



Terms of Service
Keybringer Authentication Software

Effective date: January 15th, 2023
Version 1.0

These terms of use (hereafter "TERMS") apply to your account with Keybringer, an account-authentication, user-permission, and user-data software owned by AWEbase, Inc. a Delaware Corporation (hereafter "KEYBRINGER" or "we") and to the SERVICES, as later defined, and constitute a binding agreement between you and KEYBRINGER as of the effective date on which you first create an account, access, or use the SERVICES.

1. Acceptance

By agreeing to these TERMS, or by otherwise accessing or using our SERVICES, you accept these TERMS and agree to be a party to this binding agreement. If you do not agree, then you do not have the right to access or use the SERVICES. You agree to these TERMS on behalf of the legal entity for which you are acting as an employee, agent, or contractor; or, if you do not represent a legal entity, then on behalf of yourself as an individual.

If acting on behalf of another legal entity (such as a company), you represent and warrant that you have the right and authority to act on behalf of and bind the legal entity to these TERMS. If you are acting on behalf of yourself, you represent and warrant that you are legally able to enter into and bind yourself to these TERMS.

Both you and the legal entity represented by you (if any) will herein be referred to aggregately as "USER" (or "you").

2. Other Agreements

One or more written agreements between USER and KEYBRINGER may exist that supplement or amend these TERMS. If there is a conflict between another such written agreement and the TERMS, the sections of the other written agreement will take precedence in relation to its subject matter.

3. SERVICES

KEYBRINGER is an online platform that provides its clients with a single-point of user authentication, permissions-management, and user-data repository (hereafter, in aggregate, the "SERVICES").

Our clients use KEYBRINGER to authenticate access to their systems, to designate permissions for their users, to collect data on their users, and to take action on that data as allowed by these TERMS.

All KEYBRINGER client applications that utilize the SERVICES, and therefore subject to these TERMS, are detailed in **APPENDIX A** hereof.

4. Account Responsibilities

The USER is responsible for the security of USER's account and all associated activity. As such, USER will ensure that only USER will use the SERVICES and will secure and will not share user IDs or passwords.

USER is responsible to ensure all of USER's account information is, and continues to be, true and complete.

5. Privacy

5.1 KEYBRINGER and its clients collect USER information data and USER activity related to the SERVICES. This data is collected and used by KEYBRINGER or its clients as provided in this Section 5. USER data is delineated into three different categories, being:

- i. Data pertaining to USER, such as your login information, activity and usage history, personal information, organizational information, geo-location, IP address, device identification, browser identification, referring sites, and similar (hereafter "USER DATA").
- ii. Data entries, files, and other information USER may input, upload, or transmit in context of using the SERVICES (hereafter "USER CONTENT").
- iii. Information related to any financial transaction required by KEYBRINGER or its clients to charge for your use of the SERVICES (hereafter "FINANCIAL DATA").

5.2 The terms "data" or "information" are used aggregately to encompass all the above. KEYBRINGER may change, add to, and remove types of data or information collected and our use from time to time at its sole discretion.

5.3 Except for the activities detailed in **APPENDIX B**, KEYBRINGER or its clients does not gift, exchange for non-cash value, or sell your information to any affiliate or third party. All datatypes collected by KEYBRINGER or its clients are used solely for its own purpose to i) assist customers, ii) improve the SERVICES, iii) estimate resource needs, iv) conduct financial planning, or v) to sell and promote KEYBRINGER or its client's products.

5.4 Cookies and Analytics. The SERVICES use cookies which are text files containing small amounts of information that are downloaded on your device ("COOKIES"), and analytics software or technologies, to store or track information such as login credentials, sessions, traffic, and interaction with specific parts of the user interface. COOKIES may be disabled through your browser settings, however, if you disable or decline COOKIES, you may not be able to use some parts of our SERVICES.

5.5 FINANCIAL DATA. KEYBRINGER does not track or store FINANCIAL DATA.

5.6 Single Sign-On Authentication. KEYBRINGER facilitates select "single sign-on" authentication applications to provide alternate means to access the SERVICES, such as (but not necessarily limited to) allowing USER to use account login credentials to third parties, such as GOOGLE SIGN-IN to access the USER account with KEYBRINGER.

KEYBRINGER does not record, store, or track the USER login information needed by third-party single sign-on providers, but does store the necessary data required to facilitate your authentication verification with USER's third-party single-sign on provider.

