

# SQWIRE

## TERMS OF SERVICE

**Last Modified: June 21, 2019**

**Update Log: N/A**

Welcome to the website of Sqwire, LLC, a Virginia limited liability company (“**Sqwire**”, “**Company**”, “**we**”, “**our**”, or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Service**”), govern your access to and use of [www.getsqwire.com](http://www.getsqwire.com) and [www.getinsightfa.com](http://www.getinsightfa.com) (the “**Website**”) and its related database, software website application and online platform (collectively defined herein as, the “**Sqwire Service**”), as a visiting user (“**User**”). The Website is a copyrighted work belonging to Sqwire.

**IF YOU USE SQWIRE IN ANY FORM (INCLUDING, WITHOUT LIMITATION, NAVIGATING THE WEBSITE OR UTILIZING THE SOFTWARE WEBSITE APPLICATION OR ONLINE PLATFORM) YOU ACCEPT AND AGREE TO BE BOUND BY AND ABIDE BY THESE TERMS OF SERVICE AND THE SQWIRE PRIVACY POLICY, WHICH CAN BE FOUND [HERE](#) [Insert link to Privacy Policy] AND WHICH IS EXPRESSLY INCORPORATED HEREIN. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING A SQWIRE SERVICE. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Website.**

The Sqwire Service is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Sqwire Service, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Sqwire Service.

### **Changes to the Terms of Service**

We may revise and update these Terms of Service from time to time in our sole discretion and timing upon a notification on the Website or through email. You are responsible for providing us with your most current email. All revisions, updates, or changes are effective immediately when we post them to the Website, and apply to all access to and use of the Website User application thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction below will not apply to any disputes for which the parties have actual notice on, or prior to the date the revision, update, or change is posted on the Website. Your continued use of the Website following the posting of revised, updated, or changed Terms of Service means and shall constitute your acceptance and agreement to the revision(s), update(s), or change(s). **You are expected to check, read and agree to this page when we send you a notification on our site or through email, prior to continuing to access or utilize the Company Service so you are aware of any revision, update, or change, as they are binding on you.**

### **Sqwire Service Access**

We reserve the right to withdraw or amend the Website or any Sqwire Services, and any product, service, or material we provide on the Website, in our sole discretion without notice. We will not be liable to you if, for any reason, any part of or the entire Website or Sqwire Services are unavailable for your access or use at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, or the Services.

### **No Professional Advice**

The information contained in or made available through the Website (including but not limited to information contained on message boards, in text files, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, or legal matters. We and our licensors or suppliers make no representations or warranties concerning any, action, or application of information or preparation by any person following the information offered or provided within or through the Website. **NEITHER SQWIRE NOR OUR**

**PARTNERS, AFFILIATES OR ANY OF THEIR AFFILIATES, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES THAT MAY RESULT, INCLUDING BUT NOT LIMITED TO ECONOMIC LOSS, INJURY, ILLNESS OR DEATH.**

You are responsible and accountable for your decisions, actions and results thereof, and by your use of the Website, you agree not to attempt to hold Sqwire liable for any such decisions, actions or results, at any time, under any circumstance.

### **Payment Terms**

You acknowledge and agree that you will pay for all Sqwire Services for which there is a charge, and that Sqwire or its third-party payment processor may charge your credit card, debit card, or other account, as provided by you at the time of purchase or at another time, including any taxes, late fees, and any other charges, costs, or fees associated therewith, that may be accrued or payable by you in connection with your purchase.

### **Prohibited Uses**

You may use the Sqwire Service only for lawful purposes and in accordance with these Terms of Service. **You agree not to use the Sqwire Service:**

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards (see Content Standards below) set out in these Terms of Service.
- To transmit, or procure the sending of, any advertising or promotional material (without our prior written consent), including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or User screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

### **Additionally, you agree not to:**

- Use the Sqwire Service in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Sqwire Service, including their ability to engage in real time activities through the Sqwire Service.
- Use any robot, spider or other automatic device, process or means to access the Sqwire Service for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Sqwire Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

- Attack the Sqwire Service via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Intellectual Property Rights**

The Website, the Sqwire Service, and the online platform, and its entire contents, features and functionality (including, but not limited to, all information, source code, algorithms, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are wholly owned by Sqwire, LLC, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Sqwire Service for your personal, non-commercial use only. These Terms of Service do not constitute a sale or convey to you any rights, title, or interest of ownership in or related to the Sqwire Service or any intellectual property rights owned by Sqwire. Sqwire, Sqwire's logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one (1) copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

#### **You must not:**

- Modify copies of any materials from a Sqwire Service.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from a Sqwire Service.

