for your Subscription will be the price stated on the ScaleLab website or on other promotional materials provided to you at the date and time of purchase. We reserve the right to change prices for Subscriptions at any time, and do not provide price protection or refunds in the event of promotions or price decreases. If you upgrade your Subscription level, we will provide a pro-rated fee for your first subscription period based on the amount of unused fees already paid.

You may pay for your Subscription fees only with credit card, debit card, or PayPal. ScaleLab will charge your credit card, debit card, or PayPal for your first Subscription fee on the date that ScaleLab processes your order for your Subscription. Once your credit card, debit card, or PayPal is charged the first Subscription fee, you will receive a confirmation e-mail notifying you of your ability to access those Subscription-only portions of, and materials on, the Service.

IMPORTANT NOTICE: DEPENDING ON THE BILLING OPTION YOU CHOOSE WHEN YOU REGISTER FOR YOUR SUBSCRIPTION, WE WILL AUTOMATICALLY RENEW YOUR SUBSCRIPTION ON EACH MONTHLY, QUARTERLY, BI-ANNUAL, OR YEARLY ANNIVERSARY OF THAT DATE THAT WE CHARGE YOUR CREDIT CARD, DEBIT CARD, OR PAYPAL FOR THE FIRST SUBSCRIPTION FEE AND, AS AUTHORIZED BY YOU DURING THE SUBSCRIBER SIGN-UP PROCESS, WE WILL CHARGE YOUR CREDIT CARD, DEBIT CARD, OR PAYPAL, WITH THE APPLICABLE SUBSCRIPTION FEE AND ANY SALES OR SIMILAR TAXES THAT MAY BE IMPOSED ON YOUR SUBSCRIPTION FEE PAYMENT (UNLESS YOU CANCEL PRIOR TO THE ANNIVERSARY DATE). EACH SUBSCRIPTION RENEWAL PERIOD IS FOR ONE MONTH, THREE MONTHS, SIX MONTHS, OR ONE YEAR, DEPENDING ON THE BILLING OPTION YOU CHOOSE. YOU MAY CANCEL OR DOWNGRADE YOUR SUBSCRIPTION AT ANY TIME FROM WITHIN THE SERVICE OR BY CONTACTING US AT SUPPORT@SCALELAB.COM. IF YOU DOWNGRADE OR CANCEL YOUR SUBSCRIPTION, YOU WILL ENJOY YOUR CURRENT SUBSCRIPTION BENEFITS UNTIL THE EXPIRATION OF THE THEN-CURRENT SUBSCRIPTION PERIOD FOR WHICH YOU HAVE PAID, AND YOUR SUBSCRIPTION BENEFITS WILL DOWNGRADE OR EXPIRE AT THE END OF THE THEN-CURRENT SUBSCRIPTION PERIOD.

You are liable for paying any and all applicable sales and use taxes for the purchase of your Subscription based on the mailing address that you provide when you register as a Subscriber, and you authorize ScaleLab to charge your credit card, debit card, or PayPal for any such applicable taxes.

Subscriber Payments

You agree to pay all applicable fees related to your use of the Services as a Subscriber (as described above). We may suspend or terminate your account and/or access to the Services, or any portion or aspect thereof, if your payment is late and/or your offered payment method (e.g., credit card, debit card, or PayPal) cannot be processed. By providing a payment method, you expressly authorize ScaleLab to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on your particular Subscription and utilized services.

We understand that you might cancel your Subscription, but please know that ScaleLab will not provide any refund(s) and you will be responsible for paying any balance due on the account. To make things less complicated, you agree that ScaleLab may charge any unpaid fees to your provided payment method and/or send you a bill for such unpaid fees.

Payments

You expressly authorize ScaleLab service provider, Dwolla, Inc. to originate credit transfers to your financial institution account.

LIABILITY DISCLAIMER

YOUR USE OF THE SITE IS AT YOUR OWN RISK.

THE INFORMATION, MATERIALS, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. ScaleLab, ITS AFFILIATES AND/OR SUPPLIERS MAY WITHOUT PRIOR NOTICE MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE INCLUDING BUT NOT LIMITED TO THE INFORMATION, SERVICES, PRODUCTS OR OTHER MATERIALS AT ANY TIME. ALL INFORMATION, PRODUCTS, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL ScaleLab, ITS AFFILIATES AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE OR WITH THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, PRODUCTS, MATERIALS AND/OR SERVICES OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ScaleLab, ITS AFFILIATES OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, defend and hold harmless ScaleLab, its affiliates and suppliers from any liability, loss, claim and expense (including attorneys' fees and costs) related to or arising from your violation of this Agreement.

Use Subject to Privacy Policy

All information about you stored or transmitted in any way on the Site or through the use of the Services on the Site is subject to our Privacy Policy, which you can find at the following link: [Privacy Policy](#). You understand that through your use of the Services, you consent to the terms of the Privacy Policy.

Links to Other Sites

While on the Site, you may be led to other web sites operated by ScaleLab affiliates or third parties. Because ScaleLab does not have control over the content and performance of these affiliate or third party sites, ScaleLab makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and ScaleLab assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Furthermore, the Privacy Policy is applicable only when you are on the Site and does not apply to any affiliate or third party sites. ScaleLab is not responsible for the use of the information that you provide these affiliates or third parties. ScaleLab encourages you to read each site's applicable terms and conditions and privacy statement.

Modifications to Agreement

ScaleLab may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement. Accordingly, you agree to review the Agreement periodically, and your continued access or use of the Site shall be deemed your acceptance of the modified Agreement in effect at the time of access.

Termination

This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. ScaleLab may terminate or suspend your access to the Services at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your use of the Site. ScaleLab may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including without limitation, ownership provisions.

Miscellaneous

You represent and warrant to ScaleLab that: (i) if you are an individual (i.e., not a corporation), you are of legal age to form a binding contract or have your parent's permission to do so, and you are at least 13 years of age or older; (ii) all registration information you submit is accurate and truthful; and (iii) you will maintain the accuracy of such information. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services.

This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

This Agreement and the resolution of any dispute related to this Agreement or the Site shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of law and the venue for any disputes shall be in Los Angeles County, California. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. Failure by ScaleLab to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right. This Agreement is in addition to any other written agreements you may have entered into with, or will enter into with, ScaleLab.