



INTENTIONALIST, SPC TERMS OF USE

Last Updated December 2020

The below Terms of Use (the “**Terms**”) are a binding contract between you and Intentionalist, SPC and its affiliates, corporate parent(s), and subsidiaries (collectively, “**Intentionalist**,” “**us**,” “**our**,” or “**we**”). These Terms, together with our [Privacy Notice](#), govern your use of our our websites, mobile applications, social media channels, applications and services (collectively, the “**Site**”). Any terms we use in these Terms of Use without defining them have the definitions given to them in the Privacy Notice.

This Agreement includes a class action waiver and an arbitration provision that governs any disputes between you and Intentionalist.

Acceptance. To access, browse, or use our Site, you must agree to be unconditionally bound by these Terms. You can accept the Terms by clicking to accept or agree to the Terms where this option is made available to you in any agreement, electronic form, or the user interface for any service we offer, or by actually using the Site. These Terms will remain in effect while you use the Site. If you do not agree and accept these Terms, you may not use the Site and you should immediately cease all usage of this Site. You must be of legal age and capacity to form a binding contract in order to accept the Terms. If you have any questions, comments, or concerns regarding these Terms or the Site, please contact us at hello@intentionalist.com.

Consent to Do Business Electronically. By accessing our Site, registering with Intentionalist, or typing your name into any of our electronic forms and indicating your acceptance or submission of information by clicking a box, you consent to (a) Intentionalist communicating with you electronically; (b) receiving all applications, notices, disclosures and authorizations (collectively, “**Records**”) from Intentionalist electronically; and (c) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. Intentionalist will use electronic documents for all communications, agreements, disclosures, authorizations and other documents necessary to provide you with the Site. You must have a computer or other web-enabled device, connection to the internet, an active email account, and the ability to receive and read PDF files (such as Adobe® Acrobat® Reader) to conduct business with us electronically. You agree to be responsible for keeping your own Records. You may print or download Records from the Site and keep them for your own reference. If you require assistance with your Records or if you wish to receive records in paper format or to withdraw your consent to receiving electronic records from us, please contact us at hello@intentionalist.com. Agreements and transactions executed prior to this request will remain valid and enforceable.

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By using the Site and their features, you represent and warrant that (a) any information you submit to us is truthful and accurate, (b) you will maintain the accuracy of that information, and (c) your use of our Site and its features does not violate any applicable law, rule or regulation. Any

information that you provide to us will also be subject to our Privacy Notice. You are solely responsible for the content of any comments you make on the Site.

User Generated Material. If and to the extent that the Site accepts user generated material, Site visitors may have the opportunity to publish, transmit, submit or otherwise post comments, photos, or other materials on the Site ("**User Generated Material**") that may be accessible and viewable by the public or other Site visitors. With respect to any User Generated Material posted by you, you represent that (i) you created and own the rights to the content, or you have the owner's express permission to post such content; and (ii) the content does not infringe any other person's or entity's rights (including, without limitation, copyrights, trademarks or privacy rights) or violate any applicable laws, rules or regulations, these Terms, or any of our other posted policies. Additionally, User Generated Material must not:

- contain any material that is false, defamatory, libelous, obscene, harassing, threatening, discriminatory, bigoted, hateful, violent, vulgar, profane, pornographic or otherwise offensive, inappropriate, damaging, unlawful, disruptive or harmful;
- violate Intentionalist's or any other person's or entity's legal rights, contain any material that could give rise to civil or criminal liability under applicable laws or regulations, or otherwise promote, advocate or assist any illegal activity or unlawful act;
- create or threaten harm to any person or loss or damage to property;
- include others' Personal Information, such as their address, phone number, email address, social security number, financial information, or any other information that may be used to track, contact, or impersonate that individual;
- infringe any patent, trademark, trade secret, copyright, contract or other intellectual property or other proprietary rights of Intentionalist or any other person;
- seek to harm or exploit children by exposing them to inappropriate content, asking for Personal Information or otherwise;
- misrepresent your identity or affiliation with any person or organization, including Intentionalist;
- seek to collect others' email addresses, usernames, or passwords by any means for any purpose;
- seek to transmit chain letters, bulk or junk email, whether automated or not, or to interfere with, disrupt or create an undue burden on Intentionalist or the networks or services connected to the Site, or to install or attempt to install or promote spyware, malware or other computer code on our computers or equipment or the computers or equipment of third parties;
- relate to commercial activities such as contests, sweepstakes, or other sales promotions, barter, advertising or offers of sale or purchase of goods and services; or
- be otherwise objectionable or non-family-friendly as determined by Intentionalist at our sole discretion.

Please choose carefully the information that you post on the Site and that you give to other users. We discourage you from publicly posting your full name, telephone number, street address, email address or other information that identifies you or allows strangers to find you or to steal your identity. You are solely responsible for your User Generated Material and the consequences of posting it online. You assume all risks associated with dealing with other users with whom you come in contact through the Site, and, to the extent that the law permits, you release us from any claims or liability related to any User Generated Material posted on the Site and from any claims related to the conduct of any other users.

