

Terms Of Service

END USER SOFTWARE LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“EULA”) CONSTITUTES A LEGAL AGREEMENT THAT REGULATES THE BUSINESS RELATIONSHIP BETWEEN YOU, AN INDIVIDUAL (THE “USER” OR “YOU”) AND MILES COLLEGE dba BearSafe APP, LLC.(THE “COMPANY” OR “WE “), WITH REGARD TO YOUR USE OF THE COMPANY’S APPLICATION (THE “APPLICATION”). ANY DOWNLOAD, INSTALLATION OR USE OF THE APPLICATION, INCLUDING ANY UPDATED VERSION OF THE APPLICATION, IS SUBJECT TO, AND SHALL REMAIN SUBJECT TO, THE CONDITIONS OF THIS EULA, AT ANY TIME.

BY CLICKING THE “I APPROVE” BUTTON AND/OR BY DOWNLOADING, INSTALLING OR USING THE APPLICATION ON YOUR MOBILE DEVICE (“DEVICE”), YOU CONFIRM THAT YOU UNDERSTOOD THE TERMS OF THIS EULA, AND CONSENT TO BE BOUND BY THE TERMS OF THIS EULA. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES IN THIS EULA, IN ITS SOLE DISCRETION BY PUBLISHING AMENDED EULA. YOUR CONTINUED USE OF THE APPLICATION AFTER THE POSTING BY THE COMPANY OF AN UPDATED EULA, CONSTITUTES YOUR AGREEMENT TO ANY AMENDED VERSION OF THE EULA.

THIS EULA CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER CLAUSE. BY USING THIS SITE, YOU ARE ACCEPTING THE TERMS OF THE EULA AND, WHILE YOU MAY STILL PURSUE CLAIMS AGAINST US, WITH A FEW EXCEPTIONS (FOR EXAMPLE, IF YOU SUBMIT A VALID ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE AS DESCRIBED BELOW), YOU ARE AGREEING THAT YOU MUST PURSUE YOUR CLAIMS IN A BINDING ARBITRATION PROCEEDING (AND NOT IN A COURT) AND ONLY ON AN INDIVIDUAL (AND NOT A CLASS ACTION) BASIS. PLEASE READ THIS EULA CAREFULLY TO UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

License

COMPANY hereby grants You, pursuant to the terms and subject to the conditions of this EULA, a limited, personal, non-exclusive, non-assignable, revocable, non-sublicenseable license to use one copy of the APPLICATION on one Device that You own or control, for personal use only, all in accordance with the terms and subject to the conditions contained in this EULA (the “LICENSE”). The COMPANY reserves all other rights to the APPLICATION that were not explicitly granted under this EULA. The License is conditioned upon Your full compliance with the terms of this EULA and shall be immediately terminated upon any breach by You of any of the terms hereof.

Restrictions and prohibitions

You acknowledge that You are over the age of 18 and have the power and authority to agree to this EULA. If You are under the age 18 and using the APPLICATION, You acknowledge that Your parents and/or Your legal guardian have agreed to the terms of this EULA on your behalf. In the event that You are under the age of 13 do not download, install or use the APPLICATION.

You hereby undertake not to use the APPLICATION in any way to: (i) Upload content and/or information which You do not have the right to upload, including without limitations content or information infringing upon third party proprietary or privacy rights. (ii) Interfere with, disrupt, limit or prevent the use of the APPLICATION. (iii) Upload content and/or information which is misleading, false or harmful to the COMPANY. (iv) Upload information which is abusive, defamatory or threatening. (v) Harass or falsely report an incident. (vi) Commercially exploit or make business use of the APPLICATION or any information transmitted there through.

You undertake to refrain from any attempt to collect information and User Generated Content via the APPLICATION, including through technological means, operation or assistance to the operation of a computer APPLICATION or by any other means designed to scan and/or copy and/or retrieve and/or mine information, to refrain from executing and/or causing any change to the APPLICATION, including to other users' content, and not to interfere with the APPLICATION's source code.

