

CMMC PROOF

Terms of Service

Last Updated: May 27, 2024

Please read these Terms of Service, including the terms of the [Privacy Policy](#), which is incorporated into this document by reference (together, the “**Terms**” or “**Terms of Service**”) carefully before using the CMMC Proof website, application, and/or platform (the “**Platform**”).

These Terms are a contract entered into between You (“**you**,” “**your**,” “**yours**”) and Aspire Cyber, LLC, a Texas company (“**we**,” “**us**,” “**our**,” “**Aspire Cyber**”). These Terms govern your use of and access to the Platform, including any related content, functionality, and services offered on or through it or them (the “**Services**”). These Terms apply to all visitors, users, end-users, and others who wish to access or use the Platform and any other associated website, application, or service.

For any questions about these Terms of Service, please contact us at support@aspirecyber.com.

1. Acceptance of Terms

- a. Acceptance.** BY USING OR ACCESSING THE PLATFORM OR SERVICES, OR BY CLICKING “SIGN UP” AFTER INPUTTING THE REQUIRED INFORMATION, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THE TERMS OR CONDITIONS CONTAINED IN THIS AGREEMENT OR ANY PORTION OF THE TERMS OF SERVICE YOU MUST NOT ACCESS OR USE THE PLATFORM OR SERVICES.
- b. Acceptance on Behalf of a Legal Entity.** IF YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF THIS AGREEMENT AND THE ENTIRETY OF THE TERMS OF SERVICE AND FURTHER UNDERSTAND AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THIS AGREEMENT AND THE ENTIRETY OF THE TERMS OF SERVICE. IN THAT EVENT, “YOU,” “YOUR,” AND “YOURS” WILL REFER AND APPLY TO YOU AS AN INDIVIDUAL AND THAT ENTITY OR AGENCY.
- c. Persons who Cannot Accept.** You cannot accept these Terms if: (i) you are not lawfully entitled to use the Platform or any part, feature, or functionality under any applicable laws in the country, state, province, or other location in which you are physically present at the time of access or otherwise resident of; or (ii) you are under the age of 18. It is your responsibility to ensure that you are legally allowed to enter into these Terms and that you do not violate any applicable laws.
- d. Modification.** We, or our third-party affiliates, may make improvements and/or changes to the capabilities, features, prices, and availability of the Platform at any time without notice. You agree that we are not and shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Platform, the Services or any portion

or functionality thereof. The preceding two sentences do not apply to the rights and obligations of Sections 12 and 13, and if a change or modification of any such sections is made, you will be notified through the Platform and/or via an email address or other contact method you have provided to us. Your continued use of the Platform after any such change constitutes acceptance of the new, additional, or modified Terms.

2. Registration and Accounts.

- a.** Fill in the account creation form on the Platform by providing the requested information. Prior to clicking “Sign Up,” you will be required to provide and confirm certain personal information, including your legal name, an entity name (called a “Company Name” in the form, though it may not be a company but some other legal entity) and email address. By clicking “Sign Up,” your Account is created (an “**Account**”). You are only permitted to have one Account and if your Account is terminated by us for a breach of these Terms, you may not be permitted to create another Account.
- b.** You acknowledge that your Account is personal to you, or your authorized users, if any, and you are obliged not to provide any other person with access to the Platform or Services or portions of it using your email address, password, or other security information.
- c.** You are responsible for maintaining the confidentiality of your data and for monitoring and, if necessary, restricting access to your devices and those of your authorized users, if any. Any email address, password, or any other information chosen by you or provided to you as a part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your Account from a public or shared device so that others are not able to view or record your password or other Account information.
- d.** You will use any and all commercially reasonable efforts to prevent unauthorized use of Account assigned to you and will promptly notify us, in writing, if you suspect that an Account is compromised or misused or if any user ID, password or other access credentials are lost, stolen, compromised, or misused.
- e.** You understand, acknowledge, and agree that to the extent permitted by applicable law, we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the unauthorized use of your Account.
- f.** You understand, acknowledge, and agree that any Account information must be accurate, current, truthful, and complete, and you will keep your Account information accurate, current, truthful, and complete. We may identify you and send notices, statements, and other information by e-mail or through your Account.
- g.** You understand, acknowledge, and agree that we have the right, but not the obligation, to monitor your Account for any reason. You further understand, acknowledge, and agree that we may:
 - remove anything that is, in our sole discretion, unacceptable, inappropriate, or not in compliance with these Terms;

- disclose data to law enforcement agencies or authorities who may investigate reports of misuse or abuse of the Account, the Platform, and/or Services; and
- suspend or terminate access to the Account, at any time and without prior notice.