5.7 USER CONTENT. In order for USER to use the SERVICES, USER may wish to enter or upload USER CONTENT. The following governs USER CONTENT hereunder:

- i. Generally, KEYBRINGER or its clients do not screen, or review information or files entered or uploaded to the SERVICES by USER. Notwithstanding the foregoing, KEYBRINGER or its clients reserve the right to screen and review USER CONTENT and may block or remove content for any reason, including because it is not in compliance with these TERMS (for example, illegal, offensive, or phishing-related postings or spam).

- ii. USER authorizes KEYBRINGER and its designees to use, reproduce, modify, distribute and make available USER CONTENT in connection with providing the SERVICES and allowing KEYBRINGER to fulfill its obligations, provide customer support, provide maintenance, and as otherwise permitted by these TERMS.

USER is (a) responsible for all USER CONTENT and for ensuring that USER CONTENT comply with all applicable laws and regulations and these TERMS, and (b) warrants that USER CONTENT will not infringe or misappropriate any intellectual property or proprietary rights of any person or violate any applicable laws or regulations.

- iii. USER acknowledges that online services may suffer occasional disruptions or outages, and USER may not be able to retrieve USER CONTENT as a result.
- iv. KEYBRINGER recommends that USER regularly backup USER CONTENT to USER's own storage. USER is at all times responsible for storing and maintaining any such backup copies of USER CONTENT.
- v. Select aspects of our client's applications may permit USER to collaborate with others, including sharing USER CONTENT or publishing USER CONTENT. If USER chooses to collaborate with some or all of USER CONTENT, any later suspension or termination of sharing access will not delete or inhibit access to any of USER CONTENT that was earlier copied, transferred, or otherwise shared or published by others. If USER does not want others to have any such access or any of those rights, do not use the sharing, publishing, or other collaboration features of the SERVICES or our client's applications.

USER is responsible for ensuring the appropriate level of editing access to USER CONTENT. If USER authorizes any USER CONTENT to be shared with a third party, KEYBRINGER will have no responsibility or liability for the actions of such parties, and all governing terms and conditions, including those regarding privacy, shall be between USER and the third parties.

When USER allows others to access, use, or edit content in their account, we share USER CONTENT with them.

- vi. Except as compelled by law, and otherwise as solely determined by KEYBRINGER or our respective clients, USER CONTENT made visible by USER to the public, shall remain a public as part of the SERVICES, and be stored on our servers, surviving USER account termination or USER account closing.

5.8 USER DATA. KEYBRINGER or its clients utilize USER DATA only for the following purposes:

- i. Internal Use
- ii. Software use metrics and traffic analysis
- iii. Product improvement
- iv. Resource planning
- v. Market and industry analysis
- vi. Sales analysis and customer engagement planning
- vii. Marketing and advertising information
- viii. Sharing of aggregate data from the SERVICES, sometimes divided into categories such as geography, account size, industry, activity type, similar
- ix. External Use. KEYBRINGER may confidentially share USER DATA with contractors, vendors, and financial partners, solely for purposes of improving or maintaining the

SERVICES, or for routine operational, maintenance, or sales and marketing functions of our company

- x. As otherwise detailed in **APPENDIX B** hereof

5.9 Lawful Basis for Processing your Personal Information. If European data protection law applies and we act as a controller, our lawful basis for collecting and using the data and information described in these TERMS will depend on the personal information concerned and the specific context in which we collect or use it.

We normally collect or use personal information only where we have your consent to do so, where we need the personal information to perform a contract with you, or where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms.

In some cases, we may have a legal obligation to collect or retain personal information or may need the personal information to protect your interests or those of another person. By way of example, when we:

- i. Use personal information to create and manage your account, we need the information to provide the SERVICES.
- ii. Gather and record usage data any analyze it to improve the SERVICES, we do so based on our legitimate interest in safeguarding and improving the SERVICES.
- iii. If you have questions about or need further information regarding our lawful basis for collecting and using your personal information, please contact us using the form provided on www.keybringer.com.

5.10 Infrastructure Vendors. KEYBRINGER currently uses the technology infrastructure vendors detailed in **APPENDIX C**, each of which may have partial or full access to your information. Please refer to the respective use and privacy policies of each of these vendors as to how they store and use your data. While KEYBRINGER endeavors to keep this list up to date, it may, for practical reasons, be incomplete at any given time.

5.11 Data Retention and Mobility. KEYBRINGER generally stores your USER DATA and CONTENT DATA, and any backups of such, on the servers of our vendors. We may store, in whole or part, your USER DATA and CONTENT DATA on our own servers, or the servers of our contractors, solely for the purposes of development or maintenance of the SERVICES, or for additional backup. This does not relieve USER of your responsibility to back up your own data.

