

Website Terms of Use

Last Updated: [June 22, 2023]

Welcome to MaestroQA.com which is operated by MaestroQA, Inc. (“**MaestroQA**”, or the “**Company**”). These terms of use, together with any documents they expressly incorporate by reference (collectively, the “**Terms**”) govern your access to and use of <https://www.maestroqa.com> (the “**Website**”).

Please read the Terms carefully before you start to use the Website. By accessing and using the Website, you accept and agree to be bound by these Terms, our [Privacy Policy](#) (the “**Privacy Policy**”) and our [Cookie Policy](#) (the “**Cookie Policy**”). If you do not agree to these Terms (including the Privacy Policy and the Cookie Policy), you should not access or use the Website.

These Terms do not apply to your access to and use of the products and services which we market for subscription on our Website (our “**Services**”). The practices and policies, including how we protect, collect, and use electronic data, text (SMS), messages, communications or other materials submitted to and stored within the Services by You are detailed in and governed by our [Subscription Agreement](#), or such other applicable agreement between you and MaestroQA relating to your access to and use of our Services.

Please note that these Terms with limited exception, contain an arbitration clause and class action waiver. By agreeing to the Terms, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions.

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 us and meet all of the foregoing eligibility requirements.

1. Changes to Terms. MaestroQA may revise and update these Terms from time to time in our sole discretion, without notice. All changes are effective immediately when we post them provided that any changes relating to dispute resolution 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 and will be subject to the sub-section entitled “Modifications” in the Dispute Resolution and Binding Arbitration section of the Terms.

Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. It is your sole responsibility to check our Terms each time you access the Website so you are aware of any changes, and you agree that the changes are binding on you.

2. Changes to Website. We may change or discontinue any aspect, service or feature of the Website at any time, including, but not limited to, content, availability, and equipment needed for access or use. We are not responsible if information made available on this Website is not accurate, complete or current and we have no obligation to update any information on the Website. 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 agree that it is your responsibility to monitor changes to the Website.

3. Use of Website and Proprietary Rights. 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) (the "**MaestroQA Website Content**") and all documentation or other content received in connection with use of the Website as well as all intellectual property rights related thereto (together with the MaestroQA Website Content, the "**MaestroQA Content**") are the exclusive property of MaestroQA and 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.

No right, title or interest in or to the Website or any MaestroQA Content is transferred to you, and all rights not expressly granted are reserved by MaestroQA. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in the MaestroQA Content and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any MaestroQA Content.

By submitting suggestions or other feedback regarding our website or our Services (a "**User Submission**"), you retain full ownership of all of your User Submissions and any intellectual property rights or other proprietary rights associated with your User Submissions however, you agree that MaestroQA can use and share such feedback for any purpose without compensation to you. You hereby grant to MaestroQA a worldwide, non-exclusive, sub-licensable, irrevocable, transferable, royalty-free, perpetual license under all intellectual property laws to use, reproduce, disclose, transmit, publish, broadcast, edit, feature, highlight, post adapt, publish, translate, create derivative works from, distribute, perform or display such User Submissions in any medium (whether known or hereafter invented). In connection with such license, you also grant MaestroQA the right to use your name and likeness in connection with any User Submissions made by you, but we will not be obligated to identify you in connection with any such use. Further, MaestroQA is free to use, without compensation to you, any ideas, concepts, know-how or techniques contained in any User Submissions for any purpose whatsoever, including but not limited to data analytics or developing, manufacturing and marketing products, which you are submitting to us for our use on a royalty-free basis, with no expectation of royalties or other compensation. If you do not agree to the foregoing then you should not transmit or post any such User Submissions.

Subject to the Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the MaestroQA Content for your internal business use and only as permitted by these Terms or as instructed, directly or indirectly, by MaestroQA. MaestroQA may terminate this license at any time for any reason or no reason.

Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

4. Prohibited Uses. 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.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate MaestroQA, a MaestroQA employee, another user or any other person or entity (including, without limitation, by using e-mail 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 MaestroQA, may harm MaestroQA or any other third party, or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.

Additionally, you agree not to:

- Upload invalid, incorrect, or incomplete data.
- Use any robot, bot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of MaestroQA Website Content.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without MaestroQA’ 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 code or material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website are 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 interfere or attempt to interfere with the proper working of the Website.
- Modify copies of MaestroQA Content in a way not authorized by MaestroQA.

- 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 MaestroQA Content.
- Access or use any part of the Website including any materials available through the Website, for any commercial purposes.
- 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 use and not for further reproduction, publication or distribution.
 - If we provide social media features with certain content, you may take such actions as are enabled by such features.

Any use of MaestroQA Content for a purpose not expressly permitted under these Terms, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the Website or any other part of the MaestroQA Content, or use of them for purposes competitive to MaestroQA, is expressly prohibited.