3. Permitted Use and Conduct

- a. You may use the Services only within the intended purpose and permitted use. You acknowledge that the purpose of the Account is to provide you with access to the Services, including tools to track, access, and manage information and compliance data, interact with the Platform, or other content created, uploaded, shared, published or distributed through the Platform or Services, either directly or indirectly (“**User Content**”). Any use for other purposes or particular misuse of the Services or Platform is not permitted.
- b. Under no circumstances are you permitted to engage in Improper Conduct. Improper Conduct includes, but is not limited to:
 - Falsifying personal information or impersonating any natural or legal person, including payment information, required to use the Services;
 - to spam, phish, pharm, pretext, spider, crawl, or scrape;
 - colluding with any other person or engaging in any type of false valuation or falsification or fabrication of compliance information;
 - offer for sale or license any item or service;
 - to perform or participate in any unlawful acts or to engage in acts that are unrelated to the purpose of the Platform or Services;
 - tampering with the administration of the Services or Platform or trying to in any way tamper with the computer programs associated with the Services or Platform;
 - obtaining other users’ information and spamming other users;
 - abusing the Services or Platform in any way; or
 - otherwise violating these Terms of Service.
- c. Failure to observe the limits of purpose and permitted use of your Account, the Platform, and the Services is deemed a material breach of these Terms. We shall be entitled to – without prejudice to any other rights and in our sole and absolute discretion – terminate your Account, the Account held by your authorized users, if any, and/or both. You may not use or access the Platform or Services if we have terminated your Account or otherwise elect not to provide you access to the Platform or Services.

4. Payments and Subscriptions.

- a. **Price Changes.** All prices, discounts, and promotions posted on the Platform are subject to change without notice. The price charged for Services selected by you will be the price advertised on the Platform at the time the order is placed, subject to the terms of any promotions or discounts, your geographical location or residence, and chosen payment method. You will be charged the price advertised at the time you complete the payment process. If we increase our prices, that increase will only apply to purchases made after

the date the increase comes into effect. The prices posted on the Platform may not include applicable discounts or taxes until the payment information is fully completed by you. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. You must initiate payment for the charges related to the specific Services you select or other products or services provided through the Platform when submitting the order. If you do not complete this payment to our satisfaction, we will not provide you with the Services you requested. Using the Platform or accessing the Services via the Internet may lead to incurring costs that you will have to pay to your service provider.

- b. Payment Methods.** You can use any available and the most convenient payment method currently available through the Platform for all purchases. However, Aspire Cyber does not guarantee the availability of any payment method at any moment. Aspire Cyber may add, remove or suspend any payment method temporarily or permanently by its own discretion. You understand that you are purchasing the Services from Aspire Cyber via a payment service provider (“**PSP**”) and subject to the terms of that PSP. Unless otherwise required by law, you are obligated to contact Aspire Cyber support service for any issues related to payment transactions before contacting the PSP or financial institution. Upon completing the purchase, you are representing and warranting that: (i) the payment information you supply to us is true, correct and complete, (ii) you are duly authorized to use the payment method you provide, (iii) charges incurred by you will be honored by the issuer of your payment method, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any, regardless of the amount quoted on the Platform or through the Services at the time of your order.
- c. Taxes.** Any payments you make through the Platform and for the Services may be subject to applicable state, federal, or other tax. You are solely responsible for payment of any applicable tax, whether local, state, federal, international, or other. Aspire Cyber is not liable for any failure of any user to pay taxes.
- d. Subscriptions.** If you have an Account and authorize us to make recurring payments for certain Services (a “**Subscription**”), we will automatically renew your Subscription from the beginning of the applicable billing period. You irrevocably authorize and instruct us to make the required monthly payments to Aspire Cyber on your behalf. Automatic renewal occurs on the first day after the expiration date. You understand that you are purchasing the Subscription via a PSP.

5. Cancellations, Returns, and Refunds

- a. 14-Day Cancellation.** You have the right to cancel a purchase of Services for a refund within a period of 14 days from purchase. Once you have initiated the process to refund your purchase, you will no longer have the right to access to any Services for which you have initiated a cancellation.

