

TERMS OF SERVICE - HOWDIDITGO

LAST UPDATED AS OF: June 1, 2025

IMPORTANT, READ CAREFULLY: THE USE BY YOU (“YOU” AND “YOUR” AND “YOURSELF” WHERE APPLICABLE) OF AND ACCESS TO THE HOWDIDITGO APPLICATION AND OTHER APPLICATIONS LINKED TO THIS NOTICE AND ASSOCIATED PRODUCTS, SERVICES AND SOFTWARE (COLLECTIVELY “SERVICES”) OF HOWDIDIT GO AND ANY AFFILIATES (COLLECTIVELY “WEBSITE” or “US”) IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS OF SERVICE FOR HOWDIDITGO AND OTHER APPLICATIONS (“TOS” or “AGREEMENT”), WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS.

PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING. IF YOU DO NOT AGREE TO THESE TOS, DO NOT ACCESS THE WEBSITE AND RELATED SERVICES.

WE RESERVE THE RIGHT TO UPDATE THESE TOS AT ANY TIME BY POSTING AN UPDATED COPY TO THE WEBSITE AND YOU WAIVE THE RIGHT TO NOTICE OF ANY SPECIFIC CHANGES TO THESE TOS. BY CONTINUING TO ACCESS AND USE THE WEBSITE AFTER THESE TOS ARE UPDATED, YOU AGREE TO THE UPDATED TOS.

BY USING THE SERVICES OR CLICKING/CHECKING THE “I AGREE” BUTTON/BOX, WHERE APPLICABLE, YOU AGREE TO BE BOUND BY THIS TOS AND ALL EXHIBITS AND INCORPORATED POLICIES. THE SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TOS.

Please note that if you interact with the HowDidItGo general website (howdidaditgo1.com), the Website has its own Privacy Policy linked from the homepage that will govern your interactions with that Website.

Questions or concerns? If you still have any questions or concerns, please contact us at howdidaditgo1@gmail.com.

The Website will provide the Services, and You may access and use the Services according to this Agreement. The Website may make the Services available directly or through Affiliates by using an online registration page.

System Requirements. Use of the Services may require one or more compatible devices, Internet access (fees may apply), and specific software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High-speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

1. **DEFINITIONS.** The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa:

“Affiliate” means, concerning a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party. For purposes of this Agreement, “control” means an economic or voting interest of at least fifty percent (50%) or, in the absence of such financial or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

[“End User” means a Participant or a family member or friend of the Participant authorized by the Participant who uses the Services.]

“Participant” is the principal user of the Services.

2. **SERVICES.** The Website will provide the Services and any standard updates to the Services generally made available by Us. In Our sole discretion, the Website may discontinue the Services or modify the features of the Services from time to time without prior notice.

- a. **[Beta Services.** From time to time, the Website may offer access to services classified as Beta versions. Access to and use of Beta versions may be subject to additional agreements. The Website makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version without notice. Beta versions are provided AS-IS, may contain bugs, errors, or other defects, and Your use of a Beta version is at Your sole risk.]

3. **USE OF SERVICES AND YOUR RESPONSIBILITIES.** You may only use the Services as a Participant [or End User] under the terms of this Agreement. You shall abide by and ensure compliance with all laws in connection with Your and each End User’s use of the Services, including, but not limited to, laws related to intellectual property, privacy, and export control. Use of the Services is void where prohibited.

- a. **Registration Information.** You may be required to provide information about Yourself to register for and use certain Services at the HowDidItGo Website. This information will include your name and a valid email address, and such other information we may require from time to time. You agree that any such information shall be true, accurate, current and complete. You may also be asked to choose a username and password. You are solely responsible for maintaining the confidentiality of your password(s) and for restricting access to your computer, and for all activities that occur under your Account or password. You will be solely responsible for the losses incurred by us and others due to any unauthorized use of your account. You agree to notify us immediately of any unauthorized use of your Account and/or password(s) and any other breach of security relating to the Services. We reserve the right to terminate any Account at any time in our sole discretion, including, without limitation, for any failure to

comply with these TOS, any fraud or abuse, or any misrepresentation that you or anyone using your Account may make to us.