5.12 To the extent allowable by law, we may retain all or portions of your USER DATA for as long as we deem necessary to i) ensure future potential access to the SERVICES, ii) for our statutory financial and tax purposes, iii) any legal obligations, and iv) for our business planning and analytical needs.

5.13 Data Protection. KEYBRINGER uses reasonable and appropriate physical, administrative, and technological controls to protect all the datatypes from unauthorized access or malicious actions. We take reasonable steps to limit the access our employees, contractors, and agents have to your data to those who need to know this data to perform their assigned functions.

5.14 Due to the global nature of the online business and far-reaching locations of our service providers and vendors, your USER DATA and CONTENT DATA may be transferred across national borders and stored on the servers outside of your country or region.

5.15 You may have the right to understand what data is being collected by KEYBRINGER. You have a right to correct your personal information.

In certain situations, you can ask that we delete/erase or stop using your personal information or export your personal information.

Where we rely on your consent to process your information, you have the right to decline consent and/or withdraw consent at any time. This will not affect the lawfulness of our processing information prior to our receipt of your withdrawal. You have the right to provide us with guidance on the use, storage, and deletion of your data after death. You may also raise questions or complaints with your local data protection authority at any time.

You can receive the information collected, make a request described in this Section 5.15, withdraw consent, provide guidance on post-death storage and use, or submit any other request or questions by submitting an email to legal@keybringer.com, or by using any alternative method (if any) within the SERVICES. After ensuring your ownership credentials, KEYBRINGER will respond to your request as required by applicable law.

After asking KEYBRINGER to delete all or parts of your data, should you resume use of the SERVICES, you agree that KEYBRINGER may reacquire your data (whether it be the same or different than before) for use in the SERVICES and subject to these TERMS.

6. General

6.1 USER will be required to log into USER's account via the internet to activate, access or use (or to continue accessing or using) the SERVICES. Only USER may access or use the SERVICES. Access to and use of all SERVICES is contingent on (among other things) USER's compliance with these TERMS.

KEYBRINGER does not include access to the internet or any other network or to any communications services or any hardware necessary for accessing or using the SERVICES. USER is solely responsible for acquiring all such items and for their reliability, security and performance.

6.2 KEYBRINGER may make available or deliver the SERVICES, or select portions thereof, as "free," "evaluation," "trial," "beta," or another similar designation (collectively, "FREE USE").

Notwithstanding anything contained in these TERMS or otherwise, (a) KEYBRINGER makes no commitments to USER with respect to FREE USE of the SERVICES regarding any features, functions, service levels or data and provides no warranties of any kind.

6.3 Subscriptions to FREE USE do not include any stated or implied benefits, and KEYBRINGER reserves the right, without any further notice, to end FREE USE access to the SERVICES at any time.

7. Client Websites and Applications

Separate from the SERVICES, our clients provide their own websites or applications (that may use KEYBRINGER's functions). USER agrees to use such websites or applications in accordance with their respective terms of use.

For the avoidance of doubt, these TERMS are not related to any other terms of use and privacy policy that may be extended by our clients for use of their website or other applications (even if such websites or application use KEYBRINGER services in their function). Direct any questions related to other terms and policies to the relevant parties.

8. Feedback

USER has no obligation to provide KEYBRINGER with ideas for improvement, suggestions, or other feedback (collectively, "FEEDBACK"). If, however, USER provides any FEEDBACK, USER hereby grant to KEYBRINGER a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make,

use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the FEEDBACK and any products or services using the FEEDBACK.

9. Limitations on Use

The SERVICES are made available only to assist USER with authentication and permissions related to our client's software. The SERVICES have not been designed or tested for any specific uses, and it is USER's responsibility to determine whether use of the SERVICES is appropriate for USER's purposes.

USER is responsible for their use of the SERVICES and any results produced by the SERVICES. USER's responsibilities include, without limitation, the determination of appropriate uses for the SERVICES.

10. Storage of Personal Information

The data storage associated with the SERVICES is not suitable for the storage of Social Security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information or health insurance information; or other personal information, such as race or ethnic origin, religion or philosophical beliefs, political affiliation or opinions, genetic or biometric data, sexual orientation or trade union membership; or other information that may expose, or pose a risk of harm to, an individual if improperly disclosed.

