

COMPATIBILITY PRODUCTS TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement (this "Agreement"), is a legal agreement between you ("you" or "your") as a Registered User (as defined below) and Compatibility, LLC, a Delaware limited liability company ("Compatibility") and governs your use of the Site and Services (as defined below).

BY ACTIVATING OR OTHERWISE USING THE SERVICE, YOU ARE AGREEING THAT YOU HAVE READ, AND AGREE TO COMPLY WITH AND BE BOUND BY, THE TERMS OF THIS AGREEMENT IN ITS ENTIRETY WITHOUT LIMITATION OR QUALIFICATION AS WELL AS ALL APPLICABLE LAWS AND REGULATIONS. YOU ALSO AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO FOLLOW ALL APPLICABLE LAWS, DO NOT ACCESS THE SITE OR USE THE SERVICE. YOUR USE OF, OR PARTICIPATION IN, CERTAIN SERVICES MAY BE SUBJECT TO ADDITIONAL TERMS, AND SUCH TERMS WILL BE EITHER LISTED IN THIS AGREEMENT OR WILL BE PRESENTED TO YOU FOR YOUR ACCEPTANCE WHEN YOU SIGN UP TO USE SUCH SERVICES.

Warning Notice

DO NOT USE THE SERVICE WHILE DRIVING. YOU AGREE, REPRESENT AND WARRANT THAT YOU WILL NOT, UNDER ANY CIRCUMSTANCES, ACCESS, VIEW, OR USE THE SERVICE WHILE DRIVING OR OTHERWISE OPERATING A VEHICLE OF ANY KIND. YOU UNDERSTAND THAT USING ANY HANDHELD DEVICE WHILE DRIVING IS EXTREMELY DANGEROUS, AND CAN RESULT IN PROPERTY DAMAGE, PHYSICAL INJURIES OR DEATH. UNDER NO CIRCUMSTANCE WILL COMPATIBILITY ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE CONSEQUENCES OF DRIVING DECISIONS MADE BY USERS. YOU EXPRESSLY AGREE THAT COMPATIBILITY SHALL NOT BE LIABLE FOR ANY DRIVING DECISIONS MADE BY YOU OR AT YOUR SUGGESTION OR FOR ANY DAMAGES, INJURY OR OTHER HARM CAUSED BY YOUR USE OF OR ACCESSING THE SERVICE WHILE DRIVING AND WAIVE ANY CLAIMS OR CAUSES OF ACTION YOU MAY HAVE, NOW OR IN THE FUTURE, ARISING FROM OR RELATING TO THE SAME.

RECITALS

A. Compatibility LLC operates web sites in the United States currently located at www.compatibilitysolutions.com, www.compatibilityllc.com, compatibilitymentor.com, compatibilitymentor.global, and compatibilityconnect.com (collectively "Site");

B. Compatibility provides services including without limitation, interactive content and community services ("Content Services"), certain premium services offered by or on behalf of Compatibility ("Premium Services"), roommate locator services ("Roommate Services"), and mentor matching service ("Mentor Services"), (collectively, the "Services").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Preliminary Recitals

a. The preliminary recitals set forth above are incorporated herein by this reference and are hereby made a part of this Agreement.

1. Eligibility.

- a. Minimum Age. You must be at least 13 years old to use the Site (or the age of majority in your jurisdiction, if it is older), and at least 18 years old to register for the Services.
- b. Criminal History. By requesting to use, registering to use, and/or using the Service, you represent and warrant that you have never been convicted of a felony and are not required to register as a sex offender with any government entity. **COMPATIBILITY DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND SCREENINGS ON ITS MEMBERS.** However, Compatibility reserves the right to conduct a criminal background check, at any time and using available public records, to confirm your compliance with this subsection.

