

TERMS AND CONDITIONS

Last modified: January 30th, 2024

ACCEPTANCE OF THE TERMS AND CONDITIONS

These Terms and Conditions are entered into by and between You and The Indexing Company, a Delaware corporation (the “Company,” “we,” “our” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference your use of and/or purchase of products or services from <https://www.indexing.co/> (the “Website”), including any content, functionality, and services offered on or through the Website (collectively, “Terms and Conditions”).

Please read the Terms and Conditions carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, which can be found at <https://www.indexing.co/privacy-policy>, incorporated herein by reference. If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are eighteen (18) years of age or older. By using this Website, 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 Website.

CHANGES TO THE TERMS AND CONDITIONS

We may revise and update these Terms and Conditions, at any time or from time to time in our sole discretion, with or without notice, unless otherwise set forth in any additional SaaS Services Agreement set forth between You and the Company (“SaaS Agreement”), as applicable (in which case, suspension or discontinuation of the Website will occur in accordance with the SaaS Agreement). All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. You further agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website, or any service, content, feature or product offered through the Website.

ELIGIBILITY

You must be at least eighteen (18) years old to use the Website. If you are under the age of eighteen your parent or legal guardian must agree to this Agreement on your behalf and you may only access and use the Website with permission from your parent or legal guardian. If you are

under the age of 18 years old, do not provide or use any of the Website's information without parental consent. In the event we discover that we have gathered or obtained Personal Information from an individual under 18 years old without confirmed parental consent, we will promptly remove it. If you are the parent or guardian of a minor under the age of 18 whom you suspect has provided us with their Personal Information, contact Us to request the deletion of said Personal Information.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice, unless otherwise set forth in a SaaS Agreement. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and Conditions and comply with them.

ACCOUNT USE AND USER INFORMATION

By using our Website and/or establishing a user Account you agree to:

- Provide accurate, true, current, and complete information when registering to create your account and use the Website.
- Promptly update and maintain your information to ensure it is kept accurate, current, and complete.

If you provide false or incomplete information, or if we have reasonable suspicion of such, we may suspend or terminate your account. By using our Website you agree that you are responsible for password protection and any activity associated with your account. In addition, you shall not permit others to access your account or password, as this will compromise its security.

SITE CONTENTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, 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.

The Company name, the terms, the Company 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.

These Terms and Conditions permit you to use the Website for your personal, non-commercial use only, unless otherwise expressly set forth in a SaaS Agreement. 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 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.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- 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 this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website, unless otherwise set forth in a SaaS Agreement.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: support@indexing.co.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms and Conditions, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws.

PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Website:

- 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 transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “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 email addresses or 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 Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website 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 Website, or for any other purpose not expressly authorized in these Terms and Conditions, 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 that 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 Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

PRIVACY

Your privacy is very important to us. Our Privacy Policy explains how we collect, use, protect, and when we share personal information and other data with others. This Agreement incorporates by reference the terms and conditions of the Privacy Policy which can be found at <https://www.indexing.co/privacy-policy>.

LINKS TO OTHER WEB SITES AND SERVICES

If the Website contains links to other sites and resources provided by third parties, these links are provided 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.

CONSENT TO RECEIVE COMMUNICATIONS

By providing your mobile number, e-mail address, or any other contact information, you agree to be contacted by Company by the methods provided, including calls, texts and e-mails. These communications may include service-related or information messages, such as progress tracking, appointment reminders, and other notifications related to your services or the Website. If you receive multiple types of communications, we may unsubscribe you from the most recent service or inquire about which services that should be stopped. Depending on your mobile carrier, you may be charged message and data rates. Note that withdrawing consent may limit the information you receive and limit the functionality of the Website and services.

Company may also record all or part of your communications with us for quality assurance, training, and service delivery purposes, such as to improve our services and Website. Recorded communications include audio and video. These recordings are kept confidential, and will not be displayed to the public unless required by law, such as in response to a court order. Your use of the Website constitutes agreement and consent to these recording practices and purposes, as outlined in the Privacy Policy [<https://www.indexing.co/privacy-policy>].

ELECTRONIC COMMUNICATIONS

By using the Website, accessing your account, or sending us e-mails, messages, or other communications by way of any device, you are communicating with us electronically. By engaging in these types of activities, you consent to receive electronic communications from us.