Except as expressly required by KEYBRINGER to ensure working SERVICES, USER will not upload or otherwise make available to KEYBRINGER any sensitive personal information, including any files or data containing sensitive personal information on USER or third parties, in connection with USER's use of the SERVICES.

Notwithstanding the above, a user name (provided in connection with the SERVICES), a related password, and the personal email account connected hereto, will be stored by KEYBRINGER as an instrumental part of the SERVICES.

11. Prohibited Use

Except as expressly authorized by these TERMS, or as otherwise expressly permitted in writing by KEYBRINGER, USER hereby agrees to not:

- i. Access or attempt to access the SERVICES by any means other than the interface or APIs that KEYBRINGER provides or authorizes;
- ii. Reproduce, modify, adapt, translate, port, or create derivative works of all or any portion of the SERVICES, except as expressly permitted by applicable law;
- iii. Sublicense, transmit, sell, lease, rent, loan, or otherwise grant access available to the SERVICES;
- iv. Remove any copyright, trademark, confidentiality, or other proprietary rights notice from any of the SERVICES, documentation, or related material;
- v. Remove, disable, or otherwise limit the effectiveness of any technical protection used by KEYBRINGER to manage, monitor, control, or analyze, use or access to the SERVICES;
- vi. Enter, post, upload, or transmit data using the SERVICES that is:
 - (a) false, libelous, defamatory, fraudulent, or otherwise unlawful or tortious;
 - (b) threatening, harassing, degrading, hateful, or intimidating, or that otherwise fail to respect the rights and dignity of others;
 - (c) obscene, indecent, or pornographic;
 - (d) protected by copyright, trademark, design rights, trade secret rights, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
 - (e) a national or state secret, classified information or any other information or material (including any photograph, drawing, plan or model) that is subject to official confidentiality treatment;

- (f) advertising or spam;
- vii. Use any malware or other computer code, file, or program that is potentially harmful or invasive or intended to damage, hack, or hijack the operation of, limit the use of, or monitor the SERVICES or the activity of KEYBRINGER or its clients;
- viii. Interfere with or disrupt the operation of the servers or networks used by the SERVICES;
- ix. Seek to circumvent any security or authentication measure;
- x. Misrepresent USER's affiliation with any person or entity;
- xi. Collect content from the SERVICES using automated means (such as any robot, spider, "data scrape," or similar);
- xii. Engage any automated script, code, "bot", or mechanical device to enter, upload, or transmit data to, or through, the SERVICES;
- xiii. Impose an unreasonable or disproportionate load on the infrastructure of the SERVICES.

12. KEYBRINGER's Proprietary Rights

USER acknowledges and agrees that KEYBRINGER and its clients have ownership of, and all rights with respect to, the SERVICES, the related documentation, APIs, and other material made available by KEYBRINGER to USER, unless specified otherwise in writing.

USER has only such rights in the SERVICES as expressly granted in these TERMS. All rights not expressly granted are reserved by KEYBRINGER and its suppliers.

USER agrees not to take any action, or to authorize or encourage any third party to take any action (or cooperate with any third party in taking any action) inconsistent with the foregoing.

13. No Warranty

THE SERVICES ARE PROVIDED "AS IS," AND KEYBRINGER MAKES, AND USER RECEIVES, NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR COMMITMENTS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR OTHER WARRANTIES OR CONDITIONS IMPLIED BY STATUTE.

KEYBRINGER DOES NOT WARRANT OR OTHERWISE COMMIT THAT (A) THE SERVICES , OR ACCESS TO THE SERVICES, WILL BE AVAILABLE, UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, RELIABLE OR COMPLETE, (B) THE SERVICES WILL MEET ANY PARTICULAR PERFORMANCE OR AVAILABILITY CRITERIA, (C) USER CONTENT WILL NOT BE LOST OR DAMAGED OR (D) ERRORS WILL BE CORRECTED OR ANY PARTICULAR SUPPORT REQUESTS WILL BE RESOLVED TO MEET USER'S NEEDS.

Any reference to "unlimited" access, use, storage or otherwise with respect to the SERVICES are subject to the technical limitations of the SERVICES.

14. Limitations of Liability

Neither KEYBRINGER nor any of its clients will have any liability (directly or indirectly) for any incidental, special, indirect, consequential, or punitive damages; loss of profits or revenue; business interruption or loss of use; cost of procurement of substitute goods or services or other cover; failure of or defects; loss, corruption or deletion of (or failure to delete) the USER CONTENT; or damages resulting from a FORCE MAJEURE, as later defined.