2. Use of Site and Service.

As a user of the Site or a user registered to use any of the Services ("Registered User"), you agree to the following:

- a. Exclusive Use. Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Compatibility is not responsible for third party access to your account that results from theft or misappropriation of your user names and passwords.
- b. Geographic Limitations. You will only use the Services in a manner consistent with this Agreement and any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. You are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed goods, (ii) identified as a "Specially Designated National", or (iii) placed on the Commerce Department's Table of Deny Orders. Registration for, and use of, the Services are void where prohibited. To the extent that the Services are not legal in your jurisdiction, you may not use the Services. The Services may not be used where prohibited by law.
- c. Information Submitted. You are solely responsible for, and assume all liability regarding, (i) the information and content you contribute to the Service; (ii) the information and content you post, transmit, publish, or otherwise make available (hereinafter "post") through the Services; and (iii) your interactions with other Registered Users through the Services.
- d. Risk Assumption and Precautions. You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others, including cohabitation. You agree to take all necessary precautions when meeting individuals through the Service. You understand that Compatibility makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service or as to the conduct of such individuals. You further understand that Compatibility makes no guarantees as to number or frequency of matches through the Service.
- e. Reporting of Violations. You will promptly report to Compatibility any violation of the Agreement by others, including but not limited to, Registered Users.
- f. Content Removal. Compatibility reserves the right, but has no obligation, to monitor the information or material you submit to the Services or post in the public areas of the Services. Compatibility will have the right to remove any such information or material that in its sole opinion violates, or may violate, any applicable law or either the letter or spirit of this Agreement or upon the request of any third party.
- g. Posting and Communication Restrictions. You will not post on the Services, transmit to other users, communicate any content (or links thereto), or otherwise engage in any activity on the Site or through the Services, that:
 - i. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - ii. is intended to or tends to harass, annoy, threaten or intimidate any other users of the Site or Services;
 - iii. is defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, obscene or otherwise objectionable;
 - iv. contains others' copyrighted content (e.g., music, movies, videos, photographs, images, software, etc.) without obtaining permission first;
 - v. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
 - vi. promotes or enables illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or drugs, violate someone's privacy, harm or harass another person, obtain others' identity information, create or disseminate computer viruses, or circumvent copy-protect devices;
 - vii. intended to defraud, swindle or deceive other users of the Services;
 - viii. contains viruses, time bombs, Trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
 - ix. promotes or solicits involvement in or support of a political platform, religion, cult, or sect;
 - x. disseminates another person's personal information without his or her permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
 - xi. is off-topic, meaningless, or otherwise intended to annoy or interfere with others' enjoyment of the Site;
 - xii. impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
 - xiii. solicits gambling or engages in any gambling or similar activity;
 - xiv. uses scripts, bots or other automated technology to access the Site or Services;
 - xv. uses the Site or Services for chain letter, junk mail or spam e-mails;
 - xvi. collects or solicits personal information about anyone under 18; or
 - xvii. is in any way used for or in connection with spamming, spimming, phishing, trolling, or similar activities.
- h. No False Information. You will not provide inaccurate, misleading or false information to Compatibility or to any other user. If information provided to Compatibility or another user subsequently becomes inaccurate, misleading or false, you will promptly notify Compatibility of such change.
- i. No Advertising or Commercial Solicitation. You will not advertise or solicit any user to buy or sell any products or services through the Site or Services. You may not transmit any chain letters, junk or spam e-mail to other users. Further, you will not use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. If you breach the terms of this subsection and send or post

unsolicited bulk email, "spam" or other unsolicited communications of any kind through the Services, you acknowledge that you will have caused substantial harm to Compatibility, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Compatibility \$75.00 for each such unsolicited communication you send through the Services.

- j. Unique and Bona Fide Profile. As a Registered User of the Service, you will create only one unique profile. In addition, your use of the Service must be for bona fide mentor or roommate matching purposes in order to maintain the integrity of the Service. Not all registered users are available for matching. From time to time, Compatibility may create test profiles in order to monitor the operation of the Services.
- k. No Harassment of Compatibility Employees or Agents. You will not harass, annoy, intimidate or threaten any Compatibility employees or agents engaged in providing any portion of the Services to you.