You shall inform the COMPANY, immediately, regarding any possibility of damage that may be caused to other users and/or third parties and/or the COMPANY and/or of an existing or anticipated breach of the applicable law, due and/or as a result of Your use of the APPLICATION.

User Generated Content

Any content that You wish to report to public authorities including emergency and/or municipal authorities ("Authorities") via the APPLICATION as part of an event, including your location, live video & audio broadcasting from your Device ("User Generated Content") shall be accompanied by Your contact details as provided upon your installation of the APPLICATION. Some features of the APPLICATION require phone access and make use of the Device's camera, microphone and detailed location sent by the Device. These features cannot be provided without utilizing this technology.

You undertake that there is no legal and/or contractual and/or any other obligation that prevents You from uploading and/or publishing and/or transferring the User Generated Content and that said User Generated Content is not in any breach of any applicable law and is not in breach of any right of any third party. Any User Generated Content uploaded by You shall be under Your sole and exclusive responsibility and the COMPANY will not be responsible in any way for such User Generated Content.

You shall be fully liable for the User Generated Content uploaded and/or shared by You, including without limitations for act of defamation and/or breach of privacy and/or violation of proprietary rights and/or contractual and/or violation of a judicial decree and/or any other violation, and You expressly exempt the COMPANY, including its representatives, employees, managers and shareholders acting on its behalf (“Representatives”), from any and all responsibility and/or liability in connection therewith.

You hereby undertake to indemnify the COMPANY and/or its Representatives, immediately upon their first request, for any damage, injury, loss, expense, fee, lost profits, lost data, loss of use and damage to goodwill, that they may incur by any claim and/ or demand by a third-party (including the Authorities), including any legal fees, due to violation by You of this EULA, concerning Your activities via the APPLICATION. Aforementioned indemnification shall not derogate from any remedy that the COMPANY is entitled to by any applicable law.

You acknowledge and agree that You must evaluate the risk in sending User Generated Content before it is uploaded and bear all risks with respect to uploading such User Generated Content and that in no event shall the COMPANY be liable for any damage cost or expense caused to a third party by the uploading of User Generated Content. Additionally, You acknowledge that other than the User Generated Content provided by You, information provided by the APPLICATION originates from other users of the APPLICATION, and may be inaccurate, incomplete or outdated. We do not provide any warranties regarding the credibility or reliability of such information. You hereby release the COMPANY, fully and completely, including its Representatives of any responsibility for damage cost or expense accruing from or likely to be caused to any third party in connection with the publication of User Generated Content, and/or in connection with damages incurred or which may occur as a result of the publication of User Generated Content, as aforementioned.

The COMPANY may, at its sole discretion, refuse to allow You to share User Generated Content with any Authority without the need to receive Your consent or provide You with prior notice, in case that COMPANY suspects a violation and/or risk of violation of the provisions of this EULA, the provisions of the applicable law or the rights of third parties and/or in case of a request by competent authorities and/or as a result of technical reasons, including technological changes, or due to the request of the receiving party, even if backups of User Generated Content are not saved and stored. COMPANY may also notify You that there is no need for any such User Generated Content and therefore no such User Generated Content will be uploaded.

When You upload User Generated Content via the APPLICATION, You grant the authority with which You choose to share the User Generated Content, a perpetual, irrevocable and free of charge, perpetual license to use and save such User Generated Content, as well as Your contact details as provided by you upon your installation of the APPLICATION or at any time thereafter, and represent that You are the

owner of such User Generated Content and that such User Generated Content does not belong to a third party including a captured third party and subject to the applicable law.

The User represents and warrants that all the personal data declared by the User in any Registration Form and other forms entered by the User in using the APPLICATION is true and complete. The User represents and warrants that they have the legal capacity and power to enter into the present EULA. User agrees that by using the APPLICATION, they will be bound by the present EULA.

