

CONFIDENTIAL AND PRIVILEGED
December 1, 2022 Draft for Discussion Purposes

Terms of Use

Last Revised: December 5, 2022

These terms and conditions of use (the “**Terms**”) govern your use of our online interfaces and properties (e.g., websites and mobile applications) and your other interactions with us (collectively, the “**Site**”). Please read these Terms carefully before using this Site. The Site is owned or controlled by Kyros Care PBC (“**Kyros**”). By accessing this Site in any way, including, without limitation, browsing this Site, using any information, and/or submitting information to Kyros, you agree to and are bound by the terms, conditions, policies and notices contained in the Terms. From time to time we may update this Site and these Terms. Your use of this Site after we post any changes to these Terms constitutes your agreement to those changes. This Site is offered and available to users who are at least 18 years or older (or over the legal age of majority in your jurisdiction). By using this Site, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

NOT FOR EMERGENCIES

DO NOT USE THIS SITE FOR MEDICAL EMERGENCIES. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE GO TO THE NEAREST EMERGENCY DEPARTMENT OR CALL 911. DO NOT DISREGARD OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF CONTENT YOU HAVE READ ON THIS SITE OR OBTAINED THROUGH OUR SERVICES. THIS SITE DOES NOT CONTAIN MEDICAL ADVICE AND WE DO NOT MONITOR THIS SITE OR COMMUNICATIONS FROM THIS SITE OR THROUGH OUR SERVICES FOR MEDICAL DIAGNOSTIC OR EMERGENCY HEALTH CARE PURPOSES.

Binding Arbitration

These Terms provide that all disputes, controversies, or claims arising between you and Kyros will be resolved by BINDING AND FINAL ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights (except for matters that may be taken to small claims court or as it relates to provisional or injunctive relief). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled Arbitration Agreement for the details regarding your agreement to arbitrate any and all disputes with Kyros.

Privacy

Please also consult our Privacy Policy for a description of our privacy practices and policies. Our Privacy Policy is a part of these Terms and you agree to our use and sharing of the information we collect about you as described in here and in our Privacy Policy.

Ownership of the Site

Content on this Site that is provided by Kyros or its licensors, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and program names, slogans, and the compilation of the foregoing (“**Kyros Content**”) is the property of Kyros and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

You agree not to download, display or use any Kyros Content located on the Site for use in any publications, in public performances, on websites other than this Site for any other commercial purpose, in connection with products or services that are not those of Kyros, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Kyros and/or its licensors, that dilutes

the strength of Kyros's or its licensor's property, or that otherwise infringes Kyros's or its licensors' intellectual property rights. You further agree to in no other way misuse any Kyros Content or third party Content that appears on this Site.

Site Access and Restrictions

The following requirements apply to your use the Site: (a) you will not use any electronic communication feature of the Site for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal data about other users; (d) you will not use the Site for any commercial purpose not expressly approved by Kyros in writing; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Violations of system or network security may result in civil or criminal liability. Kyros will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

User Content; Reviews; Feedback and Other Postings

Our Site permits you to submit your personal information, data and information related to you, photos, written posts and certain other information and materials ("**User Content**"). By using these features, you agree that you will not post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by Kyros; that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without limitation, the personnel of Kyros, or misrepresent an affiliation with another person or organization; you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or feature of the Site. Kyros may cancel your account and delete all User Content associated with your account at any time, and without notice, if Kyros deems that you have violated these Terms, the law, or for any other reason. Kyros assumes no liability for any information removed from our Site and reserves the right to permanently restrict access to the Site or a user account.

By displaying, publishing, or otherwise posting any User Content on or through the Site, you hereby grant to Kyros a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content in any and all media now

known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, in video or music software computer programs. You represent and warrant that you own the content submitted, displayed, published or posted by you on the Site and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

You represent and warrant that (i) you own the User Content submitted, displayed, published or posted by you on the Site and otherwise have the right, authority or permissions to grant the license set forth herein, (ii) the User Content was collected in accordance with applicable laws, rules, and regulations, and (iii) the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

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You agree to indemnify and hold Kyros, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, including the Privacy Policy, or any violations thereof by your dependents or which arises from the use of User Content you submitted, posted, or otherwise provided to Kyros or this Site.

Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below. Kyros respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("**DMCA**"), we will respond promptly to notices of alleged infringement that are reported to Kyros's Designated Copyright Agent, identified below.

Notices of Alleged Infringement for Content Made Available on the Site

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice ("**Notice**") complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.

