

TERMS OF USE

Effective: May ??, 2021

Overview

Welcome to the website of Class VI Partners, LLC and CoPilot Analytics (“Class VI”, “us,” “our,” or “we”). These Terms of Use (“Terms”) set forth the terms and conditions under which you are authorized to access and use our “Services” which include our websites at classvipartners.com and copilotanalytics.com (including any subdomains or mobile versions our “Site”), and our online platform. **Through your use of our Services, you agree to these Terms.**

Additional Agreements

To the extent additional rules or guidelines of Class VI affect your use of our Services, those rules and guidelines (including the Privacy Policy) are hereby incorporated by reference into these Terms. We provide the Services to Clients who have entered into an engagement agreement with us (our “Clients”), our Clients’ authorized users (“Authorized Users”), and individuals that may access or use our Service (“Users”). If you are an Authorized User or Client, your engagement agreement, and your End User License Agreement for our proprietary software and platform known as CoPilot or other contract (“Services Agreement”) will apply. In the event of a conflict between these Terms and our Privacy Policy or any Services Agreement, the Privacy Policy or Services Agreement shall control to the extent of such conflict.

Your Access to the Services

As a condition of your right to access and use our Services, you represent that you are at least 18 years of age and that you are not a person barred from accessing the Services under the laws of the United States or any other country. Class VI reserves the right to terminate your access in the event you violate these Terms or any Services Agreement. **YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES CONDUCTED IN CONNECTION WITH THE USE OF THE SERVICES ON YOUR DEVICE(S) OR UNDER YOUR ACCOUNT.**

Third-Party Services and Content

We may use third party service providers in order to provide the Services to you. Third parties are not governed by these Terms. You acknowledge that any reliance on representations and warranties provided by any party other than Class VI will be at your own risk.

Consent to Electronic Communications

By using the Services, you agree that Class VI may communicate with you electronically regarding your use of the Services and related matters, and that any notices, agreements, disclosures or other communications that Class VI sends to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent to your receipt of electronic notice, please notify Class VI at: info@classvipartners.com.

Modifications and Interruption to the Services

We reserve the right to modify or discontinue all or any portion of our Services with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not

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guarantee continuous, uninterrupted or secure access to our Services, or that our Services will be error free. You understand that usage of our Services may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

Restricted Activities

You may not use our Services to, and you may not otherwise engage in any of the following activities:

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- (1) violate or encourage the violation of any local, state, national, or international law or regulation;
- (2) infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (3) disrupt or interfere with the security or use of the Services or any websites or content linked to them;
- (4) interfere with or damage the integrity of the Services, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
- (5) store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs or Trojan horses;
- (6) attempt to use another user ID, person or entity, misrepresent your affiliation with a person or entity, including (without limitation) Class VI or create or use a false identity;
- (7) attempt to obtain unauthorized access to the Services or portions thereof that are restricted from general access;
- (8) use any meta tags or any other "hidden text" utilizing Class VI name, trademarks, or product names;
- (9) attempt to reverse engineer or otherwise derive or obtain the code in any form for the Services;
- (10) engage in any activity that interferes with any third party's ability to use or enjoy the Services;
- (11) reproduce, duplicate, copy, sell, resell, create derivative works, or exploit for any commercial purpose any Class VI content or any use of or access to the Services;
- (12) use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Services or monitor or copy our web pages or the content contained thereon;
- (13) deep link to the Services for any purpose; or frame the Services, place pop-up windows over any content, or otherwise affect the display of the Services;
- (14) access the Services in order to build a competitive service or to benchmark; or
- (15) assist any third party in engaging in any activity prohibited by these Terms.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, CLASS VI, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, ITS LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “**COMPANY PARTIES**”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF ANY SERVICES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE COMPANY PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights you may have under Section 1542 of the California Civil Code, which states:

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.

Indemnification

You agree to indemnify and hold the Company Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your use of our Services in a manner not permitted by these Terms, including without limitation your actual or alleged violation of these Terms, or infringement of a third party's intellectual property or other rights by you, or another User of our Services using your computer, device or account.

Services Restrictions, Alterations and Terminations

Class VI shall not be responsible for any delays or interruptions of, or errors or omissions contained in, the Services. Class VI reserves the right, but shall not be required, to correct and delays, interruptions, errors or omissions. Class VI may discontinue or alter any aspect of this Services, including, but not limited to: (i) restricting the time of availability, (ii) restricting the availability and/or scope of the Services for certain users, (iii) restricting the amount of use permitted, and (iv) restricting or terminating any User's right to use this service, at Class VI's sole discretion and without prior notice or liability.

Username, Passwords and Security

Your username and password will be your identity for purposes of interacting with Class VI and other users through the Services. You shall keep confidential, shall not disseminate, and shall use solely in accordance with this Agreement, your username and password for the Services. You shall immediately notify Class VI if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Services. In the event of such loss, theft, or unauthorized use, Class VI may impose on you, at Class VI's sole discretion, additional security obligations. If any unauthorized person obtains access to the Services as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly brief Class VI. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

Copyright and Trademark Information

All content, copyrightable material, and other intellectual property rights in the content available on our Services, including without limitation design, text, graphics, interfaces, and the selection and arrangements thereof (collectively "**Content**"), are owned by Class VI, its Clients, or users with all rights reserved, or in some cases may be licensed to Class VI by the Client, User, or other third parties. This Content is protected by the intellectual property rights of Class VI or those owners. All Content which qualifies for protection under U.S. Federal Copyright Law is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. All trademarks displayed on our Services are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with Class VI.

Permitted Use of the Content

Any use of Content on the Services, including without limitation reproduction for purposes other than those noted herein, modification, distribution, replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Class VI or as part of a Client agreement with Class VI, is strictly prohibited. With the exception of search engines, you agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the Content contained therein without prior written permission of Class VI. You may not

make any use of Content owned by any third parties which is available on the Services, without the express consent of those third parties.

Providing Feedback to Class VI

We welcome your comments and feedback about our Services. All information and materials submitted to Class VI through the Services or otherwise, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Services or the business of Class VI (collectively, "**Feedback**"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but Class VI reserves the right to treat any such Feedback as the confidential information of Class VI.

By submitting Feedback to Class VI, you assign to the Company Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The Company Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

Governing Laws

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Colorado, U.S.A. Each party agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the state and federal courts of Denver, Colorado, and you irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Class VI.

Dispute Resolution

By entering into Terms of Use, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connected with these Terms of Use must be asserted individually. You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Services must be filled within one calendar year after such claim or cause of action arises, or forever be barred. If a claim proceeds in court, we each waive any right to a jury trial.

Compliance with Laws

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Services in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

Notice for California Residents

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Changes to These Terms

We reserve the right, at any time, to modify, alter, or update these Terms without prior notice. You are encouraged to check this page regularly for changes to the Terms. Modifications will become effective immediately upon being posted to our Services, without further notice to you. Your continued use of any of our Services after such modifications are posted constitutes your acknowledgement and acceptance of such modifications, and you may not amend these Terms.

Other Terms

Integration -These Terms of Use (including all of the policies described in these Terms of Use, which are incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter.

Waiver -No failure or delay by a party in exercising any right, power or privilege under these Terms of Use will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

Severability -If any provision of these Terms of Use is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting the original intentions of Class VI.

Force Majeure -Class VI will not be liable for any failure or deficiency in the performance or availability of the Services by reason of the occurrence of any event beyond our reasonable control, including without limitation, a labor disturbance, an Internet outage, interruption of service, communication outage, failure by a service provider to Class VI, fire, terrorism, natural disaster, pandemic, act of God, or war.