- b. All Sales Final.** Unless otherwise required by applicable law, we have no obligation to provide a refund, exchange, return, or a credit. Due to the nature of Platform as a digital product, no refunds, exchanges, return, or a credit are granted without clear, justified and legitimate reasons. We will assess any refund request for fees payable in advance on its merits and in our sole and absolute discretion. Except as otherwise set out in these Terms, all sales are final, non-refundable, and as-is, with no warranties of any kind, including warranties of quality and fitness for a particular purpose.
- c. Refund and Cancellation Requests.** To request a refund, exchange, return, or a credit, please contact us at support@aspirecyber.com. Absolutely no refunds, exchanges, returns, or credits will be granted solely on the basis of non-use or a change in the availability of certain Services. To cancel a Subscription, please contact us at support@aspirecyber.com. Any such cancellation will be granted immediately upon receipt; however, you will be permitted to access remaining Services or Subscription, in our sole and absolute discretion and subject to availability of any such Services or Subscription.

6. User Content and Intellectual Property

- a. Your Responsibilities.** You are responsible for any User Content that you or your authorized users post on or through the Platform, including its legality, reliability, and appropriateness. By posting User Content on or through the Platform, you represent and warrant that the User Content:
 - 1. is owned and created by you or you have the legal right to use it and the ability to grant us the rights and license as provided in these Terms;
 - 2. does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity;
 - 3. does not contain a link or promote any affiliate program, multi-level marketing scheme, sites repurposing existing stories or off-topic content;
 - 4. does not scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or using any method of access other than manually accessing the publicly-available portions of the Services through a browser or accessing the Services through any approved mobile application, application programming interface, or client application;
 - 5. does not contain software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 6. does not falsely or incorrectly claim that you are, or any other person is, a technology, compliance, legal, government, or financial professional, expert, or agent, or falsely state or otherwise misrepresent your or another person's

affiliation with a government, government agency or entity, law enforcement, law firm, technology institution, financial institution, or educational facility; and

7. is not and does contain unlawful, harmful, threatening, abusive, fraudulent, harassing, insulting, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racist, that glorifies violence, is pornographic, unethical or otherwise prohibited, objectionable, or infringing on the rights of any third party.
- b. Your Rights.** Except for those rights granted herein and any other rights necessary or prudent to provide the Services and enforce or comply with these Terms, you retain any and all of your rights to any User Content you submit, post or display on or through the Platform or Services and you are responsible for protecting those rights. We take no responsibility and assume no liability for any User Content you or any third-party post or otherwise make available on or through the Platform or Services. We reserve the right to terminate the account of anyone found to be infringing on a copyright or otherwise violating these Terms.
 - c. Your License to Us.** You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable and license to use, modify, publicly perform, publicly display, reproduce, re-format and distribute any such User Content on and through the Services and Platform. You agree that this license includes the right for us to make your User Content available to other users, including your authorized users and the administrators of the Platform, who may also use your User Content subject to these Terms.
 - d. Intellectual Property Displayed.** Any other information, images, data or content found on or through this Platform (“**Data**”) is the property of Aspire Cyber, used and displayed by Aspire Cyber in accordance with 17 U.S. Code § 107, or used and displayed with permission given to Aspire Cyber, including all patent rights, copyright, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence (“**Intellectual Property**”). You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Data or Intellectual Property, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us. You specifically agree not to access (or attempt to access) the Platform, Services, User Content, Data or Intellectual Property through any automated means (including the use of any script, web crawler, robot, spider, or scraper), and that you will not forge or manipulate identifiers in order to disguise the origin of any access (or attempted access) to the Platform, Services, User Content, Data or Intellectual Property.
 - e. Intellectual Property Ownership.** The Platform, Services, Data, and other Intellectual Property objects displayed, distributed, or otherwise made available via the Platform and Services, is the property of Aspire Cyber, and its successors, assigns, licensors, or suppliers. Unless specifically provided in these Terms or if you have agreed otherwise in writing with us, nothing in these Terms gives you a right to use the Platform, Services,

Data, User Content or Intellectual Property, and nothing in these Terms transfers or assigns any ownership rights.

- f. **Feedback.** We may provide means for you to give suggestions or feedback, or we may require information from you to provide troubleshooting or other Services. We are under no obligation to use suggestion, feedback, or information, but may, in our sole discretion, without any credit or notification to you. You hereby specifically disclaim any rights, whether through intellectual property, moral rights, or any other right in law or equity for any User Content you submit to us for the purpose of functionality suggestions, feedback, or customer service, including any complaints and regardless of the method you provide it to us and expressly permit us to utilize it as we deem necessary or desirable for any purpose whatsoever.