If you print, copy, modify, or otherwise use or provide any other person with access to any part of the Sqwire Service in breach of the Terms of Service, your right to use the Sqwire Service will cease immediately and you must, at our option and direction, return or destroy any copies of the materials you have made. Any use of the Sqwire Service not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark and other laws.

### **Copyright**

Sqwire respects the intellectual property of others and asks that users of our Website do the same. In connection with our Website, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of Users who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our Users is, through the use of our Website, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to us. Please let us know as soon as possible. Please send the following information to Sqwire, LLC.

- 1.** Your physical or electronic signature;
- 2.** Identification of the copyrighted work(s) that you claim to have been infringed;
- 3.** Identification of the material on our Services that you claim is infringing and that you request

us to remove;

4. Sufficient information to permit us to locate such material;
5. Your address, telephone number, and e-mail address;
6. A statement that you have a good faith belief that use of the objectionable material is not authorized by the owner, its agent, or under the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material facts (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorneys' fees incurred by us in connection with the written notification and the allegation of copyright infringement.

### **User Contributions**

The Website may, now or in the future, contain areas where Users may post, without limitation, reviews, comments, videos, photos, and other content; and submit suggestions, ideas, comments, questions, or other information and other interactive features (collectively, "**Interactive Services**") that allow Users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**Post**") content or materials (collectively, "**User Contributions**") on or through the Website. **All User Contributions must comply with the Content Standards set out in these Terms of Service.**

Any User Contributions you Post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. **You represent, warrant, and covenant that** (a) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us; (b) all of your User Contributions do and will comply with these Terms of Service; (c) your User Contributions, and any third party or User's access or use of the same, are authorized by any third party and applicable government agency who owns or possesses any right or interest in or underlying the objects or property described therein; and (d) all User Contributions provided by you is accurate and complete in its requirement to satisfy the foregoing described representations and warranties.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

**Monitoring and Enforcement:** We reserve the right to (1) remove or refuse to post any User Contributions for any or no reason in our sole discretion; and (2) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. **NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THE TERMS OF SERVICE, YOU WAIVE, RELEASE, AND SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we do not undertake to review all material or User Contributions before it is Posted on the Website, and cannot ensure prompt removal of objectionable, inaccurate, or incomplete material after it has been Posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any User or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

These content standards apply to any and all User Contributions and use of Sqwire Services. You represent, warrant, and covenant that your User Contributions will, in their entirety, comply with all

applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions shall not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on, without limitation, race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by Sqwire or any other person or entity, if this is not the case.
- Contain premises or similar content describing land, trails, or the like, of which you do not have the express right to Post by the same's lawful owner or possessor entitled to extend such right of access and use by persons or Users.

### **Reliance on Information Posted**

The information presented on or through the Sqwire Service is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information.

Any reliance you place on such information is strictly at your own risk. **WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER VISITOR TO THE WEBSITE, SQWIRE, OR ONLINE PLATFORM, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.**

The Sqwire Service may include content provided by third parties, including materials or User Contributions provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Information About You and Your Visits to the Website**

All information we collect on or through the Sqwire Service is subject to our Privacy Policy. By using the Sqwire Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Online Purchases and Other Terms and Conditions**

There may be online purchases made available through our Website. All purchases through our Website or other transactions for the sale of goods or services formed through the Website or as a result of visits made by you are governed by these Terms of Service. Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service.

## **Linking to the Website and Social Media Features**

You may link to our Website's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use the Sqwire Service features solely as they are provided by us solely with respect to the content which they are displayed. **Subject to the foregoing, you must not:**

- Establish a link to the Website from any website that is not lawfully owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Service.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Service. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

## **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, we provide these links for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **Relationship of the Parties and Providers**

Users are not employees or agents of Sqwire or any User. The relationship between Sqwire and a User is that of service provider/client. No brokerage, agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms of Service, regardless of what User Contributions are provided to the Website.

## **Earnings Disclaimer**

All products and Services are for educational and informational purposes only. Nothing on this page, the Website, or any of our content or curriculum is a promise or guarantee of results or future earnings, and Sqwire does not offer any legal, medical, tax or other professional advice. Any financial numbers referenced here, or on the Website, are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance.