3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to our Copyright Agent:

Accounts; Passwords

If a particular feature or service offered on the Site requires you to open an account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Site. Kyros is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

Additional Obligations for Calls and Messaging. If you use the Site to transmit, send, receive, or facilitate email, calls, SMS/MMS messages, or other communications ("**Communications**") or cause or induce such Communications to be sent through the Site, then the following additional terms apply. You shall at all times comply with the CAN SPAM Act of 2003, the Telephone Consumer Protection Act (47 U.S.C. § 227), the Do-Not-Call Implementation Act and the Do-Not-Call list registry rules, the Telemarketing Sales Rule, 47 C.F.R. § 64.1200 et seq and all other state or local laws, rules, regulations, and guidelines relating to calling or texting, including without limitation, rules, regulations, and guidelines set forth by the Federal Trade Commission and the Federal Communications Commission. You agree that as between you and Kyros, you are the initiator and sender of any call, SMS/MMS message, email or other Communication transmitted through the Service and for all content relating to, inducing, or encouraging Communications to take place. Kyros is not responsible for reviewing the contents of any Communication transmitted through the Site or transmitted by you related to your use of the Service, nor is it responsible for obtaining any necessary consents or permissions from the recipients of such Communications. You represent and warrant that you have all necessary consents and permissions to transmit Communications to recipients and you shall not transmit or cause to be transmitted Communications to recipients who have unsubscribed, withdrawn consent or otherwise opted-out of receiving Communications from you. You shall not use the Site to send any Communications that

disparage any individual or group. You shall not use the Site to bully, harass, or intimidate any individual or group and you agree not to instigate or participate in any communication via the Site that violates the law.

Online Payments; Credit Cards

You can purchase services on the Site. We accept credit and debit cards issued by U.S. banks. If a credit card account is being used for a transaction, Kyros may obtain preapproval for an amount up to the amount of the payment. If you want to designate a different credit card or if there is a change in your credit card, you must change your information online. This may temporarily delay your ability to make online payments while we verify your new payment information.

You represent and warrant that if you are making online payments that: (a) any credit card, debit card and bank account information you supply is true, correct and complete; (b) charges incurred by you will be honored by your credit/debit card Kyros or bank; (c) you will pay the charges incurred by you in the amounts posted, including any applicable taxes; and (d) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information.

Site Accuracy

Although we intend to provide accurate and timely information on the Site, the Site (including, without limitation, the Kyros Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. The information published on the Site is provided as a convenience to our customers and is provided for informational or transactional purposes only. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained in the Site are your sole responsibility and we shall have no liability for such decisions.

Third Party Websites

This Site may hyperlink to sites not maintained by or related to Kyros. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with this Site or Kyros, and Kyros makes no representations or warranties about the content, completeness, or accuracy of those third party sites. Information you submit at a third party site accessible from this Site is subject to the terms of that site's privacy policy, and Kyros has no control over how your information is collected, used, or otherwise handled.

Mobile Application

The use of Kyros mobile application (“App”) requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You are required to send and receive, at your cost, electronic communications related to the App, including without limitation, administrative messages, service announcements, diagnostic data reports, and App updates, from Kyros, your mobile carrier or third party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the App. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the App, including but not limited

to payment of all third party fees associated therewith, including fees or information sent to or through the App. Kyros does not warrant that the App will be compatible with your mobile device. If you download the App, we may send you special offers and messages. These in-App offers may have specific terms and conditions outlined in the offer. These in-App offers and in-App messages are integrated features of the App. If you do not wish to receive these in-App offers and in-App messages, you must delete the App. If you download the App, with your permission, we may also push notifications to your device. You will be able to opt out of push notifications in your device's settings.

No Medical Services or Advice

You understand and agree that any health information and other content appearing on the Sites or developed with your input, whether you are a provider, eligible client, or client or someone acting legally on their behalf, is for informational purposes only. The User Content and Site are not designed to provide medical diagnosis, advice, or treatment. You should discuss all information received through the Site with your physician before making any medical decisions, including starting, stopping or modifying any medication or other treatment or care plan. You acknowledge that your use of the Site does not create a medical provider-patient relationship or constitute the practice of medicine or provision of medical care. You acknowledge that you are responsible for consulting with a medical provider whether or not the Site suggests seeking medical advice.

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YOU ACKNOWLEDGE AND AGREE THAT KYROS MAY CONNECT YOU TO ONE OR MORE INDEPENDENT HEALTH CARE PROFESSIONALS/PROVIDERS THAT ARE CONTRACTED WITH KYROS (EACH A "PROVIDER") TO PROVIDE YOU WITH PROFESSIONAL SERVICES. YOU ACKNOWLEDGE THAT COACHING SERVICES PROVIDED THROUGH THE SITE MAY BE PROVIDED THROUGH NON-MEDICAL UNLICENSED PERSONNEL WITH THE APPLICABLE EDUCATIONAL DEGREES TO PROVIDE SUCH COACHING. FOR CLARITY, ANY PATIENT-PROVIDER RELATIONSHIP BETWEEN YOU AND ANY PROVIDER WILL BE ESTABLISHED SEPARATELY AND DIRECTLY WITH SUCH PROVIDER. KYROS IS NOT A PARTY TO ANY SUCH RELATIONSHIPS AND EACH PROVIDER (AS DEFINED ABOVE) IS SOLELY RESPONSIBLE FOR THE DELIVERY OF ANY OPINIONS YOU RECEIVE THROUGH YOUR ACCESS TO AND USE OF THE SITE. YOU ALSO AGREE THAT OPINIONS EXPRESSED BY A PROVIDER IN CONNECTION WITH THE SERVICES ARE NOT THAT OF KYROS AND WILL NOT BE USED IN ANY LEGAL DISPUTE AGAINST KYROS, INCLUDING BUT NOT LIMITED TO LITIGATION, ARBITRATION, CLAIM FOR DISABILITY BENEFITS, CLAIM FOR WORKER'S COMPENSATION AND/OR MALPRACTICE CLAIMS.

