

# REVIEWER3

## TERMS OF SERVICE

**Last Updated: August 25, 2025**

These Terms of Service (“**Terms**”) apply to your access to and use of (a) the website located at <https://reviewer3.com> (or any successor links) and all associated web pages, websites, and social media pages (the “**Website**”) provided by Itera, Inc. (“**Reviewer3**,” “**we**,” “**our**,” or “**us**”) and (b) any online services ((a) and (b), collectively, our “**Services**”).

**By using our Services, you expressly agree to these Terms. Please carefully review these Terms before using our Services, including, without limitation, the warranty disclaimers and releases set forth in Section 9, which limit our liability and your ability to bring certain claims against us.**

**Please be aware that if you subscribe to services for a term (the “Initial Term”), then the terms of your subscription will be automatically renewed for additional periods of the same duration as the Initial Term at Reviewer3's then-current fee for such services, unless you cancel your subscription in accordance with Section 1 below.**

**BY AGREEING TO THESE TERMS, EXCEPT FOR (I) CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 11 (II) WHERE YOU EXERCISE YOUR RIGHT TO OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 11, OR (III) TO THE EXTENT PROHIBITED BY LAW, DISPUTES BETWEEN YOU AND REVIEWER3 WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL.**

We may indicate that different or additional terms, conditions, guidelines, policies, or rules apply in relation to some of our Services (“**Supplemental Terms**”). Any Supplemental Terms become part of your agreement with us if you use the applicable Services, and if there is a conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control for that conflict.

We may make changes to these Terms. The “**Last Updated**” date above indicates when these Terms were last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through our Services, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using our Services. Any changes to these Terms will not apply to any dispute between you and us arising prior to the date on which we posted the updated Terms incorporating such changes or otherwise notified you of such changes.

## **1. Eligibility and Use Restrictions; Accounts**

- (a) **Eligibility and Use Restrictions.** Users under 18 years of age (or the age of legal majority where the user lives) may only use our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. The parent or legal guardian of a user under the age of 18 (or the age of legal majority) is fully responsible for the acts or omissions of such user in relation to our Services. If you are a parent or legal guardian and you believe that your child under the age of 18 is using our Services without your consent, please contact us at [support@reviewer3.com](mailto:support@reviewer3.com). In using our Services, you represent and warrant that you meet the eligibility requirements to use our Services and have the authority to be bound by these Terms, including, without limitation, if you use our Services on behalf

of another person or entity (in which case “you” will include that person or entity and that person or entity agrees to be responsible to us).

- (a) **Accounts**. You may be required to create an account with us in order to use some or all of our Services. You will promptly update any information contained in your account if it changes. You must maintain the security of your account, as applicable, and promptly notify us if you discover or suspect that someone has accessed your account without your permission. We reserve the right to reject, require that you change, or reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

**(b) Fees**.

- a. **Subscriptions and Auto-Renewal**. Reviewer3 may offer some services as automatically-renewing subscriptions, e.g., a one-week subscription, one-month subscription, or three-month subscription (“**Premium Services**”). IF YOU PURCHASE AN AUTOMATICALLY RENEWING SUBSCRIPTION, YOUR SUBSCRIPTION WILL RENEW AT THE END OF THE PERIOD, UNLESS YOU CANCEL, AT REVIEWER3 THEN-CURRENT PRICE FOR SUCH SUBSCRIPTIONS. To avoid charges for a new subscription period, you must cancel, as described below, before the end of the then-current subscription period. Deleting your account or deleting the application from your device does not cancel your subscription. You will be given notice of changes in the pricing of the Premium Services to which you have subscribed at least fourteen (14) days prior to the change and an opportunity to cancel. If Reviewer3 changes these prices and you do not cancel your subscription, you agree that you will be charged at Reviewer3's then-current pricing for subscription.
- b. **Subscription Cancellation**. You may cancel or change your payment method via the payment settings option under your profile. If you cancel your subscription, you may use your subscription until the end of the period you last paid for, but (i) you will not (except as set forth in the subsection entitled “Refunds” below) be eligible for a prorated refund, (ii) your subscription will not be renewed when that period expires and (iii) you will then no longer be able to use the Premium Services enabled by your subscription.
- c. **One-Time Purchases**. Reviewer3 may also offer one-time, non-subscription purchases, including, but not limited to, the purchase of a single paper review or a bundle of review credits (“**One-Time Purchases**” or “**Review Credits**”). One-Time Purchases are charged once at the point of sale and **do not** auto-renew. Review Credits entitle you to redeem the specified, eligible Services (e.g., one review per credit) as determined by our sole discretion and cannot be transferred, resold or exchanged and for your internal use only. Unless otherwise stated at purchase, Review Credits do not expire and have no cash value. We reserve the right to set expiration dates, usage limits, or other conditions on One-Time Purchases or Review Credits and to modify or discontinue such programs at any time without notice. If a particular One-Time Purchase or Review Credits includes specific usage limits, redemption windows, or other conditions, those will be disclosed at checkout and will govern.
- d. **Free Trials**. If you sign up for a free trial and do not cancel, your trial may convert into a paid subscription and your payment method will be charged at the then-current price for such subscription. Once your free trial converts to a paid subscription, your paid subscription will continue to automatically renew at the end of each period, and your payment method will be charged, until you cancel. To avoid charges for a new subscription period, you must cancel before the end of the then-current subscription period or free trial period as described above.