The limitations on liability in these TERMS will apply to the maximum extent permitted by applicable law to any damages or other liability, however caused and regardless of the theory of liability, whether based on contract, tort (including negligence and strict liability), indemnification, recourse, statute or otherwise.

Nothing in these TERMS purports to restrict or exclude KEYBRINGER's liability for (i) death or personal injury caused by KEYBRINGER's willful intent or gross negligence or (ii) USER's damages or losses caused by KEYBRINGER's fraud.

15. Indemnification

USER will indemnify and hold harmless (and, at KEYBRINGER's request, defend) KEYBRINGER and its clients against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by KEYBRINGER by reason of any claim, suit, or proceeding arising out of or relating to (i) USER CONTENT; (ii) USER's use of SERVICES, and (iii) USER's breach of these TERMS.

16. KEYBRINGER's right to terminate

KEYBRINGER may terminate USER's account with respect to the SERVICES if USER is in breach of these TERMS, or if a client requests the USER account be terminated, or if KEYBRINGER decides to terminate all or part of the SERVICES.

17. Suspension

Rather than termination, KEYBRINGER may elect to suspend a USER account if it suspects that USER is in violation of these TERMS. KEYBRINGER will in this case contact USER to seek any necessary remedy or verification, as determined at KEYBRINGER's sole discretion, to either i) terminate the subscription and related accounts, or ii) remove the suspension.

18. Effect of termination

Upon expiration or termination of a subscription, USER's access to the SERVICES will immediately terminate.

19. Changes to the SERVICES

KEYBRINGER reserves the right to, and USER acknowledges that KEYBRINGER may at any time:

- i. modify, update, or discontinue all or part of the SERVICES
- ii. modify or discontinue features, functionality, or supporting services with respect to the SERVICES
- iii. To the maximum extent permitted by applicable law, modify these TERMS.

20. Interpretation

The English language version of these TERMS will be the version used when interpreting or construing these TERMS, and any notices or other communications in connection with these TERMS will be provided in the English language. Any rights and remedies provided for in these TERMS are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under applicable law.

21. Mandatory Arbitration; Waiver of Class Actions

THE FOLLOWING SECTION AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. PLEASE REVIEW THIS SECTION CAREFULLY.

You agree these TERMS affect Interstate commerce and as such, the Federal Arbitration Act governs the interpretation and encroachment of these arbitration provisions. This Section 21 is intended to be interpreted broadly and governs any and all disputes between you and us, including but not limited to claims arising out of or relating to any aspects of the relationship between us, the provision of SERVICES, or your use of the SERVICES, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. This Section 21 applies to all claims whether they arose prior to these TERMS or after termination. The only exceptions are litigation of certain Intellectual property claims as expressly provided herein.

- 21.1** Initial Dispute Resolution. Our hope is that most disputes can be resolved informally, and without resort to arbitration. If you have a dispute, or a potential dispute, you agree to contact us at

legal@keybringer.com and provide a written description of the dispute and your contact information. Except for disputes regarding Intellectual Property (as detailed below), you and KEYBRINGER agree to use commercially reasonable efforts to settle or otherwise resolve any dispute, claim, question, or disagreement directly. Good faith negotiations shall be a condition to either party Initiating a lawsuit or arbitration.

- 21.2** Binding Arbitration. If, after good faith negotiations, we cannot reach a mutually agreeable resolution, then either party may initiate binding arbitration as the sole means to resolved claims (except as provided for herein) subject to these TERMS and as set forth in Section 21.

All claims arising out of or related to these TERMS, including your use of the SERVICES, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association Commercial Arbitration Rules in effect at the time such arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

The Commercial Arbitration Rules shall govern the manner and method of initiating claims, procedure, and all fees and costs charged by the Arbitrator. Each Party shall be responsible for their own attorneys' fees and costs unless the Commercial Arbitration Rules and/or applicable law provides otherwise.

- 21.3** Authority of the Arbitrator. The arbitrator shall have the exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these TERMS, including but not limited to any claims that all or any part of these TERMS is void, voidable, or unenforceable, and specifically including determination of whether a claims is subject to arbitration or the question of waiver by litigation conduct. The arbitrator is empowered to grant whatever relief would be available in a court of law or in equity, subject only to the limitations on liability provided in these TERMS. The arbitrator's award shall be written and shall be binding on the parties, and may be entered as a judgment in any court of competent jurisdiction.