Subscription charges and payment

User may enter into a Subscription with the COMPANY, via forms on the Service or via communication with a COMPANY employee. By clicking "I agree" on a Subscription form on the Service, the User represents that the User is familiar with the fees and charges listed for Subscription services on the COMPANY website, and these forms and schedules are an integral part of this EULA. User understands that COMPANY may change these fees and charges at its sole discretion and without notice to User, provided that they are clearly posted on the Service website. User represents that the User has read this EULA, and that this EULA is a legal and binding agreement between the User and COMPANY.

Unless otherwise agreed in writing by COMPANY, User agrees to pay COMPANY all Subscription charges as they become due. User will be able to access the Service solely through the Internet. Access to protected portions of the Service will be possible for the User only through use of a valid User ID and Password. Communications regarding the Subscription will be sent to the User at the e-mail address provided by User in either the Subscription agreement form or the registration form, and, to the extent that notice is required under this EULA, User agrees that e-mail addressed to such e-mail address constitutes sufficient and valid notice.

User ID/Password/Security

You, the User, may not use or attempt to use an Password for any unauthorized purpose. You may not use a Third Party's Password, nor disclose User's own Password to third parties. The User is also responsible for any and all actions taken under the User's ID and Password. If We determines that the User has disclosed their Password to one or more third parties then We have the right to invoice the User for additional Passwords at the rate then in effect. The User must protect any Content in its possession from unauthorized use, employing at least the same standard of care as it would with its own trade secrets. The User must notify the COMPANY immediately of any unauthorized use of User's ID or Password or any other breach of security.

Parent Connect

The APPLICATION includes the option to use the Parent Connect feature that shares certain private information concerning You to contact persons that are listed as contacts in Your device and who have installed the APPLICATION, including notifying such contacts on your recent activity in the APPLICATION and when you are in the proximity of a location where an event was reported by other users or by authorities.

Any User Generated Content that You will choose to create during Your use of the APPLICATION will be available to users who uses the Parent Connect to connect to You. Any information gained during Your use of the APPLICATION, including by the Parent Connect of other users of the APPLICATION, shall be considered as User Generated Content of the user who generated such content. COMPANY may, at its sole discretion, refuse to allow You to Parent Connect another user or to allow another user to Parent Connect with You. COMPANY shall have no liability in case that a user Parent Connects You has disclosed any of Your User Generated Content and the sole and exclusive responsibility shall be borne by You.

If You choose to accept a request to Parent Connect You, You hereby approve to disclose to such user, certain information concerning You, as specified in these Terms and You undertake to maintain strict confidentiality and not to disclose any information concerning any user who accepted a request from You to Parent Connect such user to any third party and/or not to make any use of such information.

You shall have an option, at all times, to block a user from Parent Connecting You or to stop Parent Connecting another user.

ANY USE OF THE APPLICATION INCLUDING THE PARENT CONNECT FEATURE SHALL BE AT YOUR SOLE AND EXCLUSIVE RESPONSIBILITY. THE USE OF THE APPLICATION INCLUDING THE PARENT CONNECT FEATURE IS NOT A GUARANTEE OR REPLACEMENT FOR ANY EMERGENCY SERVICE AND THE COMPANY SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGE CAUSED TO YOU AS A RESULT OF THE USE OF APPLICATION AND THE PARENT CONNECT FEATURE SUBJECT TO THE APPLICABLE LAW.

Live Map

The APPLICATION includes the option to use the Live Map feature, allowing You to view all reports submitted to the APPLICATION and for others to view Your reports in real time including certain details regarding the reports, the locations from which they were made along with certain information from the public profile of users who made such reports. The information provided by the APPLICATION and in the Live Map feature is not intended to replace any information provided by or to the Authorities.

ANY USE OF THE APPLICATION INCLUDING THE LIVE MAP FEATURE SHALL BE AT YOUR SOLE AND EXCLUSIVE RESPONSIBILITY. THE USE OF THE APPLICATION INCLUDING THE LIVE MAP FEATURE IS NOT A GUARANTEE OR REPLACEMENT FOR ANY EMERGENCY SERVICE OR REPORT OF SUCH EMERGENCY TO THE AUTHORITIES AND THE COMPANY SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGE CAUSED TO YOU AS A RESULT OF THE USE OF APPLICATION AND THE LIVE MAP FEATURE SUBJECT TO THE APPLICABLE LAW.