5. Linking to the Website and Social Media Features. You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You shall not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to link from your own or certain third-party website to certain content on our Website. You may use these features solely as we provide them, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

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

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice, and in our sole discretion.

6. Consent to Communication. By providing MaestroQA your email address and/or phone number, you consent to MaestroQA using the email address and/or phone number for calls or text (SMS) messages to send you notices related to the Services, including any notices required by law, in lieu of communication by postal mail. MaestroQA may also use your email address and/or phone number for calls or text (SMS) messages, to send you advertisements or telemarketing messages relating to the Services (which consent may be revoked by written notice to MaestroQA), in each case as set out in our Privacy Policy.

7. Information About You and Your Visits to the Website. All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

8. Disclaimer. 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 Website 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 WEBSITE 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 TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

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

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MAESTROQA, ITS MEMBERS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, SUPPLIERS OR LICENSORS (COLLECTIVELY, THE “**MAESTROQA REPRESENTATIVES**”) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION COST OF SUBSTITUTE GOODS OR SERVICES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE WEBSITE. UNDER NO CIRCUMSTANCES WILL ANY MAESTROQA REPRESENTATIVE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE WEBSITE OR YOUR ACCOUNT OR THE INFORMATION AND DOCUMENTS SHARED WITH US IN CONNECTION WITH THE WEBSITE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAESTROQA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, HARMFUL CODE, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE WEBSITE; (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; AND/OR (VIII) LOSSES ARISING FROM THE USE OF YOUR ACCOUNT; (IX) INTERRUPTION OF BUSINESS; (X) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEBSITE; (XI) DATA LOSS, CORRUPTION, DESTRUCTION, OR OTHER MODIFICATION OF DATA; (XII) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-SITE LINKS ON THE WEBSITE; (XIII) DENIAL OF SERVICE ATTACKS, SYSTEM FAILURES, OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR (XIV) EVENTS BEYOND OUR REASONABLE CONTROL. IN NO EVENT SHALL MAESTROQA OR ANY MAESTRO REPRESENTATIVE BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING ONE HUNDRED DOLLARS (\$100).

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MAESTROQA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF

LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MAESTROQA UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

10. Indemnification. You agree to defend, indemnify, and hold harmless the MaestroQA and the MaestroQA Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website, including any data or content transmitted or received by you; (ii) your violation of these Terms, including without limitation your breach of any of the representations, warranties, or covenants contained herein; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your information or any that is sent/submitted directly or indirectly to us; (vi) any other party's access and use of the Website with your credentials or on your behalf; (vii) any action taken during or as a result of its investigations and from any actions taken as a consequence of investigations by either MaestroQA, its affiliates, licensees, service providers, or law enforcement, regulatory, or other authorities.

11. Governing Law and Jurisdiction. These Terms are entered pursuant to and governed by the Federal Arbitration Act (together with any rules or guidance promulgated thereunder by any relevant federal agency, and together with any successor statute, the "FAA"), but in all other respects including all matters relating to the Website and these Terms, 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 that would apply the law of another jurisdiction (other than the FAA). Foreign laws (except for Puerto Rico) do not apply. If any provision of these Terms is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

Subject to the "[Dispute Resolution and Binding Arbitration](#)" provisions below, in all other respects, any legal suit, action, or proceeding arising out of, or related to, these Terms or the Services shall be governed by New York law and 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 Southern District of New York although MaestroQA retains the right to bring any suit, action, or proceeding against you for breach of these Terms in your state or country of residence or any other relevant country. Subject to the "[Dispute Resolution and Binding Arbitration](#)" provisions below, in all other respects, you waive any and all objections to the exercise of jurisdiction over you by such courts and choice of venue.

12. Dispute Resolution and Binding Arbitration.

Legal Disputes. PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE TERMS OTHERWISE PROVIDE, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION. Other rights that you would have if you went to court, such as access to discovery or appeals, also might be unavailable or limited in arbitration.

YOU AGREE THAT ANY DISPUTE BETWEEN YOU AND MAESTROQA WILL BE GOVERNED BY THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS OF THESE TERMS AND HANDLED ON AN INDIVIDUAL, NON-CLASS BASIS, AS SET FORTH BELOW.

Informal Dispute Resolution. In the event of a dispute, you and we agree to try to resolve such dispute informally by first sending a notice to the other clearly marked “[Notice of Dispute](#)” and containing a brief written statement setting forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute and the relief requested. You must send any such notice to us at privacy@MaestroQA.com. We will contact you via email at the address specified in any such notice. You and we agree to use reasonable, good faith efforts to settle any dispute through consultation and good faith negotiations within thirty (30) days of submission of such notice. If a dispute is not resolved within thirty (30) days of such submission, you or we may resort to the other alternatives described in this section.