In addition, you acknowledge and agree that:

- All consents and agreements may be signed electronically; and
- Any notices, disclosures, or other communications that we provide to you electronically satisfy any legal requirements that such notices and communications be in writing.

To help verify and keep your information secure, Company, or your service provider, may contact you via telephone, or e-mail. They may also request additional information from you to ensure that you are not fraudulently using the Website. Failure to provide this information in the requested manner may result in the suspension, discontinuation, or denial of your use of the Website and access to your account until the information is provided to us as requested.

GEOGRAPHIC REGIONS

The owner of the Website is based in the State of Delaware in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the Available Regions. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the Available Regions, you do so on your own initiative and are responsible for compliance with local laws.

PAYMENTS MADE ON WEBSITE

To enhance your experience with our services, payments for services received can be paid on our Website. If you elect to make payments via our Website, you will need to provide an accurate statement code for your invoice to be found. If you are in need of additional information about the costs of the services you have received, please contact us at support@indexing.co. If payment for the services you received is being paid by an insurance provider, it may be your responsibility to seek payment or reimbursement from the insurance provider on your own behalf.

PRICING ERRORS

In the event a service is priced incorrectly due to typographical error or incorrect pricing information received from partners, affiliates, insurance providers, or any other third-parties, we reserve the right to refuse to conduct or cancel the services. We may refuse or cancel such services even if they have been confirmed and you have been charged by way of credit or debit card, electronic check, or any other means of payment. If you have been charged and your order is canceled, we will credit you with the incorrect amount promptly.

ACCEPTANCE AND CANCELLATION OF SERVICES

Company reserves the right, at our sole discretion, to refuse or cancel any order for any reason. We may also, at our sole discretion, restrict or terminate your account for any reason, unless otherwise set forth in a SaaS Agreement. For your convenience, you will not be charged until your payment method is authorized and the order information is verified for accuracy. Additional verifications or information before accepting any order may also be requested by us. If we need to cancel part or all of your order or request more information, we will promptly contact you. If your order is canceled after your credit card (or other payment method) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES,

AGENTS, OFFICERS, OR MANAGERS 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, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE 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, 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 limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the Website.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT 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, 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 and Conditions or your use of the Website, including, but not limited to, your use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions, or your use of any information obtained from the Website.

GOVERNING LAW & VENUE

All matters relating to the Website and these Terms and Conditions, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Subject to the agreement to arbitrate below, any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in the County of New York, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms and Conditions in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

DISPUTE RESOLUTION

Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, both you and the Company agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Sites, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it (“Dispute”), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent (a) to the Company at 921 Topaz Ln, Oak Point, TX 75068, and (b) to you at the addresses provided to the Company.

Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

ARBITRATION AGREEMENT

To the extent you cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved through binding individual arbitration. You agree to give up your right to go to court to assert or defend your rights under this Agreement and with respect to any Dispute. You and the Company expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

You may begin an arbitration proceeding by sending a letter requesting arbitration to the Company. You agree that the arbitration shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. The Company will reimburse those fees for claims totaling less than \$10,000 if the arbitrator rules in your favor on any material aspect of your claim. The Company waives its right to seek attorneys’ fees and costs in arbitration. However, if your claim is deemed by the arbitrator to be frivolous or brought in bad faith or with an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11, then the arbitrator may award the Company the reimbursement of its costs and arbitration fees against you and/or your counsel. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. You further agree that if your arbitration claim is filed at or around the time of other similar claims by the same or related counsel, you agree that your claim may be temporarily stayed or phased to allow the AAA to establish efficient and fair adjudication procedures.

In lieu of arbitration, either you or the Company may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. You further agree that if your arbitration claim is filed at or around the time of other similar claims by the same or related counsel, you agree that your

claim may be temporarily stayed or phased to allow the AAA to establish efficient and fair adjudication procedures.

This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Sites ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

WAIVER OF RIGHT TO BRING CLASS ACTIONS AND REPRESENTATIVE CLAIMS.

All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. **You and the Company agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the Company hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

TERMINATION

With the exception of the Arbitration Agreement, which shall survive the termination of these terms, these terms are effective unless and until terminated by either you or the Company. You may terminate this Agreement at any time. The Company also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Sites, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

MISCELLANEOUS

No waiver by the Company of any term or condition set out in these Terms and Conditions 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 and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions 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 and Conditions will continue in full force and effect.

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

We may assign our rights and obligations under this Agreement, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.