7. Links to and Integration with Other Websites and Platforms. Use of certain links or integrated features on the Platform will direct you to third party feeds, software, websites or applications (collectively, “**Third-Party Platforms**”). Such Third-Party Platforms are not under the control of Aspire Cyber, and we are not responsible for the content or services of any such Third-Party Platforms or any link contained in such Third Party-Platform. Links to Third-Party Platforms included on or through the Platform are provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by us of any such Third-Party Platform or the products or services or information offered therein. If you decide to access any Third-Party Platform information, you do so entirely at your own risk. In no event shall we be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Third-Party Platform. We strongly advise you to read the Terms of Service and Privacy Policies (and/or any other applicable document, contract, or agreement) of any Third-Party Platform or any other website or services that you visit.

8. Location, Push Notifications, and Other Technologies

- a. **Location Verification.** To determine your eligibility to use the Services, we may determine your location using one or more reference points, such as GPS, IP address, beacons and/or software within your personal computer, mobile device, consumer electronics device, video game device or console, or any other equipment. If you have set your device(s) to disable GPS, Bluetooth or other location determining software, use connection methods or systems that mask your location, such a virtual private network, or do not authorize the Services to access your location data, the Services may not be able to determine your location and you will not be able to access the Services. We reserves the right to suspend and/or terminate your account if you prevent the Services from accurately determining your location. For more information about how the Services collects, uses and retains your information, please read the Privacy Policy.
- b. **Other Technologies.** We may include other integrated technologies or services in the Platform and Services, as we deem necessary. Any such additional technology will be subject to the restrictions in our Privacy Policy, which may be updated to reflect any such addition.

9. Term and Termination

- a. Termination.** We may terminate these Terms, your Account or the Account of your authorized users, if any, or any use of or access to the Platform or Services at any time for any reason, with or without cause. We specifically reserve the right to terminate these Terms if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of Aspire Cyber or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal, incorrect, or immoral material. If you have registered for an Account, you may also terminate these Terms at any time by contacting us at support@aspirecyber.com and requesting termination.
- b. Effect of Termination.** Upon the termination of these Terms, any provisions that would be expected to survive termination by their nature shall remain in full force and effect, including, but not limited to Indemnification, Limitation of Liability, Dispute Resolution, and Disclaimers of Warranties. Upon termination, your right to use the Platform and Services is automatically revoked, and your Account (and the Accounts of your authorized users, if any) will be closed. As a result of Account closure and your termination of these Terms, YOU MUST NOT ACCESS THE PLATFORM OR SERVICES.
- c. Effect on User Content.** Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to User Content you keep on or through the Platform and/or Services and any closure of your Account may involve deletion of any User Content stored in your Account, for which we have no liability whatsoever. We, in our sole discretion and as permitted or required by law, may retain some or all of your Account information and/or User Content, including any license thereto.
- d. Risk of Loss.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU ACKNOWLEDGE AND AGREE THAT ANY OR ALL OF OUR SERVICES MAY BE TERMINATED IN WHOLE OR IN PART AT OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU ASSUME ANY AND ALL RISK OF LOSS ASSOCIATED WITH THE TERMINATION OF OUR SERVICES.

- 10. Disclaimer of Warranties.** Your access to and use of the Platform and Services is at your sole risk, and you expressly understand and agree that access to and use of the Platform and Services is at your sole risk. The Platform (including the Services, Data, and any User Content) is provided to you on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, either express or implied, including, without limitation, any warranties contained elsewhere in these Terms of Service and any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You acknowledge that Aspire Cyber has no control over, and no duty to take any action regarding: which users gain access to or use the Service; what effects the User Content and/or Data may have on you; how you may interpret or use the User Content and/or Data; or what actions you may take as a result of having been exposed to the User Content and/or Data. You release Aspire Cyber from all liability for you having acquired or not acquired User Content, Data, or other information on or through the Platform or Services. The Platform or Services may contain, or direct you to other websites containing information that some people may find offensive or inappropriate, or may be incorrect. We make no representations concerning any User Content or Data contained in or accessed through the Platform or Services, and Aspire

Cyber will not be responsible or liable for the accuracy, compliance, legality, truthfulness, correctness, or decency of material contained in or accessed through the Platform or Services.

