

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Henry Labs, Inc. Terms of Use

Effective date: 9/15/2023

Welcome to Clerkie. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications, including the Clerkie service (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at

E: support@clerkie.io

Address: 619 7th Street, San Francisco, CA 94103

These Terms of Use (the “Terms”) are a binding contract between you and Henry Labs, Inc. (“Henry Labs,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy and Copyright Dispute Policy.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the <https://clerkie.io> website, by sending you an email, and/or by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

Partners and subsidiaries

By accepting these terms you are also agreeing to the terms of use and privacy policies of our partners and subsidiaries, including but not limited to Clerkie Lending LLC (terms and policies can be found [here](#) and [here](#)), Clerkie Advisory LLC (terms and policies can be found [here](#) and [here](#)), and Clerkie Money LLC (terms and policies can be found [here](#) and [here](#)).

Your use of their services is governed by their terms and their agreements. Any conflict between agreements will be resolved by the agreement most closely associated with the transaction or service in question.

Electronic records and accepting electronic signatures

By accepting these terms you are agreeing to accept electronic records of any agreements you enter into with our partners or subsidiaries such as Clerkie Lending LLC, Clerkie Money LLC and Clerkie Advisory LLC. You may from time to time be offered, request and/or sign up for services provided by, but not limited to, Clerkie Lending LLC, Clerkie Money LLC and Clerkie Advisory LLC. By accepting these terms, you agree to authorize your electronic signature and that your electronic signature will act in the same binding manner as if it were signed by hand.

What about my privacy?

Henry Labs takes the privacy of its users very seriously. For the current Henry Labs Privacy Policy, please visit the <https://clerkie.io> website.

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at support@clerkie.io.

What are the basics of using Clerkie?

You may be required to sign up for an account, and select a password and user name (“Clerkie User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Clerkie User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

By registering, you specifically consent to let us request and receive your consumer report data and other data about you from third parties to include within your account. You understand that you are providing ‘written instructions’ in accordance with the Fair Credit Reporting Act (FCRA), as amended, and other applicable laws for Henry Labs or our subsidiary companies to request and receive copies of consumer reports, scores and other information about me from third parties, including, but not limited to, Experian, TransUnion, and Equifax. You understand that your instructions allow Henry Labs and our subsidiary companies obtain such information at any time for as long as you have a registered Henry Labs account to use as described in these Terms of Use and Privacy Policies and the Terms of Use and Privacy Policies of our subsidiary companies.

You represent and warrant that you are [an individual] of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own internal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use

of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

How does Clerkie relate to my financial institution(s)?

Although Clerkie provides functionality which can facilitate the communication of financial information and similar data, neither Clerkie nor Henry Labs is a bank, financial institution, broker-dealer, brokerage or brokerage service. Clerkie may provide functionality allowing you to connect to your existing financial institution accounts, and may take action with respect to such accounts at your direction and with your consent (and you hereby authorize us to take any such actions in accordance with the directions you give us), but Henry Labs is not responsible for any actions you take with regard to such accounts. Henry Labs is not responsible for any transaction involving such accounts, or for any associated fees that may be charged by your financial institution.

You agree that your use of Services (including without limitation, your provision of login credentials to any of your accounts at third party financial institutions, and your use of the Services in connection therewith) will at all times be in strict compliance with any agreements between you and such financial institutions.

NEITHER HENRY LABS NOR THE SERVICES ARE INTENDED TO PROVIDE LEGAL OR TAX. HENRY LABS IS NOT A BROKER OR TAX ADVISOR. The Services are intended only to assist you in general financial organization and education, and not to provide individualized or targeted advice. Your personal financial situation is unique, and any information obtained through the Service may be general in nature and not be appropriate for your particular situation. Accordingly, before you make any financial decisions or implement any financial strategy, you should consider obtaining additional information and advice from professional advisers (e.g., accountant or tax adviser) who understand your individual circumstances and can advise you accordingly.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Henry Labs);
- (b) Violates any law or regulation, including any applicable export control laws;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your Clerkie account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that

- otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
 - (i) Copies or stores any significant portion of the Content;
 - (j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

Additional terms of use for Clerkie Piggy Banks and Bill Splits

In addition to the above terms, you must agree to and accept all the following terms, or you don't have the right to use our Clerkie Savings (piggy banks) or Bill Split Services:

- (a) When you create a Savings (piggy banks) or Bill Split account with Clerkie (Henry Labs), you authorize Clerkie (Henry Labs) to debit your assigned bank account for the noted amount and date.
- (b) You understand and agree that because this is an electronic transaction, these funds may be withdrawn from your account as soon as the noted transaction date.
- (c) You authorize Clerkie (Henry Labs Inc) to electronically debit and credit my designated deposit accounts at your designated depository financial institutions (your "Bank Accounts") via ACH and, if ever applicable, to correct erroneous debits and credits via ACH.
- (d) You acknowledge that the amount and frequency of each debit and credit may vary and that you waive your right to receive prior notice of the amount and date of each debit and credit
 - i. **Range of Acceptable Debit Amounts for Automatic Debits:** \$0 to \$300 per Business Day (e.g., Clerkie automatically putting money into the savings account)
 - ii. **Range of Acceptable Debit Amounts for Manual Debits:** \$0 to \$2000 per Business Day (limited to \$2000 per week) (e.g., user manually putting money into the savings account) (cont'd on next page)
 - iii. **Frequency of Debits:** Up to 4 time per Business Day
- (e) You are responsible for ensuring that all required funds are available in your account.
- (f) You will not dispute Clerkie (Henry Labs) debiting your checking/savings account, so long as the transaction corresponds to the terms indicated in the savings or bill split configurations.

By using our services, you authorize Clerkie to hold your deposits for your benefit at Evolve Bank & Trust, Member FDIC, in an account ("FBO Account"). For purposes of applicable FDIC deposit insurance limitations, please note that deposits in Evolve Bank & Trust FBO Account may not be separately insured from any other deposit accounts you may have with Evolve Bank & Trust. Every Piggy Bank is a Deposit Account with Bank and is subject to the Deposit Account Agreement found at <https://SynapseFifi.com/evolve-bank-deposit-agreement>.

Electronic Fund Transfers ("EFTs") and Account Balances

By creating an account with Clerkie (from Henry Labs) and initiating bank deposits or withdrawals (i.e. EFTs), you agree to the terms of service and privacy policy of our partners and subsidiaries (including, but not limited to, Clerkie Lending LLC, Clerkie Money LLC, Clerkie Advisory LLC and SynapseFI).

SynapseFI, and SynapseFI financial institution partner's [Terms of Service & Privacy Policy](#) are incorporated herein by reference. Terms not defined in this section shall be defined in SynapseFI TOS.

Henry Labs Inc. (Clerkie) has contracted with certain service providers in order to provide services to you. Certain services are offered through Synapse Financial Technologies, Inc. and its affiliates Synapse Brokerage LLC and Synapse Credit LLC (collectively, "Synapse") and certain third-party financial service providers (each of the foregoing being a "Partner Financial Institution"). Synapse is not a bank and is not affiliated with Henry Labs Inc. (Clerkie). Brokerage accounts and cash management programs are provided through Synapse Brokerage LLC ("Synapse Brokerage"), an SEC-registered broker-dealer and member of [FINRA](#) and [SIPC](#). Additional information about Synapse Brokerage can be found on [FINRA's BrokerCheck](#).

By participating in a Synapse cash management program, you acknowledge receipt of and accept the [Synapse Terms of Service](#) and [Privacy Policy](#), and the applicable disclosures and agreements available in [Synapse's Disclosure Library](#). The Partner Financial Institution(s) participating in a Synapse cash management program can be found in the [List of Program Banks](#).

By creating an account with Henry Labs Inc. (Clerkie) and initiating financial transactions, you agree to the [Synapse Terms of Service](#) and [Privacy Policy](#). You also agree to the terms of service and privacy policy of Synapse's Partner Financial Institution corresponding to the financial service and product(s) you select (collectively, "Synapse Terms"), each of which can be found [here](#) and which are incorporated herein by reference. By creating an account with us, you acknowledge that Synapse may share your information as necessary with their affiliates, Partner Financial Institutions and other service providers in connection with providing their respective services. It is your responsibility to make sure that the information you provide to Henry Labs Inc. (Clerkie) is accurate and complete. Additionally, you are responsible for complying with Synapse Terms when using your account. It is your responsibility to read and understand Synapse Terms as it contains terms and conditions relating to your account including but not limited to your rights, limitations, reversal and other liabilities, limitation of liability and binding arbitration provisions. All financial transactions are performed by Synapse's Partner Financial Institutions, a list of which can be found at [synapsefi.com/legal](#). Henry Labs Inc. (Clerkie) will provide you with all access to all transaction notifications and account balances in addition to providing customer support relating to your account. You should refer to your account agreement for more important information.