3. Proprietary Rights.

- a. Ownership of Proprietary Information. All right, title and interest in the Service and the Site, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to Compatibility or its licensors, and you shall have no rights whatsoever in any of the foregoing. You acknowledge that the Service (including without limitation Compatibility's mentor and roommate matching system, compatibility profiles, and relationship questionnaires constitutes a valuable trade secret and/or is the confidential information of Compatibility or its licensors ("Confidential Information"). Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Service, the Site or the Confidential Information, in whole or in part. All content and materials included as part of the Service, such as text, graphics, logos, button icons, images, audio clips, information, data, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software (the "Materials") are the property of Compatibility or its content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Materials are copyrighted as individual works and as a collective work under the U.S. copyright laws (17 U.S.C. Section 101, et. seq.) and international treaty provisions, and Compatibility owns a copyright in the selection, coordination, arrangement and enhancement thereof. You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Materials, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, republication, display, or performance, of the Materials, except as specifically permitted herein, is strictly prohibited. You understand and acknowledge that unauthorized disclosure, use or copying of the proprietary products and services provided pursuant to this Agreement may cause Compatibility and its licensors irreparable injury, which may not be remedied at law, and you agree that Compatibility and its licensors' remedies for breach of this Agreement may be in equity by way of injunctive or other equitable relief.
- b. Trademarks. Compatibility's name, logo, other related names, design marks, product names, feature names and related logos are trademarks of Compatibility and may not be used, copied or imitated, in whole or in part, without the express prior written permission of Compatibility. In addition, the look and feel of the Service and Site (including all page headers, custom graphics, button icons, and scripts) constitutes the service mark, trademark and/or trade dress of Compatibility and may not be copied imitated or used, in whole or in part, without the express prior written permission of Compatibility.
- c. No Use of Confidential Information. You will not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any (i) Confidential Information or (ii) other copyrighted material, trademarks, or other proprietary information accessible via the Services, without first obtaining the prior written consent of the owner of such proprietary rights.
- d. Other Users' Information. Other Registered Users may post copyrighted information, which has copyright protection whether or not it is identified as copyrighted. You agree that you will not copy, modify, publish, transmit, distribute, perform, display, commercially use, or sell any Compatibility or third party proprietary information available via the Services or the Site.
- e. License to Posted Content. By posting information or content to any profile pages or public area of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to Compatibility and its users, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, reproduce, publicly perform, publicly display and distribute such information and content, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing. From time to time, we may create, test or implement new features or programs on the Site in which you may voluntarily choose to participate, in accordance with the additional terms and conditions of such features or programs. By your voluntary participation in such features or programs, you grant us the rights stated in this subsection in connection with the additional terms and conditions (if any) of such features or programs.

f. Restricted Uses.

- (i) You shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, grant a security interest in, or otherwise transfer any rights to, or commercially exploit, the Service or any information made available to you in the course of using the Service ("Service Content") or use the Service to run or as part of a service bureau, outsourced, or managed services arrangement;
- (ii) You shall not modify, translate, alter, adapt, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), reproduce, distribute or display, or create derivative works, compilations or collective works based on the Service or the Service Content;
- (iii) You shall not knowingly or negligently permit other individuals or entities to use or copy the Service, or create Internet "links" to the Service or "frame" or "mirror" the Service on any other server or wireless or Internet-based device;
- (iv) You shall not access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, (c) copy any ideas, features, functions or graphics of the Service, (d) monitor its availability, performance or functionality, or (e) for any other benchmarking or competitive purposes;
- (v) You shall not access the Service if you sell or provide any service, software, or product that may compete with Compatibility's services, software, or products;
- (vi) You shall not attempt to use or gain unauthorized access to data, accounts, hosts, systems or networks of Compatibility or any of its customers or suppliers, or those of any other party; breach the security of another user or system, or attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you or logging into or making use of a server or account you are not expressly authorized to access;
- (vii) You shall not attempt to probe, scan or test the vulnerability of a system, account or network of Compatibility or any of its customers or suppliers, any Compatibility product or service, or those of any other party;
- (viii) You shall not interfere, or any attempt to interfere, with service to any user, host or network including, without limitation, mail-bombing, flooding, and attempting to deliberately overload the system or distribute programs that "crack," or make unauthorized changes to, the software;
- (ix) You shall not forge any TCP-IP packet header or any part of any header information, falsify, alter or remove address information or other modification of e-mail headers; collect responses from unsolicited bulk messages, falsify references to Compatibility or the Service, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
- (x) You shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- (xi) You shall not restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Compatibility (or Compatibility supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Compatibility (or Compatibility supplier) facilities used to deliver the Service; and
- (xii) You shall not create or use any program, tags, markers, bots, mousetraps, hijackers or other similar computer routines or sub-routines to automatically access or manipulate the Service.