11. Indemnification. In addition to any other indemnifications stated in these Terms, you agree to indemnify, defend, and hold harmless Aspire Cyber and its affiliates, vendors, licensors and their respective owners, directors, officers, employees, agents, subsidiaries, representatives, successors and assigns from and against all claims, demands, liabilities, suits, actions, judgments, awards, damages, losses, costs and expenses, including attorneys' fees, arising out of, related to, or resulting from

- a. any action taken using your Account, user IDs, passwords or other access credentials,
- b. your use or non-use of the Platform or Services;
- c. your reliance or non-reliance on any User Content, Data or other information on the Platform;
- d. the User Content or Data made available through your Account;
- e. your or noncompliance with or breach of these Terms;
- f. your age, physical location at the time of access to or use of the Platform or Services;
- g. your relationship to or association with an entity named when you created your Account;
- h. your receipt, ownership, use, or misuse of any User Content, Data, or other information;
- i. your use of third-party services, including products, links, advertisements, or tools; and
- j. your violations of any third-party rights, including any third-party intellectual property rights or rights of privacy.

12. Limitation of Liability

- a. In no event shall Aspire Cyber, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, injuries or any other damage that might occur to your person, loss of profits, loss of data, compliance requirements, legal obligations, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Platform or Services, whether in whole or part; (ii) any conduct or content of any third party on the Platform; (iii) any User Content, Data, or other information obtained from the Platform, including any services offered or provided by users, including the Services; and (iv) unauthorized access, use or alteration of your transmissions or content, User Content, and Data, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- b. IN NO EVENT SHALL ASPIRE CYBER, LLC, ITS EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, SUCCESSORS, ASSIGNS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AND MEMBERS, BE LIABLE TO

YOU, YOUR AUTHORIZED USERS OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGES WHATSOEVER ARISING FROM :

1. THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, AND ACCOUNTS,
 2. ANY INFORMATION, USER CONTENT, INTELLECTUAL PROPERTY, MATERIALS, OR THE SERVICES OTHERWISE MADE AVAILABLE TO YOU THROUGH US,
 3. CHANGES IN APPLICABLE LAWS AFFECTING YOU OR OTHER PERSONS, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA.
 4. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY OF ANY KIND FOR ANY AUTHORIZED, UNAUTHORIZED, OR UNINTENDED ACCESS TO OR USE OF YOUR CONFIDENTIAL INFORMATION, USER CONTENT, OR INTELLECTUAL PROPERTY. BY EITHER YOU OR YOUR AUTHORIZED USERS UTILIZING OUR PLATFORM, SERVICES, OR ACCOUNTS, YOU ACKNOWLEDGE AND AGREE TO OUR DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCESS OR OTHERWISE USE THEM.
- c. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- d. THE ABOVE LIMITATIONS SHALL SURVIVE THESE TERMS OF SERVICE AND INURE TO THE BENEFIT OF ASPIRE CYBER, ITS AFFILIATES, AND RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
- e. Nothing in these Terms shall be construed to be financial, investment, tax, or legal advice by Aspire Cyber. These Terms of Service are not intended to, and do not, create or impose any tax or legal obligation on Aspire Cyber, its employees, agents, affiliates, assigns, subcontractors, licensors, suppliers, or any other persons or entities.

13. Dispute Resolution

- a. **Initial Dispute Resolution.** You can email us at support@aspirecyber.com to address any concerns you may have regarding the Platform or Services. We attempt to resolve concerns quickly to our user's satisfaction. The parties shall in good faith use their best efforts to settle any dispute, claim, question, or disagreement prior to and as a condition of initiating any legal proceeding.
- b. **Governing Law.** These Terms are governed by the State of Texas, without regard to its conflict of laws rules or principles. The parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended.