Ownership and Intellectual Property Rights

You acknowledge and confirm that the APPLICATION and any materials related thereto including, material, text designs, software, music, video, graphics and materials contained in advertisements or messages sent to You or commercial information offered to You by the COMPANY, or that were created or developed by the COMPANY are the exclusive property of the COMPANY and/or properly licensed from other third parties and shall remain as COMPANY's exclusive property at all times. All intellectual property rights (including, inter alia, copyrights, trade secrets, trademarks, patents, etc.) that exist and/or are embodied in the APPLICATION, and/or attached, linked, and/or referring to the APPLICATION, are the exclusive property of the COMPANY and will remain the exclusive property of the COMPANY as stated.

This EULA does not provide You with any rights in the APPLICATION and/or regarding it, and/or in any materials to be transferred to You and/or in any content including User Generated Content, rather only a limited right to view those materials provided to You in accordance with this EULA and the provisions of the applicable law. Nothing stated in this EULA constitutes a waiver of the intellectual property rights of the COMPANY or any third party under any law.

Uses and Restrictions

Unless it is expressly permitted in this EULA, You hereby consent that You shall not, without prior written consent of the COMPANY: (i) use, modify or integrate the APPLICATION into other software, or create derivative works from any part of the APPLICATION; (ii) sell, license (or sub-license), lease, assign, transfer, pledge or share Your rights according to this EULA to and with any other person; (iii) distribute or copy the APPLICATION for the benefit of third parties; (iv) disclose the results of the APPLICATION's performance, or use of these results for a competing APPLICATION development; and/or (v) modify, disassemble, reverse-compile, reverse engineer, update or improve the APPLICATION or attempt to discover the source code of the APPLICATION.

Maintenance and Support

The COMPANY will have no obligation to provide support, maintenance, upgrades, modifications or new versions of the APPLICATION. However, the COMPANY may from time to time issue upgraded versions of the APPLICATION, and might upgrade electronically and automatically the APPLICATION version that You are using on Your Device. You hereby give Your consent to such automatic upgrading, and agree that this EULA apply to all upgrades as stated.

Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED.

COMPANY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY USER GENERATED CONTENT.

COMPANY ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY COMMUNICATION. UNDER NO CIRCUMSTANCES SHALL COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM USE OR INABILITY TO USE OR ANY DELAY IN OR MALFUNCTION IN THE APPLICATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall COMPANY, its affiliates, directors, employees or its licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this service. Under no circumstances will COMPANY be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service or your account or the information contained therein.

To the maximum extent permitted by applicable law, COMPANY assumes no liability or responsibility for any:

Errors, mistakes, or inaccuracies of content;

Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our service;

Any unauthorized access to or use of our secure servers and/or any and all personal information stored therein;

Any interruption or cessation of transmission to or from the service;

Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party;

Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the service; and/or

User content or the defamatory, offensive, or illegal conduct of any third party.

In no event shall COMPANY, its affiliates, directors, employees, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to COMPANY hereunder.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if COMPANY has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

The Service is controlled and operated from facilities in the United States. COMPANY makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations.

Termination

The COMPANY may terminate the License granted to You to use the APPLICATION granted in accordance with this EULA at any time and for any reason. Without derogating from the aforementioned, Your violation of the terms of this EULA shall result in the immediate termination of the License provided to You, and You, upon the termination of the License, will cease all further use of the APPLICATION and delete or destroy any information that is held by You electronically, including any User Generated Content, that is in your possession within the framework of the use of the APPLICATION.