- g. Because of the difficulty associated with quantifying damages, in addition to any other damages to which Compatibility may be entitled, if actual damages cannot be reasonably calculated then you agree to pay Compatibility liquidated damages of \$250 for each violation of this Section 3(e) or the maximum liquidated damages permitted under law, whichever is greater; otherwise you agree to pay Compatibility's actual damages, to the extent such actual damages can be reasonably calculated.

4. User Information.

- a. Privacy Statement. By using the Site or the Services, you are consenting to the terms of Compatibility's Privacy Statement (a copy of which is attached and incorporated hereto as Exhibit "A.") and further agreeing to comply with Amazon's Acceptable Use Policy located at <http://aws.amazon.com/aup>.
- b. No Contact Information. You agree that you will not post any e-mail addresses, personal website address or profile page you may have on a third party website, or other contact information in any other communications you may have with other users.

- c. Disclosure By Law. You acknowledge and agree that Compatibility may disclose information you provide if required to do so by law, at the request of a third party, or if Compatibility, in its sole discretion, believes that disclosure is reasonable to (i) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (ii) protect or defend Compatibility's, or a third party's, rights or property; or (iii) protect someone's health or safety, such as when harm or violence against any person (including the user) is threatened.
- d. Disclosure to Protect Abuse Victims. Notwithstanding any other provision of this Agreement or the Privacy Statement, Compatibility reserves the right, but has no obligation, to disclose any information that you submit to the Services, if in its sole opinion, Compatibility suspects or has reason to suspect, that the information involves a party who may be the victim of abuse in any form. Abuse may include, without limitation, elder abuse, child abuse, spousal abuse, neglect, or domestic violence. Information may be disclosed to authorities that Compatibility, in its sole discretion, deems appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. You hereby acknowledge and agree that Compatibility is permitted to make such disclosure.
- e. Use of Anonymous Information for Research. By using the Services, you agree to allow Compatibility to anonymously use the information from you and your experiences through the Services to continue Compatibility's research into successful relationships and to improve the Services. This research, conducted by psychologists and behavior research scientists, may be published in academic journals. However, all of your responses will be anonymous, and we will not publish research containing your personal identifying information.

6. Disclaimer of Warranty.

- a. No Warranties. THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPATIBILITY PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE SITE (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COMPATIBILITY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. COMPATIBILITY DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES.
- b. Third Party Content. Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Compatibility, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. COMPATIBILITY DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE SERVICES, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN COMPATIBILITY. UNDER NO CIRCUMSTANCES WILL COMPATIBILITY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES OR TRANSMITTED TO OR BY ANY USERS.
- c. Beta Features. From time to time, Compatibility may offer new "beta" features or tools with which its users may experiment on the Services. Such features or tools are offered solely for experimental purposes and without any warranty of any kind and may be modified or discontinued at Compatibility's sole discretion. The provisions of this Disclaimer of Warranty section apply with full force to such features or tools.

7. Limitation of Liability.

- a. Incidental Damages and Aggregate Liability. IN NO EVENT WILL COMPATIBILITY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF COMPATIBILITY KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL COMPATIBILITY'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID COMPATIBILITY FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$25.00 (USC) OR ITS EQUIVALENT.
- b. No Liability for non-Compatibility Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPATIBILITY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING

OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THE SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

- c. Information Verification. Compatibility and its contractors may use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that Compatibility and its contractors will have no liability to you arising from any incorrectly verified information.

8. Indemnification.

a. You agree to indemnify, defend and hold harmless Compatibility, its officers, directors, employees, agents and third parties, and its clients (colleges, universities, companies, and/or communities organizations) offering Compatibility's services, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of (a) your use of or inability to use the Site or Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third party, or (d) your violation of any applicable laws, rules or regulations. Compatibility reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Compatibility in asserting any available defenses.

9. Communication and Privacy.

a. Compatibility may use your email address to send you messages notifying you of important changes to the Services or special offers. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate with you regarding the Services. If you do not want to receive such email messages or telephone calls (including at any wireless number you may have voluntarily provided us), please refer to our Privacy Statement to review your options.