Agreement to Arbitrate. In the event that any dispute is unresolved through informal discussions within thirty (30) days as described above, you and we agree to resolve such dispute through final and binding arbitration as the sole, final and binding remedy, except as set forth under “[Exceptions to Agreement to Arbitrate](#)” below. Notwithstanding these Terms, no party waives the right to seek through judicial process, preliminary injunctive relief to preserve the status quo or prevent irreparable injury before the matter can be heard in arbitration.

The arbitral body shall have sole and exclusive authority to resolve all claims covered by these Terms, and any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. Any issues involving the arbitrability of a dispute shall be governed by the FAA, provided, that the parties agree that the arbitral body shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS’ FEES).

Opt-out of Agreement to Arbitrate. Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN THIRTY (30) DAYS FROM THE EARLIER OF THE DATE YOU FIRST USED THIS WEBSITE (THE “OPT OUT DEADLINE”). You can decline this agreement to arbitrate by contacting privacy@MaestroQA.com within the Opt-Out Deadline and stating that you decline this

arbitration agreement. Any opt-out received after the Opt-Out Deadline will not be valid and you will be required to pursue your claim in arbitration or “small claims” court.

Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration under its Consumer Arbitration Rules (see: https://www.adr.org/sites/default/files/document_repository/Consumer_Arbitration_Rules_Web.pdf). The arbitration under such Rules will be before one (a) neutral arbitrator with no apparent conflict of interest for claims not exceeding two hundred and fifty thousand dollars (\$250,000) in value and before a panel of three (b) neutral arbitrators with no apparent conflict of interest for claims in excess of two hundred and fifty thousand dollars (\$250,000). If the parties cannot agree on any arbitrator after good faith efforts, AAA shall designate any arbitrator at the request of any party to the dispute. The arbitration will be held New York, NY and you agree to submit to the personal jurisdiction of the state of New York. The arbitral body will have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitral body will have the authority to grant any relief authorized by law, including attorneys’ fees and costs, available under applicable law, subject to our agreement to cover certain expenses for claims not exceeding ten thousand dollars (\$10,000) set forth below.

If your or our claim does not exceed ten thousand dollars (\$10,000) and does not include a request for any type of equitable remedy, the arbitration will be conducted solely on the basis of the documents that you and we submit to the arbitral body, unless the party bringing the claim requests a hearing or the arbitral body determines that a hearing is necessary. If your or our claim exceeds ten thousand dollars (\$10,000), the right to a hearing will be determined by the AAA Rules.

We will pay all reasonable administrative, filing and arbitration fees for claims of that do not exceed ten thousand dollars (\$10,000) unless the arbitral body determines that a claim is frivolous or was brought for an improper purpose. In circumstances where a claim is deemed frivolous or was brought for an improper purpose or for claims and awards in excess of ten thousand dollars (\$10,000), barring a contrary determination by the arbitral body, (a) each party shall bear its own costs in the arbitration; provided, however, that the parties shall share the fees and expenses of each arbitrator and arbitral body equally and all arbitration case management fees and expenses equally and (b) all fees and expenses relating to any arbitration (including, without limitation, the reasonable legal fees and expenses of the prevailing party and expert witness fees) arising pursuant hereto will be paid by the non-prevailing party and the arbitral body must include an award of such amounts in its decision. You are responsible for any other costs that you may incur in the arbitration, including but not limited to attorney’s fees and expert witness costs, unless we are otherwise specifically required to pay such fees under applicable law. Each of the parties agree that failure to timely pay the arbitrators and other costs of the arbitral proceedings customary for or agreed upon for such proceedings, or otherwise imposed by the arbitral bodies, will be breach of these Terms and deemed a default on the paying parties’ claims.

The AAA Rules and fee information are available at www.adr.org or by calling the AAA at 1-800-778-7879.

Confidentiality. No information concerning any arbitration may be unilaterally disclosed to any third party by any participating party unless it is required to do so by law or by a competent regulatory body and then only: (i) by disclosing no more than is legally required, and (ii) furnishing to the arbitral body and all participating parties details of the disclosure and an explanation and reason for it.

Written Decisions Stating Essential Findings for Claims in Excess of ten thousand dollars (\$10,000). For claims or awards in excess of ten thousand dollars (\$10,000), the arbitral body will issue a written arbitration decision in English stating the essential findings and conclusions upon which any award is based.

Enforcement of Arbitration Awards. The parties agree that the arbitration will be final and binding, any arbitration order or award may be entered in any court having jurisdiction thereof, and such award will be enforceable in any court having jurisdiction to enforce these Terms. A party's right for review of the arbitral body's decision is limited to grounds provided under applicable law.