Disclaimer of Warranties

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Export Policy and Restrictions

You acknowledge that the products and Kyros Content which are sold or licensed on the Site, which may include technology and software, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. By purchasing, downloading or using technology or software from the Site, you agree to abide by the applicable laws, rules and regulations - including, but not limited to the Export Administration Act and the Arms Export Control Act - and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law. By purchasing any products, you agree that you will not use any products, or provide products to any person, who is forbidden from receiving the product under the Export Administration Regulations or any economic sanctions maintained by the U.S. Department of Treasury. U.S. antiboycott regulations, or U.S. economic sanctions, including the export and antiboycott restrictions found in the Export Administration Regulations or the sanctions regulations administered by the U.S. Office of Foreign Assets Control. You

shall indemnify and hold harmless Kyros from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from your failure to comply with this provision and/or applicable export control, antiboycott, or economic sanctions laws and regulations.

Governing Law

These Terms will be governed by and construed in accordance with the internal laws of Delaware without regard to conflicts of laws principles. By using this site, you hereby agree that any and all disputes regarding these Terms will be subject to the courts located in Dover, Delaware. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SITE AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. These Terms operate to the fullest extent permissible by law.

Arbitration Agreement

Agreement to Arbitrate All Disputes. Except as it relates to qualifying small claims and injunctive relief as explained below, you agree that any and all disputes, controversies, or claims arising between you and Kyros (each a "Claim" and collectively "Claims"), including but not limited to Claims arising out of or relating to the Site, use of the Site, these Terms and/or the Privacy Policy, shall be settled by binding and final arbitration in accordance with the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures"). The JAMS Rules and Procedures are available at <https://www.jamsadr.com/> or by calling (800) 352-5267. The arbitration will be heard and determined by a single arbitrator, who shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator's decision, judgment, or award in any such arbitration will be final and binding upon the parties and may be entered and enforced in any court having jurisdiction thereof. The Federal Arbitration Act ("FAA") and federal arbitration law apply to this agreement. The arbitrator shall apply Delaware law consistent with the FAA and applicable statutes of limitations, and shall honor all claims of privilege recognized at law. For the avoidance of doubt, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the arbitrability of any Claims, the scope, applicability, interpretation, and enforcement of this arbitration agreement, and the interpretation, applicability, enforcement, formation of these Terms and/or the Privacy Policy.

Small Claims and Injunctive Relief. This arbitration agreement does not preclude you from pursuing qualifying small claims in small claims court. If your Claims qualify for small claims court, you may still assert your Claims in small claims court so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. In addition, you and Kyros both retain the right to apply to any court of competent jurisdiction for provisional or injunctive relief, including for pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Class Waiver. You may not act as a class representative or private attorney general or participate as a member of a class of claimants with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your individual Claims. The arbitrator may not consolidate or join the Claims of other persons or parties who may be similarly situated.

Arbitration Costs and Procedures. If you initiate arbitration against us, you will not be responsible for professional fees for the arbitrator's services or any other JAMS fees. If you are able to demonstrate that the costs of arbitration will be cost-prohibitive as compared to the costs of litigation, Kyros will pay as

much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being cost-prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate. Pursuant to the JAMS Rules and Procedures, the arbitration shall proceed in a location determined by the arbitrator (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties.

Enforcement and Invalidity. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Kyros shall be entitled to arbitrate their dispute.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE JAMS RULES AND PROCEDURES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR KYROS WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Termination

Kyros may, in its sole discretion, and at any time, discontinue this Site or any part thereof, with or without notice, or may prevent your use of this Site with or without notice to you. You agree that you do not have any rights in this Site and that Kyros will have no liability to you if this Site is discontinued or your ability to access the Site or any content you may have posted on the Site is terminated.

Miscellaneous

These Terms constitute a binding agreement between you and Kyros and is accepted by you upon your use of the Site or your account. These Terms constitute the entire agreement between you and Kyros regarding the use of the Site and your account. Any other terms on our Site are hereby incorporated by reference into these Terms. Both you and Kyros acknowledge and agree that no partnership is formed and neither of you nor Kyros has the power or the authority to obligate or bind the other. If Kyros fails to act with respect to your breach or anyone else's breach on any occasion, Kyros is not waiving its right to act with respect to future or similar breaches. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. Kyros may assign this agreement, in whole or in part, at any time with or without notice to you. You may not assign this agreement, or any part of it, to any other person. Any attempt by you to do so is void.