Making decisions based on any information presented in our products, events, the Services, or the Website, should be done only with the knowledge that you could experience risk or losses just like any entrepreneurial endeavor. Use caution and always consult your accountant, lawyer or professional advisor before acting on this or any information related to a lifestyle change or your business or finances.

advised before acting on any of any information related to a lifestyle change or your business or finances. You are responsible and accountable for your decisions, actions and results thereof, and by your registration here you agree not to attempt to hold us liable for your decisions, actions or results, at any time, under any circumstance.

### **Affiliate Marketing Disclosure**

Squire accepts forms of cash advertising, sponsorship, paid insertions, or other forms of compensation. Some links found on the Website are affiliate links which allow you to purchase products or services from other companies through advertisements on the Website ("Affiliate Links"). Squire receives compensation for all purchases made through these Affiliate Links.

### **Miscellaneous**

**Geographic Restriction:** We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**International Users:** The Squire Service is controlled, operated, and administered by Squire from our offices within the United States of America. If you access the Service from a location outside of the United States, you are responsible for compliance with all local laws. You agree that you will not use the Squire Services in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

**Disclaimer of Warranties:** EXCEPT AS OTHERWISE PROVIDED, THE SQWIRE IS MADE AVAILABLE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY. SQWIRE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

**Limitation of Liability:** You acknowledge that, unless expressly stated on the Website, all User Contributions are provided by independent Users, not by Squire. **ACCORDINGLY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE COMPANY HAS NO RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION OR USER CONTRIBUTIONS PROVIDED TO YOU BY SUCH USER THROUGH THE SQWIRE SERVICES.**

**UNDER NO CIRCUMSTANCES WILL SQWIRE'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS OF SERVICE EXCEED THE AMOUNT CHARGED FOR SQWIRE SERVICES, IF ANY. IN ADDITION, IN NO EVENT WILL SQWIRE, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MANAGERS, OR MEMBERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE SQWIRE SERVICES, THE ONLINE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, SQWIRE SERVICES, OR ONLINE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, DEATH, DISABILITY, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.** The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

**Indemnification:** You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, managers, members, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of a Squire Service, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Website.

**Governing Law:** These Terms of Service and the relationship between you and the Company will be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule whether of the Commonwealth of Virginia or any other jurisdiction.

**Venue:** Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or Sqwire shall be instituted and litigated exclusively in the federal courts of the United States or the state courts of the city of Norfolk, in the Commonwealth of Virginia (although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your state of residence or any other relevant place). **You waive any and all objections to the exercise of jurisdiction over you by such courts and to exclusive venue in such courts.**

#### **Dispute Resolution and Arbitration Agreement.**

**Pre-Arbitration Dispute Resolution and Notification.** Prior to initiating an arbitration, You and Company each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. Company will contact you at the email address you have provided to us; You can contact Company's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) provided to the other party, as specified in the AAA Rules.

**Agreement to Arbitrate.** You and Company mutually agree that any Disputes will be settled by binding arbitration. If there is a dispute about whether this arbitration agreement can be enforced or applies to our Dispute, you and Company agree that the arbitrator will decide that issue.

**Exceptions to Arbitration Agreement.** You and Company each agree that the following claims are exceptions to the arbitration agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

**Modification of AAA Rules. Attorney's Fees and Costs.** You and Company each agree that either party may be entitled to seek an award of attorney fees and expenses if they prevail in arbitration, to the extent provided under applicable law and the AAA rules.

**Arbitrator's Decision.** The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

**Jury Trial Waiver.** You and Company acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

**No Class Actions or Representative Proceedings.** You and Company acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and Company both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute.

**Severability.** In the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

**No Assignment:** You may not assign your rights under these Terms of Service without our prior written consent, and any attempted assignment will be null and void.



**Limitation on Time to File Claims:** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SQWIRE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver:** No failure by the Company to enforce any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

**Severability:** If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

**Entire Agreement:** The Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and Sqwire, LLC with respect to the Sqwire Service and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website and Sqwire.

**Notices.** We may give notice to you by email or other reasonable means. You shall give notice to Sqwire, LLC by certified mail (postage pre-paid and return receipt requested) to:

Sqwire, LLC

Attn: Legal

101 West Main Street, Suite 430

Norfolk, VA 23510

**QUESTIONS.** Please contact us with any questions regarding these Terms of Service by emailing us at: [customerservice@getsqwire.com](mailto:customerservice@getsqwire.com).