We reserve the right but have no obligation to monitor, review, screen, post, remove, reject, modify or store User Generated Material at any time and for any reason without notice. We also reserve the right to take any action regarding disputes between you and any other user and shall have no liability for your interactions or any disputes with other users or for any user's action or inaction. You are solely responsible for your conduct on the Site and your interactions with other users.

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- decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Site.

Security. You are strictly prohibited from violating or trying to violate the security features of the Site, such as by:

- accessing data not intended for you or logging onto a server or an account that you are not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures unless we expressly authorize that you do so in writing;
- attempting to interfere with service to any user, host or network, such as by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing; or
- sending unsolicited email, including promotions and/or advertising of products or services, or forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.

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If you violate our system or network security, you may face civil or criminal liability. We will investigate occurrences that may involve such violations. We may involve or cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

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Indemnification. YOU AGREE TO INDEMNIFY AND HOLD INTENTIONALIST, OUR SUBSIDIARIES AND OUR AFFILIATES, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS, PARTNERS AND EMPLOYEES HARMLESS FROM ANY LOSS, LIABILITY, COST, EXPENSE, CLAIM, DAMAGES, OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS FEES, DUE OR RELATING TO OR ARISING OUT OF (A) YOUR USE OF OUR SERVICES IN VIOLATION OF OUR TERMS, (B) YOUR BREACH OF OUR TERMS, OR (C) ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES SET FORTH IN OUR TERMS.

Limited Liability. IN NO EVENT SHALL THE INTENTIONALIST OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUPPLIERS OR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON RELATED TO OR ARISING OUT OF USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, PROFITS OR GOODWILL, BUSINESS INTERRUPTION, OR COMPUTER FAILURE OR MALFUNCTION, WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS, ALL ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, COPYING, OR DISPLAY OF THE CONTENT OF THIS SITE. THIS LIMITATION APPLIES TO ALL CLAIMS, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, DEFAMATION, STRICT LIABILITY, MISREPRESENTATION, PRODUCTS LIABILITY, VIOLATIONS OF LAW (INCLUDING REGULATIONS), NEGLIGENCE, AND OTHER TORTS, AS WELL AS THIRD-PARTY CLAIMS.

Without limiting the foregoing provisions or the provisions of our Privacy Notice, the limit on total cumulative liability owed by Intentionalist to you or any person for any claims arising from or relating to the service shall be limited to a maximum of the amount you have paid Intentionalist for our Site in the 12 months preceding the date of the claim giving rise to such liability.

Assignment. You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Site accounts, in any way (by operation of law or otherwise) without prior written consent from Intentionalist. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

[Privacy Notice](#). You acknowledge that you have read and understand our Privacy Notice. You may review our Privacy Notice at any time by visiting our Site and clicking on the Privacy Notice link on each Site.

Governing Law and Venue. Intentionalist controls and operates the Site from its offices within the United States. Claims relating to, including the use of, the Site and the Contents contained herein are governed by the laws of the United States and the State of Washington, without regard to its conflicts of laws rules. If you choose to access the Site from another location, you do so on your own initiative and are responsible for compliance with applicable local laws. The state and federal courts located nearest to King County, Washington, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.

Class Action Waiver. YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST INTENTIONALIST RELATED TO ANY CLAIM, DISPUTE OR CONTROVERSY, AND, WHERE APPLICABLE, YOU HEREBY AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST INTENTIONALIST OTHERWISE COMMENCED.

Arbitration Agreement. Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions.

Note: This Arbitration Agreement applies only to users in the United States.

YOU AND INTENTIONALIST AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any claim or dispute arising from or relating to these Terms and their interpretation or to the breach, termination or validity thereof, or to the relationships that result from these Terms, including disputes about the validity, scope or enforceability of this arbitration provision (collectively, "**Covered Disputes**") will be settled exclusively by binding, individual arbitration, rather than in court, to be held in Seattle, Washington, or another location mutually agreeable to the parties. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its rules and procedures. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Alternatively, you may assert your claims in small claims court if your claims qualify and so long as the matter remains in such court and advances only on an individual (nonclass, nonrepresentative) basis.

Prior to initiating any arbitration, the initiating party will give the other party at least 60 days' advanced written notice of its intent to file for arbitration. Intentionalist will provide such notice by email to your email address on file with us, and you must provide such notice by email to [email]. During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration.

The arbitrator will have the power to grant whatever relief would be available in court under law or in equity, and any award of the arbitrator(s) will be final and binding on each of the parties. Judgment upon the award rendered by an arbitrator may be entered in any court of competent

jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. Arbitrator will apply applicable law and the provisions of these Terms, and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. Neither Intentionalist nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action, and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this section is found illegal or unenforceable, the remaining arbitration terms shall continue to be fully valid, binding, and enforceable (but in no case will there be a class, representative or private attorney general arbitration). These Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA) and, where otherwise applicable, by the laws of the State of Washington.

Modification of Terms of Use. We are constantly trying to improve our Site, so these Terms may need to change along with the Site. We reserve the right to modify these Terms at any time by updating this posting without notice. All changes are effective immediately when posted and apply to all access to and use of the Site. If you use the Site in any way after a change to the Terms is effective, that means you agree to all of the changes.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.