Deleting your account or deleting the application from your device does not cancel your free trial.

- e. **Refunds.** Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods.
- f. **Taxes.** The payments required under this Section do not include any Sales Tax that may be due in connection with the Premium Services provided under these Terms. If Reviewer3 determines it has a legal obligation to collect a Sales Tax from you in connection with these Terms, Reviewer3 will collect such Sales Tax in addition to the payments required under this Section. If any Premium Services, or payments for any Premium Services, under these Terms are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Reviewer3, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority. As used herein, “Sales Tax” means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

## 2. Your Information and User Content

- (a) **General.** You may provide certain information to Reviewer3 in connection with your use of our Services or we may otherwise collect certain information about you when you use our Services. For information about how we collect, use, share and otherwise process information about you, please see our Privacy Policy [[reviewer3.com/privacy](https://reviewer3.com/privacy)]. You agree to receive all communications, agreements, and notices that we provide in connection with our Services electronically, including by email, SMS or text message (if you provide your manual consent to opt in to receive SMS or text messages) to the cell phone number associated with your account, or by posting them to your account on the Website or otherwise through our Services. You agree that all communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Your consent to receive SMS or text messages is not a condition of purchase. You may withdraw your consent to receive communications electronically at any time, but except as it relates to SMS text messages, if you withdraw such consent, you may be unable to use all or a portion of our Services.
- (b) **Sharing User Content.** Our Services may allow you and other users to post or share content, including reviews, messages, text, photos, videos and other materials (collectively, “**User Content**”). If you post or share any User Content, you grant Reviewer3 a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully paid, and sublicensable (through multiple tiers) license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly or otherwise perform and display, and exploit your User Content and any name, voice, image, personality, or other likeness provided in connection with your User Content in all media formats and channels now known or later developed, without compensation to you or any third party. You hereby irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law or under any legal theory. Except for the foregoing license, you retain all rights (including ownership) in and to your User Content.
- (c) **Input and Output.** Our Services may also allow you to provide input to the Services (“**Input**”) and receive output from the Services based on the Input (“**Output**”). Input and Output are also collectively referred to as User Content. You are responsible for User Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to the Services. As between you and Reviewer3, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. Reviewer3 hereby assigns to you all Reviewer3’s right, title, and interest, if any, in and to

Output. Due to the nature of the Services and artificial intelligence generally, Output may not be unique and other users may receive similar output from the Services. Reviewer3 may use User Content to provide, maintain, develop, and improve the Software, comply with applicable law, enforce Reviewer3's terms and policies, and keep the Services safe.

- (d) **Opt Out**. If you do not want us to use your User Content to train our models, you can opt out by emailing [support@reviewer3.com](mailto:support@reviewer3.com). Please note that in some cases this may limit the ability of our Services to better address your specific use case.
- (e) **Accuracy**. When you use our Services you understand and agree:
- a. The Services are designed to assist with research paper understanding and are not intended to replace proper attribution or citation. You agree not to use the Services to violate academic integrity policies or copyright law. It is your responsibility to ensure that your use of the Services complies with institutional policies and applicable legal obligations, including those regarding attribution, citation, and fair use.
  - b. Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may, in some situations, result in Output that does not accurately reflect real people, places, or facts.
  - c. Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
  - d. You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
  - e. You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
  - f. Our Services may provide incomplete, incorrect, or offensive Output that does not represent Reviewer3's views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with Reviewer3.

### 3. Prohibited Conduct

- (a) **General**. You will not use our Services if you are not eligible to use our Services in accordance with these Terms and will not use our Services other than for their intended purpose. Without limiting the foregoing, you must always be respectful of other users during your use of our Services.
- (b) **Specific**. Further, you will not:
- Use our Services for any purpose other than your personal, non-commercial purpose;
  - Violate any applicable law, contract, intellectual property right, or other third-party right or commit a tort;
  - Engage in any harassing, threatening, intimidating, predatory, stalking, discriminatory, or other objectionable conduct or disturb or solicit others;

- Use any cameras, video, or other devices designed to or enabled to capture recordings in connection with our Services without our prior written consent;
- Use or attempt to use another user's account or information without authorization from that user and Reviewer3;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell or resell our Services;
- Copy, reproduce, distribute, publicly perform, or publicly display all or portions of our Services, except as expressly permitted by us or our licensors;
- use Output to develop any artificial intelligence models that compete with our products and services;
- Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
- Use our Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services or that could damage, disable, overburden, or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Services except in accordance with instructions contained in our robot.txt file and only to compile for search results;
- Develop or use any applications that interact with our Services without our prior written consent;
- Send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- Link to any online portion of our Services; or
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

(c) **Enforcement.** Enforcement of this Section 3 is solely at Reviewer3's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