- b. **Limited License.** The Website grants its users a nonexclusive, revocable right to use the Website and the Services provided that no user violates the terms of this Agreement. All right, title, and interest in and to the Website and Services, and the intellectual property rights appurtenant thereto will remain the exclusive property of the Website and its licensors.
- c. **Prohibited Use.** You agree that You will not use, and will not permit any End User to use, the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts the networks of the Website (or any of its Affiliates), Your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of the Website or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or the Website's security systems, (ix) use the Services in violation of any Website policy or in a manner that violates applicable law, including, but not limited to, anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.
- d. **Limitations on Use.** You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless You have been expressly permitted to do so under a separate agreement with the Website. You may not offer or enable any third parties to use the Services through an account registered to You, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

4. **PARTICIPANTS/END USER SUBMISSIONS.** The Services allow Participants and other users to upload, post, and transmit text, resumes, survey results, photographs, images, posts, communications, personally identifiable information, video/audio/sound recordings, ratings, reviews or other materials or information (“Submission”). You own and retain all rights to your Submission and you grant to The Website and Affiliates a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sublicenseable and transferable right and license to access, use and display Your Submission to enable Your use of the Services and as otherwise permitted by these TOS. The Website does not and cannot review all Submissions posted to or created by users accessing the Services and is not in any manner responsible for the content of these Submissions. The Website will have no obligation to review or post any Submission(s). The Website reserves the right to block or remove Submissions and/or users at any time in its sole and absolute discretion. Except as otherwise provided for herein, Your Submission will be considered non-confidential and non-proprietary and the Website will have no confidentiality obligations with respect to your Submissions. You acknowledge that with respect to any Submission to a publicly accessible portion of the Services, the grant of rights to the Website shall include the right for the Website to reproduce, modify, adapt, publish, translate, create derivative works of, distribute, display, and perform such Submission(s), in whole or in part, in any media, format or technology, whether now known or hereafter discovered, and in any manner including, but not limited to, all promotional, public viewing and/or commenting (whether on the Website’s web pages or on third party web pages), advertising, marketing, merchandising, publicity, and commercial uses and ancillary uses thereof, without any further notice or payment to or permission needed from you (except where prohibited by law). You also agree to waive any applicable moral rights as contained in your Submission(s) for any of the proposed uses listed above. By submitting Your Submission, You agree to release, hold harmless and indemnify on behalf of yourself and your successors, assigns and representatives, the Website, its Affiliates, and each of its respective officers, directors and employees from and against any and all claims, suits, actions, demands, liabilities and damages of any kind whatsoever arising out of or in connection with the use of your Submission, including, without limitation, any and all claims for false advertising, copyright infringement, invasion of privacy, violation of the right of publicity or of moral rights, and/or defamation. Without limiting the foregoing, in no event will You be entitled to, and You waive any right to, enjoin, restrain or interfere with use of Your Submission or the exploitation of any of the Website’s rights as noted above. You acknowledge that You may not terminate or rescind the grants of rights and licenses and/or the releases contained in these TOS at a later time. The Website does not guarantee that You will have any opportunity to edit or delete your Submission. You acknowledge that You are solely responsible for the contents of your Submission(s).
5. **RESPONSIBILITY FOR END USERS.** You are responsible for the activities of all End Users who access or use the Services through Your account, and You agree to ensure that any such End User will comply with the terms of this Agreement and any Website policies. The Website assumes no responsibility or liability for violations. If You become aware of any breach of this Agreement in connection with the use of the Services by any person, please get in touch with Us at howdiditgo1@gmail.com. The Website

may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to, issuing warnings, removing the content, or terminating accounts and User profiles. Under no circumstances will the Website be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred because of the use of, access to, or denial of access to any data or content.

6. **ELIGIBILITY.** You affirm that You are at least 18 years of age, or are the parent or guardian of such minor and You consent to such minor dependent's use of the Services. You also affirm that You are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties outlined in this Agreement and abide by and comply with this Agreement. Your access may be terminated without warning if We believe that You are under 18 and unsupervised or are otherwise ineligible. If You become aware of any data We may have collected from unsupervised children under age 18, please contact Us at howdiditgo1@gmail.com.
7. **ACKNOWLEDGEMENT BY PARTICIPANTS AND END USERS OF NO MEDICAL DIAGNOSIS AND TREATMENT BY THE WEBSITE.** By using these Services, You acknowledge that all clinical and medical treatment and diagnostic decisions are the responsibility of the Participant's professional healthcare providers. You also acknowledge that the Website is not responsible for determining the type and quality of the diagnostic tests and/or clinical guidelines necessary for You and Your providers to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to the delivery of healthcare services, and you indemnify and hold the Website harmless with respect to all such decisions.