10. Term and Termination.

a. This Agreement will become effective upon your acceptance of the Agreement by your use of the Site or the Services and will remain in effect in perpetuity unless terminated hereunder. Either you or Compatibility may terminate your account at any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party. Compatibility reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. Compatibility also reserves the right to remove your account information or data from our Services and any other records at any time at our sole discretion. In the event your access to any of the Services is suspended due to the breach of this Agreement, you agree that all fees then paid to Compatibility by you will be nonrefundable and all outstanding or pending payments will immediately be due. You may terminate your account by following the steps in the applicable section under "Cancellations" below, or by sending a notice of cancellation to: *Compatibility, LLC, Attn: Cancellations, 8650 North Keeler Avenue, Skokie, IL, 60076-2014*. Following any termination of any Registered User's use of the Service, Compatibility reserves the right to send a notice thereof to other Registered Users which whom you have corresponded.

11. Cancellations.

- a. Cancellation At Any Time. Except as otherwise stated in this Section, you may cancel your registration or subscription to any Services at any time during the term of such registration or subscription or any renewal period.
- b. Cancellation As a Result of Death or Disability. If by reason of death or disability you are unable to receive all Services for which you contracted, you or your estate may elect to be relieved of the obligation

12. Discontinuation or Changes to the Services. Compatibility may offer additional services or revise any of its Services, at its discretion, and this Agreement will apply to all additional services or revised Services. Compatibility also reserves the right to cease offering any of the Services at any time.

13. Modification to Terms

Compatibility reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

14. Arbitration

a. Compatibility and you agree to arbitrate all disputes and claims between us except for claims seeking injunctive relief in connection with the intellectual property of Compatibility. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that may arise after the termination of this Agreement.

You agree that, by entering into this Agreement, you and Compatibility are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b. A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Notice"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Compatibility and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Compatibility may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Compatibility or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Compatibility is entitled.

c. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Compatibility and you agree otherwise, any arbitration hearings will take place in Skokie, Illinois. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The payment of arbitration fees will be governed by the AAA rules.

d. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND COMPATIBILITY 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.** Further, unless both you and Compatibility agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

15. **Digital Millennium Copyright Act Notice.**

a. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on this Site, please notify Compatibility's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information in writing:

- i. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- ii. Identification of the copyrighted work that you claim is being infringed;
- iii. Identification of the material that is claimed to be infringing and where it is located on the Site;
- iv. Information reasonably sufficient to permit Compatibility to contact you, such as your address, telephone number, and e-mail address;
- v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

vi. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent at Compatibility's address provided hereinabove

16. General Provisions.

- a. Controlling Law and Jurisdiction. You agree that Illinois law (without giving effect to its conflicts of law principles) will govern this Agreement, the Site and the Services.
- b. Miscellaneous. This Agreement, which you accept upon registration for the Services, the Privacy Statement contained in this Agreement, and any applicable payment, renewal, Additional Services terms, comprise the entire agreement between you and Compatibility regarding the use of this Service, superseding any prior agreements between you and Compatibility related to your use of this Site or Services (including, but not limited to, any prior versions of this Agreement). Unless otherwise explicitly stated, the Agreement will survive termination of your registration to the Service. The failure of Compatibility to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- c. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.
- d. Independence and Waiver. No joint venture, partnership, employment, or agency relationship exists between you and Compatibility as a result of this agreement or use of the Service. The failure of Compatibility to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Compatibility in writing.
- e. Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority.
- f. Entire Agreement. If you have not entered into another agreement with Compatibility regarding the subject matter contained herein, then this Agreement comprises the entire agreement between you and Compatibility and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. However, if you and Compatibility have entered into another agreement regarding the subject matter set forth herein, then this Agreement should be read and interpreted in conjunction with such agreement and, in the event of a conflict between this Agreement and a written, signed agreement between the parties, the written, signed agreement shall govern and control.
- g. **Questions or Additional Information:**

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@compatibilityllc.com or call Compatibility at 877.563-9297.

EXHIBIT "A"

PRIVACY POLICY

Compatibility, LLC, a Delaware limited liability company (which means Compatibility its associated companies) ("Compatibility") is committed to protecting your privacy when you use our on-line, telephone or other services ("Services"). In this policy, Compatibility explains how and why Compatibility collect your information, what Compatibility do with it and what controls you have over our use of it.