- 21.4** Waiver of Jury Trial. The parties acknowledge, understand, and agree that absent this mandatory arbitration provision, they would each have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

- 21.5** Venue. Arbitration shall be initiated and take place in Minneapolis, Minnesota, United States, and you and KEYBRINGER agree to submit to the personal jurisdiction of any federal or state court located in the City of Minneapolis, County of Hennepin, State of Minnesota, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

- 21.6** Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief in a class basis. YOU AND KEYBRINGER ACKNOWLEDGE, UNDERSTAND AND AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this Section 21 is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and ovoid in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

- 21.7** Limited Exception for Intellectual Property Claims. Nothing contained in this Section 21 shall limit either party from bringing enforcement actions, validity determinations, or claims arising from or

relating to theft, piracy, or unauthorized use of intellectual property in any state or federal court with jurisdiction, or in the U.S. Patent and Trademark Office to protect its intellectual property rights, which include but are not limited to patents, copyrights, moral rights, trademarks, and trade secrets.

22. Miscellaneous

22.1 Force Majeure. Neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, pandemics, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather (“FORCE MAJEURE”).

The affected party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

22.2 Trade Laws. In accessing and using the SERVICES, USER must comply with sanctions, safety regulations, export control, and international trade laws and regulations of the United States and of any other country whose laws apply to USER or the USER Content.

22.3 Assignment. USER may not assign or otherwise transfer its obligations to these TERMS without KEYBRINGER’s prior written consent.

22.4 No Agency. These TERMS or the use of the SERVICES shall form no actual or implied agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship between USER and KEYBRINGER.

22.5 No Waiver. Failure to enforce or exercise any provision of these TERMS is not a waiver of such provision, unless such waiver is specified in writing and signed by the party against which the waiver is asserted.

22.6 Headers. The captions and headings of these TERMS are intended for ease of reference only and shall not be used in the interpretation or construction of the TERMS.

22.7 Severability. If and to the extent any provision of these TERMS is held unenforceable under applicable law, (i) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in these TERMS.

22.8 Governing Law. These TERMS shall be interpreted and enforced under the laws of the State of Minnesota, U.S.A. USER Hereby consents to the jurisdiction of the federal and state courts of the State of Minnesota, U.S.A., and agree that the venue for any legal action shall be heard in Hennepin County, Minnesota, U.S.A.

22.9 Notices. Any notices by USER to KEYBRINGER should be sent by email to legal@KEYBRINGER.com, or in any other manner deemed reasonable by USER, as permitted by law. Any notices by KEYBRINGER to USER may be sent by:

- i. Email to the email address associated with USER’s account
- ii. Posting to USER’s account upon login to the SERVICES.
- iii. In any other manner deemed reasonable by KEYBRINGER, as permitted by law.

23. Digital Millennium Copyright Act (DMCA)

If USER believe in good faith that materials made available by or through the SERVICES infringe on USER’s

copyright, trademark, or patent, USER may send KEYBRINGER a notice requesting that KEYBRINGER remove the material or block access to it.

If USER believes in good faith that someone has wrongly filed a notice of copyright infringement against USER, the DMCA permits USER to send KEYBRINGER a counter-notice. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to legal@KEYBRINGER.com

24. Entire agreement

These TERMS constitute the entire agreement between USER and KEYBRINGER (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof, except as provided herein.

APPENDICIES FOLLOW

**APPENDIX A
KEYBRINGER CLIENTS AND APPLICATIONS.**

The following Clients and respective Client applications form part of the SERVICES:

Client: **Ghost Galaxy, Inc.**

Services:

I. "KeyForge Master Vault"

Deck registration for the "KeyForge" card game, manage collection of decks, manage digital tokens (such as "Æmber" and "Keys"), prepare for tournaments, receive news and promotions, as well as other current or future functions between Ghost Galaxy, Inc. and USER.

APPENDIX B
ADDITIONAL PERMITTED USES OF PERSONAL DATA

USER hereby acknowledges and consents to the following uses of their USER DATA hereunder.

Client: Ghost Galaxy

Permitted Use: KEYBRINGER and Ghost Galaxy will share USER DATA with third party Gamezenter, Inc. Gamezenter, Inc. manages Ghost Galaxy's online store. USER hereby permits Gamezenter, Inc. to contact USER via email to inform user of Ghost Galaxy merchandise as well as other merchandise, services, and related information.

APPENDIX C
INFRASTRUCTURE VENDORS

The following infrastructure vendors contribute to the SERVICES per Section 5.10.

- Amazon Web Services <https://aws.amazon.com>
- Twilio <https://www.twilio.com>
- Sentry <https://sentry.io>
- Siteground <https://www.siteground.com>