Governing Law: Jurisdiction

This EULA shall be construed and governed under and by the laws of the State of Alabama. The parties agree that exclusive venue for any legal action relating hereto shall be in the state or federal courts with jurisdiction in Shelby County, Alabama. The parties agree not to contest the venue set forth herein and to submit to, and not contest, the exercise of personal jurisdiction over them by any of the foregoing courts.

Indemnification

You agree to defend, indemnify and hold harmless COMPANY and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

Your use of and access to the Service, including any data or work transmitted or received by you;

Your violation of any term of this EULA, including without limitation, your breach of any of the representations and warranties above;

Your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;

Your violation of any law, rule or regulation of the United States or any other country;

Any claim for damages that arise as a result of any of your User Content or any that are submitted via your account or profile; or

Any other party's access and use of the Service with your unique username, password or other appropriate security code.

RESOLUTION OF DISPUTES: BINDING ARBITRATION; NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS

Binding Arbitration and Exclusions from Arbitration.

Except as provided below OR UNLESS YOU SUBMIT A VALID ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE, any and all claims between you and COMPANY will be resolved in binding arbitration rather than in court.

You and COMPANY agree to submit to individual arbitration the resolution of any and all Claims by or between you and/or COMPANY, except that you and COMPANY agree that the following will not be subject to the mandatory arbitration provisions in this EULA: (A) any Claim filed by you or COMPANY with respect to any violation, enforcement or validity of patent, trademark, trade dress, service mark, copyright and/or trade secret rights of you, COMPANY, or any third party, including, but not limited to, Claims related to content that you upload to or share on the Site and/or (B) you or COMPANY may seek a preliminary injunction, restraining order or other provisional equitable relief in any court as provided in this EULA in connection with any Claim whereby you or COMPANY, as applicable, may suffer immediate and irreparable harm for which money damages may be inadequate and impossible to calculate provided, however, that, subsequent to obtaining such preliminary injunction, restraining order or other provisional equitable relief, the Claim will then be submitted to arbitration in accordance

with the EULA. You and COMPANY agree that this EULA affects interstate commerce, and that the enforceability of this section will be governed by, construed, and enforced, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. sections 1–9 (“FAA”). Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination. There is no judge or jury in arbitration, discovery is more limited than in court, there are no class or representative proceedings, and court review of an arbitration decision is limited. An arbitrator must follow this EULA and can award on an individual basis the same damages and relief as a court (including, but not limited to, injunctive and declaratory relief, statutory damages, and attorneys’ fees). “Claim(s)” means any dispute, claim or controversy by or between you and/or COMPANY relating to the Site and/or this EULA (including, but not limited to, this Site’s Privacy Policy and all Additional Terms, Rules, regulations, procedures and policies which we refer to in this EULA), as may be modified from time-to-time, and the subject matter hereof, including, but not limited to, any contract, tort, statutory, or equity claims.

Informal Dispute Resolution.

Except with respect to Claims described above, before either you or COMPANY pursue or participate in any Claim against the other party in arbitration or court proceedings, you or COMPANY must notify the other party of the Claim in writing at least 60 days in advance of initiating the arbitration or court proceeding in order to provide a reasonable opportunity to resolve the Claim.

You may send a written notice of your Claim to COMPANY at 2477 Valleydale Road, Suite A1, Birmingham, AL 35244. COMPANY may send written or electronic notice of its Claim to your email address, COMPANY account or any physical or other address COMPANY has for you. The notice must describe the Claim in reasonable detail and set forth the relief requested so that the other party has an opportunity to adequately address the Claim. Except with respect to Claims described above, you and COMPANY agree to negotiate in good faith with each other to try to informally resolve the Claim and, if you and COMPANY do not reach an informal resolution of the Claim within 60 days, then the Claim may be submitted to binding arbitration as set forth above.

Arbitration Proceedings and Costs.