The Website does not directly make any medical or diagnostic decisions or determinations, or otherwise act upon any patient-related data in any professional capacity or determine the type of procedures You need to make such determinations or decisions. The Services may provide information that can be helpful in the diagnostic decisions or determinations. In an emergency situation, please seek help directly from medical professionals rather than seeking to use the Services.
8. **WEBSITE OBLIGATIONS FOR CONTENT.** By industry standards, the Website will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure or access to content. The Website will notify You if it becomes aware of unauthorized access to content. The Website will not access, view, or process Content except (a) as provided for in this Agreement and the HowDidItGo Privacy Policy, (b) as authorized or instructed by You, (c) as required to perform its obligations under this Agreement; or (d) as required by law. The Website has no other obligations concerning Content.
9. **LINKS TO OTHER SITES.** The Services may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use such links. The Website is not responsible for and does not endorse any features, content,

advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from Your use of all links to third party websites and applications.

10. **INTENDED USE, RESTRICTION ON USE BY CHILDREN.** The Services are designed for business use in collecting and analyzing health information of Participants. You may use the Services for other purposes only to the extent authorized in these TOS. The Services are not intended for use by individuals under the age of 18 unless they are dependent minors authorized by a parent or guardian.
11. **CHARGES AND CANCELLATIONS.** The Services are currently without charge to You or Your End Users. If you are a Participant or End User, You may cancel the Services at any time by contacting Us at howdeditgo1@gmail.com.
12. **TERMINATION.** If You fail to comply with any provision of this Agreement, the Website may terminate this Agreement immediately. Upon any termination of this Agreement, You must cease any further use of the Services. If You are not happy with the Services, Your sole remedy is to stop using the Services.
13. **PROPRIETARY RIGHTS.** The Website and its suppliers, as applicable, retain ownership of all proprietary rights in the Services and all trade names, trademarks, service marks, logos, and domain names (“Marks”) associated or displayed with the Services. Without express written consent, You may not frame or utilize framing techniques to enclose any Marks or other proprietary information (including images, text, page layout, or form) of the Website, and You agree not to remove or alter any Marks. Without Our express written permission, You may not use any meta tags or any other “hidden text” utilizing Marks.
14. **COPYRIGHT.** You may not post, modify, distribute, or reproduce copyrighted material, trademarks, rights of publicity, or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. The Website may deny access to the Services to any user alleged to infringe another party’s copyright. Without limiting the preceding, if You believe that Your copyright has been infringed, please notify Website.
15. **EXPORT RESTRICTIONS.** You acknowledge that the Services, or a portion thereof, may be subject to the Export Administration Regulations, 15 C.F.R. Parts 730-774, of the United States and may be subject to other applicable country export control and trade sanctions laws (“**Export Control and Sanctions Laws**”). If applicable, the Website will provide the U.S. export classification(s) appropriate to its Services upon request. You and Your End Users may not access, use, export, re-export, divert, transfer, or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of Export Control and Sanctions Laws. You represent and warrant that: (i) You and Your End Users (a) are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) and that You and Your End Users will not access or use

the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (b) are not persons, or own 50% or more, individually or in the aggregate by persons, identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders Lists; and (c) are not persons on the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List, or U.S. Department of State proliferation-related lists; (ii) You and Your End Users located in China, Russia, or Venezuela are not Military End Users and will not put the Website's Services to a Military End Use, as defined in 15 C.F.R. 744.21; (iii) no Content created or submitted by You or Your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control and Sanctions Laws; and (iv) You and Your End Users will not take any action that would constitute a violation of, or be penalized under, U.S. antiboycott laws administered by the U.S. Department of Commerce or the U.S. Department of the Treasury. You are solely responsible for complying with the Export Control and Sanctions Laws and monitoring them for any modifications.

16. **INJUNCTIVE RELIEF.** You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying, or disclosure of technical information or materials related to the Services, may cause irreparable injury to the Website, its Affiliates, suppliers, and any other party authorized by the Website to resell, distribute, or promote the Services ("**Resellers**"). Under such circumstances, the Website, its Affiliates, suppliers, and Resellers will be entitled to equitable relief without posting a bond or other security, including, but not limited to, preliminary and permanent injunctive relief.
17. **NO WARRANTIES.** YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS." THE WEBSITE, ITS AFFILIATES, SUPPLIERS, AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE WEBSITE, ITS AFFILIATES, SUPPLIERS, AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES USED IS AT YOUR DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO AND RESULTING FROM THE SERVICES USED. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. THE WEBSITE DOES NOT ASSUME ANY RESPONSIBILITY FOR THE RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. THE WEBSITE CANNOT GUARANTEE

AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE SERVICES USED. USE IS AT YOUR OWN RISK.

18. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless the Website, its affiliates, officers, directors, employees, consultants, agents, suppliers, and Resellers from any third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from Your use of the Service, including, but not limited to, any claims, liability, damages, and costs relating to any asserted inadequacy of medical treatment of Participant.
19. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE WEBSITE OR ITS AFFILIATES, SUPPLIERS, OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF THE WEBSITE, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE WEBSITE'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.
20. **AGREEMENT TO ARBITRATE, WAIVER OF CLASS ACTION.** You agree to resolve disputes only on an individual basis, through good faith dispute resolution efforts, use of small claims courts or arbitration under the provisions of Exhibit A. **The parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.**
21. **PRIVACY AND OTHER POLICIES.** Use of the Services is also subject to the Website's Privacy Policy, a link to which can be found on the Website. The Privacy Policy is incorporated into this Agreement by reference. Additionally, You understand and agree that the Website may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving marketing communications or notices.

22. MISCELLANEOUS

- a. **Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, U.S.A., as applied to agreements entered into and to be performed in Massachusetts by Massachusetts residents. Except as provided in Exhibit A, the Parties consent to the exclusive jurisdiction and venue of the state courts located in and serving Suffolk County, Massachusetts, and the federal courts in the Massachusetts.
- b. **Waiver and Severability.** Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. Suppose any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original condition, and the remainder of this Agreement will remain in full force and effect.
- c. **General Provisions.** This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any prior understandings and agreements between the parties respecting such subject matter, except that if You or Your company have executed a separate written agreement or You have signed an order form referencing a separate agreement governing Your use of the Services, then such agreement shall control to the extent that any provision of this Agreement conflicts with the terms of such agreement. The Website may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. The Website will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of the notice, if such is provided), they will be binding on You. If You disagree with the changes, You should discontinue using the Services. If You continue using the Services after such ten-business-day period, You will be deemed to have accepted the changes to the terms of this Agreement. To participate in certain Services, You may be notified that You are required to download software and agree to additional terms and conditions. Unless expressly outlined in such additional terms and conditions, those other terms are incorporated into this Agreement.

Exhibit A

Binding Arbitration

This Exhibit A to the TOS describes the further provisions which apply to the Binding Arbitration and Class Action Waiver.

1. **Disputes.** A dispute is any controversy between You and the Website concerning the Services, any software related to the Services, or any term of this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of Your or the Website's intellectual property rights. As part of the best-efforts process to resolve disputes, and before initiating arbitration proceedings, each party agrees to provide notice of the dispute to the other party, including a description of the conflict, what efforts have been made to resolve it, and what the disputing party is requesting as resolution, to howdeditgo1@gmail.com.
2. **Small Claims Court Available.** You may initiate an action in Your local Small Claims Court if You meet the court's requirements. However, if such a claim is transferred, removed, or appealed to a different court, the Website reserves the right to require arbitration.
3. **Arbitration Procedure.** Disputes not resolved under Section 1 or 2 shall be resolved through arbitration. The American Arbitration Association ("AAA") will conduct any arbitration under its Commercial Arbitration Rules. For more information, see adr.org. Arbitration hearings will occur in Suffolk County, Massachusetts. A single arbitrator will be appointed. The arbitrator must: (a) follow all applicable substantive law; (b) follow applicable statutes of limitations; (c) honor valid claims of privilege; (d) issue a written decision including the reasons for the award. The arbitrator may award damages, declaratory or injunctive relief, and costs (including reasonable attorneys' fees). Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. **Under AAA Rules, the arbitrator rules on their authority, including the arbitrability of any claim; however, a court has exclusive jurisdiction to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.**
4. **Arbitration Fees.** The AAA Rules will govern the payment of filing fees and the AAA's and arbitrator's fees and expenses.
5. **Conflict with AAA Rules.** This Agreement governs if there is a conflict with the AAA's Commercial Arbitration Rules.
6. **The Requirement to File Within One Year.** Notwithstanding any other statute of limitations, a claim or dispute under this Agreement must be filed in Small Claims Court or noticed for arbitration within one year of when it could first be filed, or such lawsuit will be permanently barred.

7. **Severability.** If the class action waiver is illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in court, with the balance resolved through arbitration. If any provision of this Exhibit A is found to be illegal or unenforceable, then that provision will be severed; however, the remaining provisions shall still apply and shall be interpreted to as nearly as possible to achieve the original intent of this Exhibit, inclusive of the severed provision.