- c. Time to File Dispute.** Any claim or cause of action you or may have arising out of, relating to, or resulting from these Terms, the Platform, Services, or Account must be commenced within one year after the cause of action accrues. Otherwise, such claim or cause of action is waived and permanently barred.
- d. Class Action Waiver.** Any arbitration shall be conducted in your individual capacity only and not as a class action or other representative action, and you expressly waive your right to file a class action or seek relief on a class basis. YOU AGREE THAT YOU MAY ONLY BRING CLAIMS AGAINST ASPIRE CYBER ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- e. Binding Arbitration in the United States.** All questions or disputes regarding the interpretation, performance, or enforceability of these Terms, or the rights and remedies of the parties, shall be resolved by binding arbitration before a single arbitrator, with arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect on the date the proceeding is initiated. The arbitrator shall apply the substantive laws of the State of Texas, United States without giving effect to any conflict of laws rules or principles. The arbitration hearing and all related proceedings shall be conducted in Delaware and in the English language. The arbitrator's decision shall be final and non-appealable. Judgment on the award or decision rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to settle any controversy, claim or dispute by finding that a party should be enjoined from certain actions or be compelled to undertake certain actions, and in such event a court of competent jurisdiction may enter an order enjoining and/or compelling such actions as found by the arbitrator. Except to the extent required by applicable law, the parties agree to keep confidential the nature of the controversy, claims, and dispute submitted to arbitration, all submissions made by the parties in connection with any arbitration proceeding or hearing, and the content of the arbitration proceedings and hearings. This section does not limit either party's right to provisional or ancillary remedies from a court of competent jurisdiction before, during, or after arbitration, and the exercise of any such remedy does not waive either party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction. Any requirement in these Terms to pay or reimburse court costs or attorneys' fees includes, without limitation, a requirement to reimburse costs and fees related to such arbitration. These Terms are subject to the operation of the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards
- f. Temporary Restraining Order.** Notwithstanding anything in this Section 13 to the contrary, the parties expressly agree that any court of competent jurisdiction may enter

a temporary restraining order, an order enjoining breach of these Terms pending a final award or further decision by the arbitrator.

- g. Jury Trial Waiver.** EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY FOR DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION COUNTERCLAIMS REGARDING SUCH DISPUTES, CLAIMS RELATED TO THE PARTIES' NEGOTIATIONS AND INDUCEMENTS TO ENTER INTO THIS LICENSE, AND OTHER CHALLENGES TO THE VALIDITY OR ENFORCEABILITY OF THIS LICENSE. THE WAIVER IN THE PRECEDING SENTENCE APPLIES REGARDLESS OF THE TYPE OF DISPUTE, WHETHER PROCEEDING UNDER CLAIMS OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY.
- h. Waiver of Terms.** Any waiver made by us regarding these Terms shall be effective only if agreed or declared in writing. If we fail at any time to enforce any right, power or remedy reserved to us under these Terms, such failure shall not be treated as a waiver of our right to exercise the same or any other right, power or remedy at any time. The rights and remedies herein provided are cumulative and not exclusive of any other rights and remedies provided by law.
- i. Right to Opt-Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to support@aspirecyber.com. The notice must be sent within 30 days of from the first use of the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we also will not be bound by them.

14. Miscellaneous

- a. Affiliate Disclosure.** We may have an affiliate relationship with third parties and affiliates to whose products and services we link or promote. Because of this relationship, we may earn a commission on products or services purchased by you from a third-party affiliate. We are not responsible for, and you agree not to hold us liable for, any products or services purchased by you from a third-party affiliate, nor are we responsible or liable for any loss or damage caused as a result of your use of any third-party product or service linked to from our Platform or in our Services.
- b. Assignment.** You understand, acknowledge, and agree that we have the right to assign or transfer these Terms and its rights and obligations hereunder to any third party. You understand, acknowledge, and agree that you shall not assign or transfer your rights or subcontract or delegate the performance of any of your obligations under these Terms without our prior written consent, which may or may not be given, withheld, or delayed at our sole and exclusive discretion.
- c. Customer Service.** Should you have any questions, comments or concerns regarding information or services provided or offered by us, our customer service may be contacted at any time by email at support@aspirecyber.com.

- d. Entire Agreement.** These Terms of Service, together with the Privacy Policy and any other terms, constitute the sole and entire agreement between you and Aspire Cyber with respect to the Platform and Services described herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the same. No modification or amendment will be binding upon us unless in a written instrument signed by our duly authorized representative or made available to you by us.
- e. Force Majeure.** We shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of god or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond the control of us, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). We shall use all reasonable efforts to notify you of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.
- f. Notices.** Except as explicitly stated otherwise, any notices directed to Aspire Cyber shall be given by email to support@aspirecyber.com. Any notices directed to you shall be directed to the e-mail address you provide to us, either during the Sign-Up process or when your e-mail address changes through your Account profile. Notice to you shall be deemed given twenty-four (24) hours after any such e-mail is sent unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any address provided to us in your Account profile. In such case, notice shall be deemed given three (3) calendar days after the date of mailing.
- g. Severability.** If any part of these Terms is determined to be invalid or unenforceable by a court or tribunal of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.
- h. Third-Party Beneficiaries.** You understand and agree that, except as otherwise provided for in these Terms, there shall be no third-party beneficiaries to the Terms.
- i. Titles and Headings.** Titles and headings of sections of these Terms are for convenience only and shall not affect the construction of any provision of this Terms.