From time to time, Compatibility adds or changes functions, features or products to its Sites or adds or changes Services. This, and our commitment to protecting the privacy of your personal information, may result in periodic

changes to this Privacy Policy. As a result, please remember to refer back to this Privacy Policy regularly to review any amendments.

Any questions regarding our Privacy Policy should be directed to contact at Compatibility at www.compatibilityconnect.com or alternatively see the section "Comments" below.

Your acceptance of these Privacy Statement terms

By using any of the sites within our Site network ("Sites") or our Services, you unconditionally agree to be bound by this Privacy Policy.

What data does Compatibility collect and how does Compatibility use it?

Compatibility collects and processes information about you in order to:

- (i) identify you each time you visit a Site or wish to have a Service provided;
- (ii) process orders or assessments submitted by you;
- (iii) improve our Services and Sites
- (iv) carry out research on the demographics, interests and behavior of all of our customers; and

You may be asked, either when you register with Compatibility, or at other times, for information about yourself, such as your name, e-mail address, postal address and telephone number. You may also be asked to share with Compatibility your interests, hobbies and preferences.

You are under no obligation to provide this information, but if you don't then Compatibility may not be able to provide you with certain services or personalize your experience and tailor our Services for you.

Log files/IP addresses

When you visit our Sites, Compatibility automatically logs your IP address (the unique address which identifies your computer on the internet) which is automatically recognized by our web server. Compatibility uses IP addresses to help Compatibility administer our Sites and to collect broad demographic information for aggregate use. Compatibility does not link IP addresses to personally identifiable information.

Non-personal information

Compatibility may automatically collect non-personal information about you such as the type of internet browsers you use or the site from which you linked to our Sites. You cannot be identified from this information, and it is only used to assist Compatibility in providing an effective service on our Sites. Compatibility may from time to time supply the owners or operators of third party sites from which it is possible to link to our Sites with information relating to the number of users linking to our Sites from their sites. You cannot be identified from this information.

Use of Cookies

Cookies are pieces of information that a Site transfers to your hard drive to store and sometimes track information about you. Most web browsers automatically accept cookies, but if you prefer, you can change your browser to prevent that. However, you may not be able to take full advantage of a Site if you do so. Cookies are specific to the server that created them and cannot be accessed by other servers, which means they cannot be used to track your movements around the web. Although they do identify a user's computer, cookies do not personally identify customers or passwords. Credit card information is not stored in cookies.

Compatibility uses cookies for the following reasons:

- (i) To identify who you are and to access your account information;
- (ii) To estimate our audience size and patterns;
- (iii) To ensure that you are not asked to register twice; and
- (iv) To track preferences and to improve and update our Site.

With whom is the information shared?

Compatibility will not share, sell or rent your personal information to third parties.

Compatibility may disclose aggregate statistics about our sales, our Site visitors and customers of our services in order to describe our services to prospective partners, advertisers and other reputable third parties and for other lawful purposes, but these statistics will not include personally identifying information.

Compatibility may disclose personal information if required to do so by law or if it believes that such action is necessary to protect and defend the rights, property or personal safety of Compatibility and its Sites, visitors to the Sites and customers of our Services.

Compatibility will only sell or rent your personal information to a third party either as part of a sale of the assets of a Compatibility company or having ensured that steps have been taken to ensure that your privacy rights continue to be protected.

Security

Compatibility places a great importance on the security of all information associated with our customers. Compatibility has security measures in place to attempt to protect against the loss, misuse and alteration of customer data under our control. For example, our security and privacy policies are periodically reviewed and enhanced as necessary and only authorized personnel have access to user information. With regard to our Sites, Compatibility uses secure server software (SSL) to encrypt information you input. While Compatibility cannot ensure or guarantee that loss, misuse or alteration of data will not occur, Compatibility uses its best efforts to prevent this.

The Agreement and this Privacy Policy is subject to change by Compatibility in its sole discretion at any time, with or without notice. Your continued use of this Site or the Services after the posting of revisions to this Agreement will constitute your acceptance of such revisions. Please consult the end of this Agreement to determine when the Agreement was last revised.

Comments

Please e-mail any questions, concerns or comments you have about our Privacy Policy to info@compatibilityllc.com.