Any arbitration will be administered by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (the “AAA Rules”), as modified by this EULA. The AAA Rules, and other information about the AAA, are available at the AAA’s website at www.adr.org. A form for initiating arbitration proceedings is available on the AAA’s website (see “Demand for Arbitration, Consumer Arbitration Rules”, under Rules and Forms, Consumer Forms, at <https://www.adr.org>, but contact the AAA if you have issues locating the form) and arbitration proceedings shall be initiated in the location described in this EULA. As required by the AAA Rules, if you initiate the arbitration proceedings, you must send the original copy of the completed form to COMPANY, which should be sent to COMPANY at

the following address: 5500 Myron Massey Blvd, Fairfield, AL 35064. If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules. In all cases, you and COMPANY shall exchange documents and other information that you or COMPANY intend to use in the arbitration.

Upon filing of an arbitration demand for Claims up to \$75,000, COMPANY will reimburse you for all necessary filing, administration and arbitrator fees paid by you to the AAA or, if you wish COMPANY to pay such fees directly to the AAA, you must request payment of such fees by COMPANY by mail to the AAA along with your form initiating arbitration and COMPANY will make arrangements to pay such fees directly to the AAA. In the event the arbitrator determines that the Claim(s) you assert in the arbitration are frivolous or vexatious, you agree to reimburse COMPANY for all fees associated with the arbitration paid by COMPANY on your behalf. You agree that COMPANY shall have no obligation to pay any other fees except as determined by the arbitrator.

For Claims that total more than \$75,000, the AAA Rules will govern payment of filing, administration and arbitrator fees to the maximum extent permitted by law. The decision of the arbitrator will be binding and conclusive on all parties, and judgment to enforce the decision may be entered by any court of competent jurisdiction.

Class Action Waiver

UNLESS YOU SUBMIT A VALID ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE (AS DESCRIBED IN ABOVE), YOU AND COMPANY AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WHETHER IN ARBITRATION OR IN COURT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.

You and COMPANY expressly agree that any Claim is personal to you and COMPANY, shall only be resolved by an individual arbitration (or individual court proceedings with respect to Claims excluded from mandatory arbitration as described in this AGREEMENT), and shall in no event be brought as a class arbitration, a class action, or any other representative proceeding. The arbitrator (or court if the Claim is excluded from mandatory arbitration as described above) may only conduct an individual arbitration (or court action if the Claim is excluded from mandatory arbitration as described above), and may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding. If a court or arbitrator determines that this class action waiver is unenforceable in an action between you and COMPANY, then this AGREEMENT to arbitrate will be unenforceable. Neither you nor COMPANY consent to class arbitration.

Right to Opt Out of Mandatory Arbitration and Class Action Waiver.

If you do not wish to be bound by the mandatory arbitration and class action waiver provisions as set forth above, you must notify COMPANY in writing (the "Arbitration/Class Action Waiver Opt-Out Notice"), where the arbitration/class action waiver opt-out notice meets all of the following requirements:

Sent by first class mail, postage prepaid, certified and return receipt requested or sent by overnight courier service (such as Federal Express) to 5500 Myron Massey Blvd, Fairfield, AL 35064, Postmarked (if sent by first class mail) or deposited with the overnight courier 45 days after the date you accept this AGREEMENT for the first time,

Includes your first and last name, address, phone number, email address and, if applicable, your username if you are a registered user of the COMPANY website(s), APPLICATION(s) or other interactive services(s) along with an identification of the COMPANY website(s), APPLICATION(s) or other interactive services(s) for each such username. We shall use the foregoing information included in the Arbitration/Class Action Waiver Opt-Out Notice to record, process, maintain and administer your opt-out of the mandatory arbitration and class action waiver provisions and not for marketing purposes.

Includes a statement that you do not agree to the mandatory arbitration and class action waiver.

If the Arbitration/Class Action Waiver Opt-Out Notice meets all of the above requirements, you will be deemed to have opted out of the mandatory arbitration and class action waiver provisions set forth above with respect to all COMPANY websites, APPLICATIONS or other interactive services (including, but not limited to, those owned, operated and/or provided by COMPANY. and the corporate affiliates that COMPANY directly or indirectly owns or controls.) Note that a valid Arbitration/Class Action Waiver Opt-Out Notice applies only to the individual identified in such notice as opting out.