Clerkie Savings Accounts are established by Evolve Bank & Trust, Member FDIC. Funds are FDIC insured, subject to applicable limitations and restrictions when we receive the funds deposited to your account. By opening an account on Henry Labs Inc. (Clerkie) and/or opening a deposit account, you agree to the [Evolve U.S. Consumer Privacy Notice](#). To the extent allowed by law, you further agree to receive updated privacy notices through Evolve's website.

The card associated with your brokerage account is a debit card issued by Evolve Bank & Trust pursuant to a license from Mastercard®. See your applicable cardholder agreement for details. Mastercard® is a registered trademark of Mastercard International Incorporated.

W-9 Certification

By using Clerkie's services, you consent to the W-9 terms below:

"I certify, under penalty of perjury that:

- 1) The Taxpayer Identification Number or Social Security Number I provided is correct;*
- 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and*
- 3) I am a U.S. citizen or other U.S. person; and*
- 4) The FATCA code(s) entered (if any) indicating that I am exempt from FATCA reporting is correct.*

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

Transactions History and Disputes

All questions regarding EFT transactions or your SynapseFI User Account must be directed to support@clerkie.io and not to SynapseFI or its financial institution partners. Henry Labs is responsible for resolving issues and errors relating to transactions and account balances. If you wish to make a financial service complaint against Clerkie - Henry Labs, you may email us at support@clerkie.io.

Bank services are provided by Evolve Bank, Member FDIC, through our banking software provider, SynapseFI. To report a complaint relating to the bank services, email help@synapsefi.com.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Henry Labs') rights.

You understand that Henry Labs owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

Do I have to grant any licenses to Henry Labs or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Henry Labs a license to translate, modify (for technical purposes, for example making sure your content is viewable on a mobile device as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Clerkie account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant Henry Labs the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users) (a “Limited Audience User Submission”), then you grant Henry Labs the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant Henry Labs the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Clerkie users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with Henry Labs’ business. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide.

Finally, you understand and agree that Henry Labs, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like Henry Labs, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, please refer to the Copyright link on the <https://clerkie.io> website. To learn more about the DMCA, click here: <https://www.copyright.gov/legislation/dmca.pdf>.

Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren’t liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can’t guarantee the identity of any users or entities with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Henry Labs. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Henry Labs is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Henry Labs has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Henry Labs will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Henry Labs shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Henry Labs is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Henry Labs, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a

California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

Will Henry Labs ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Does Clerkie cost anything?

The Services are predominantly free, but we reserve the right to charge for certain or all Services in the future. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services. You may from time to time be offered, request and/or sign up for services provided by, but not limited to, Clerkie Lending LLC, Clerkie Money LLC, Clerkie Advisory LLC or 3rd party financial service providers. Some of these services may include a one-time fee or subscription fee which will be included in the terms of service and/or specific transaction agreement.

What if I want to stop using Clerkie?

You're free to do that at any time, by contacting us at support@clerkie.io; please refer to our Privacy Policy, as well as the relevant terms above, to understand how we treat information you provide to us after you have stopped using our Services.

Henry Labs is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. Henry Labs has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Henry Labs.

If you have deleted your account by mistake, contact us immediately at support@clerkie.io – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or

indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

I use the Clerkie App available via the Apple App Store – should I know anything about that?

These Terms apply to your use of all the Services, including the applications available via the Apple, Inc. (“Apple”) App Store (the “Application”), but the following additional terms also apply to the Application:

- (a) Both you and Henry Labs acknowledge that the Terms are concluded between you and Henry Labs only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (c) You will only use the Application in connection with an Apple device that you own or control;
- (d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (f) You acknowledge and agree that Henry Labs, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, Henry Labs, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both you and Henry Labs acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- (j) Both you and Henry Labs acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

What else do I need to know?

Warranty Disclaimer. Neither Henry Labs nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from Henry Labs or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY HENRY LABS (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL HENRY LABS (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO HENRY LABS IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, You agree to indemnify and hold Henry Labs, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action (“Claim”), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Henry Labs’ prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law: Arbitration. These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial

experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such 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. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California. **Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND HENRY LABS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Henry Labs may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Henry Labs agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Henry Labs, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Henry Labs, and you do not have any authority of any kind to bind Henry Labs in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and Henry Labs agree there are no third party beneficiaries intended under these Terms.