Exceptions to Agreement to Arbitrate. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction or the U.S. Patent and Trademark Office ("USPTO") for injunctive or other equitable or conservatory relief (for example, to stop unauthorized use or abuse of the Website or actual or threatened intellectual property infringement (e.g., trademark, trade secret, copyright or patent rights), in lieu of or pending a final decision by the arbitral body or the informal dispute resolution process described above. Such actions may include enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the USPTO to protect its intellectual property rights. Either party may also seek relief in a small claims court in New York, New York for disputes or claims within the scope of that court's jurisdiction, but if you assert a claim — only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

No Class Actions or Mass Actions. YOU AND MAESTROQA AGREE THAT ANY ARBITRATION REQUIRED BY THE ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. You agree that you may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff of, or participate as part of, any purported class, joint, consolidated or representative action. Further, unless you and we otherwise agree in writing, the arbitral body may not consolidate more than one person's claims and may not otherwise preside over any form of any class, joint, consolidated or representative proceeding. You and MaestroQA each agree to waive the right to have any dispute or claim subject to the Arbitration Agreement brought, heard, administered, resolved, or arbitrated as a class arbitration, class action, collective action, or Mass Action to the maximum extent permitted by law. "Mass Action" means a situation in which a party is represented by a law firm or other representative, or a

collection of law firms or other representatives, that has initiated more than one hundred (100) arbitration demands with common questions of law or fact against MaestroQA within one hundred and eighty (180) days of initiating your arbitration demand. Nothing in these Terms precludes you from bringing issues to the attention of federal, state, or local government agencies and, if the applicable law allows, such agencies may seek relief against MaestroQA for you.

Judicial Forum for Disputes. MaestroQA is based in New York, so any legal action against MaestroQA related to our Website, products or services must be filed and take place in New York County, New York. For all actions under the AAA Rules, the proceedings may be filed where your residence is, or in New York, New York, and any in-person hearings will be conducted in New York, New York unless otherwise agreed between the parties. For any actions not subject to arbitration, you and MaestroQA agree to submit to the personal jurisdiction of a state or federal court located in New York County, New York. If any court or arbitral body determines that the class, joint, consolidated or representative action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class, joint, consolidated or representative basis, then the dispute will not be subject to arbitration.

WAIVER OF JURY TRIAL. Any otherwise available right to trial by jury with respect to any action or proceeding arising in connection with or as a result of these Terms or the services that are provided hereunder is hereby waived by the parties hereto.

Commencement of Claims. Any claim or cause of action you may have with respect to MaestroQA or these terms must be commenced within one (1) year after the claim or cause of action arose otherwise, such cause of action or claim is permanently barred.

Modifications. If we make any changes to this “Dispute Resolution and Binding Arbitration” section after the date you last accepted the Terms, those changes will not apply to any claims filed in a legal proceeding against MaestroQA prior to the date the changes became effective. MaestroQA will notify you of substantive changes to the “[Dispute Resolution and Binding Arbitration](#)” section at least thirty (30) days prior to the date the change will become effective. If you do not agree to the modified terms, you may send MaestroQA a written notification (including email) or close your account within those thirty (30) days. By rejecting a modified term, you agree to arbitrate any disputes between you and MaestroQA in accordance with the provisions of this “[Dispute Resolution and Binding Arbitration](#)” section as of the date you last accepted the Terms, including any changes made prior to your rejection.

13. Notices. You consent to receive any agreements, notices, disclosures and other communications (collectively, “**Notices**”) to which these Terms refer from us electronically including without limitation by e-mail or by posting notices on the Website. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must provide written notice to us of your withdrawal of such consent and discontinue your use

of the Services. In such event, all rights granted to you pursuant to these Terms, shall automatically terminate. Unfortunately, we cannot provide the benefits of our Website to any user that cannot consent to receipt of Notices electronically, provided, that such lack of consent will not waive the applicability of any terms or obligations applicable to you or assumed by you under these Terms or otherwise for our benefit. Please note that this consent to receive Notices is entirely separate from any election you may make with respect to receipt of marketing communications. Your options with respect to receipt of marketing communications are set forth in our Privacy Policy.

14. No Waiver, No Assignment, Severability. No waiver by MaestroQA of any term or condition set forth in these Terms 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 MaestroQA to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by MaestroQA without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

If any provision of these Terms 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 intent of the provision remains intact to the fullest extent possible. The remaining provisions of the Terms will continue in full force and effect.

15. Entire Agreement. These Terms, our Privacy Policy, and the Additional Terms and Conditions for Funding Applicants, if applicable constitute the sole and entire agreement between you and the Company with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

16. Comments And Concerns. This Website is operated by MaestroQA, Inc. 33 West 17th Street; Floor 4; New York, NY 1011. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: team@MaestroQA.com.

17. Monitoring and Enforcement; Termination. We have the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website and terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.