If the Arbitration/Class Action Waiver Opt-Out Notice does not meet all of the above requirements, you will not be deemed to have opted out of the mandatory arbitration and class action waiver provisions set out above.

Governing Law, ARBITRATION LOCATION, Jurisdiction, Venue AND JURY TRIAL WAIVER.

With the exception of the provision above that the enforceability of Arbitration is governed both procedurally and substantively by the FAA, this AGREEMENT and your use of the Site is otherwise governed by, construed and enforced in accordance with the laws of the State of Alabama (without regard to that state's conflict of laws rules).

You or COMPANY shall initiate arbitration in the United States county or territory in which you reside or, if you do not reside in the United States or one of its territories, in the non-United States country in which you reside; provided, however, that (a) COMPANY may request to transfer the arbitration to Shelby County, Alabama if it agrees to pay any additional fees or costs you incur as a result of the change in location as such additional fees or costs are determined by the arbitrator and to the maximum extent permitted by law and, upon such request, (b)(i) if you agree to such request, the arbitration shall be transferred to Shelby County, Alabama or (ii) if you do not agree to such request, COMPANY shall have right to request that the arbitrator determine the location in which the arbitration shall be held. You and COMPANY agree that any Claim that is allowed to proceed in court as set forth in this AGREEMENT (including, but not limited to, as a result of your submission of a valid Arbitration/Class Action Waiver Opt-Out Notice), or otherwise proceeds in court in the event the AGREEMENT to arbitrate above is found not to apply to you or a particular Claim as a result of a decision by the arbitrator or a court order, is subject to exclusive jurisdiction and venue in the State or Federal Courts situated in Shelby County, Alabama.

To the extent it may be applicable, you and COMPANY agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act. If any Claim proceeds in court rather than in arbitration, YOU AND COMPANY WAIVE ANY RIGHT TO A JURY TRIAL.

Third Party Software

If the APPLICATION includes any software that has been supplied by third parties, then such software is provided "as is" without warranty of any kind, and said software will be subject to the limitations and conditions which are required by said third party.

You hereby acknowledge and agree that this EULA is entered into solely between You and the COMPANY, and not with Apple and / or Google, and that Apple and / or Google shall have no liability in connection with the APPLICATION. Your use of the APPLICATION will be in accordance with the terms of use of Apple or and/or Google and subject to them in addition to this EULA.

Entire Agreement/Severability

This EULA, together with any other legal notices and Agreements published by COMPANY via the Service, shall constitute the entire AGREEMENT between you and COMPANY concerning the Service. If any provision of this EULA is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this EULA, which shall remain in full force and effect.

No Waiver

No waiver of any term of this EULA shall be deemed a further or continuing waiver of such term or any other term, and COMPANY's failure to assert any right or provision under this EULA shall not constitute a waiver of such right or provision.

Miscellaneous

This EULA represents the entire license AGREEMENT concerning the License that is granted to use the APPLICATION. If it is determined that any provision included in this EULA cannot be enforced, then such provision will be removed or redrafted but only to the extent necessary to make it enforceable and other terms will remain valid.

Any claim suit or demand by You against the COMPANY with respect to this EULA and/or the License granted herein will be raised no later than 6 months from the date of the cause for the claim.

No waiver of any term, provision or condition of this EULA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. You hereby consent to notice by e-mail. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

If the performance of any part of this EULA by either party is prevented, hindered, delayed or otherwise made impracticable by causes beyond the reasonable control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

This EULA supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the APPLICATION. In the event of any conflict between the terms and conditions of this EULA and the terms and conditions of any license AGREEMENTs appearing with or in the software products comprising the APPLICATION, this EULA shall prevail.

This EULA may not be assigned by You without the prior written consent of the COMPANY. COMPANY may assign this EULA without Your consent.

For information or questions, you are welcome to contact the COMPANY by telephone at 205.929.1000 or by email at legal@miles.edu

Last Updated on 1st day of January, 2018