## 4. Ownership; Limited License

Reviewer3 or our licensors own all right title and interest (including intellectual property rights) in and to the Services, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein. Except as expressly stated in these Terms, all rights in and to the Services, including all intellectual property rights therein and thereto, are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Services for your own personal, noncommercial

use. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

## 5. Trademarks

The “Reviewer3” name and our logos, product or service names, slogans, and the look and feel of our Services are trademarks of Reviewer3 and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned on or in connection with our Services are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

## 6. Feedback

You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Reviewer3 or our Services (collectively, “**Feedback**”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback or our Services, or to improve or develop new products, services, or our Services in Reviewer3's sole discretion. Reviewer3 will exclusively own all improvements to, or new, Reviewer3 products or services based on any Feedback. You understand that Reviewer3 may treat Feedback as nonconfidential.

## 7. Third Party Materials

- (a) Our Services may rely on or interoperate with third-party products and services, including, without limitation, data storage services, communications technologies, IoT platforms, and internet and mobile operators (collectively, “**Third-Party Materials**”). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of our Services. You acknowledge that (i) the use and availability of our Services is dependent on third-party product vendors and service providers and (ii) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that our Services operate.
- (b) Your access to and use of such Third-Party Materials may be subject to additional terms, conditions, and policies (including terms of service or privacy policies of the applicable third party). You are responsible for obtaining and maintaining any computer hardware, equipment, network services and connectivity, telecommunications services, and other products and services necessary to use our Services. Your use of such Third-Party Materials is at your own discretion and you shall ensure that you are familiar with and approve the terms on which such applications and services are provided, including without limitation:
  - i. Google’s Gemini provides for encryption of User Content and other data at rest and in transit. We use Google’s Gemini models via the Gemini API as a Paid Service. When used as a Paid Service, Google does not use your prompts or outputs to train or improve its models and processes them under Google’s data-processor terms. You must comply with their terms and privacy policy: [<https://ai.google.dev/gemini-api/terms>].
  - ii. Supabase (managed Postgres and object storage) is SOC 2 Type II compliant. Data is encrypted at rest and in transit; access is restricted by policies and private buckets. Where appropriate, we may also use application-layer encryption (e.g., Supabase Vault/

pgsodium) for selected fields. You must comply with Supabase's terms [<https://supabase.com/terms>] and privacy policy: [<https://supabase.com/privacy>].

## 8. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Reviewer3 and our subsidiaries and affiliates, and each of our respective officers, directors, employees, partners and agents (individually and collectively, the “**Reviewer3 Parties**”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“**Claims**”) arising out of or related to: (a) your access to or use of our Services (including any acts and/or omissions); (b) your Feedback; (c) your violation of these Terms; or (d) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights). You will cooperate with the Reviewer3 Parties in defending third-party Claims and pay all fees, costs, and expenses associated with defending such third-party Claims (including attorneys’ fees). The Reviewer3 Parties will have control of the defense or settlement, at Reviewer3's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Reviewer3 or the other Reviewer3 Parties.

## 9. Disclaimer and Release

- (a) **Disclaimer.** YOUR USE OF OUR SERVICES AND ANY SERVICES, CONTENT OR MATERIALS PROVIDED THEREIN OR THEREWITH (INCLUDING THE THIRD-PARTY MATERIALS) IS AT YOUR SOLE RISK. EXCEPT AS OTHERWISE PROVIDED IN A WRITING BY US AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OUR SERVICES AND ANY SERVICES, CONTENT OR MATERIALS PROVIDED THEREIN OR THEREWITH (INCLUDING THE THIRD-PARTY MATERIALS) ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED AND REVIEWER3 DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE FOREGOING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, Reviewer3 DOES NOT REPRESENT OR WARRANT THAT OUR SERVICES OR ANY SERVICES OR CONTENT PROVIDED THEREIN OR THEREWITH (INCLUDING THE THIRD-PARTY MATERIALS) ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE OR THAT ACCESS TO OUR SERVICES OR ANY SERVICES OR CONTENT PROVIDED THEREIN OR THEREWITH (INCLUDING THE THIRD-PARTY MATERIALS) WILL BE UNINTERRUPTED. WHILE Reviewer3 ATTEMPTS TO MAKE YOUR USE OF OUR SERVICES AND ANY SERVICES AND CONTENT PROVIDED THEREIN OR THEREWITH (INCLUDING THE THIRD-PARTY MATERIALS) SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR ANY SERVICES OR CONTENT PROVIDED THEREIN OR THEREWITH (INCLUDING THE THIRD-PARTY MATERIALS) OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR CONTENT OR MATERIALS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF OUR SERVICES AND ANY SERVICES OR CONTENT PROVIDED THEREIN OR THEREWITH (INCLUDING THE THIRD-PARTY MATERIALS). YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM THE SERVICES IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.
- (b) **Release.** YOU HEREBY SPECIFICALLY, FULLY AND FOREVER RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND INDEMNIFY AND HOLD HARMLESS REVIEWER3 PARTIES FROM AND AGAINST ANY AND ALL CLAIMS (AS DEFINED IN SECTION 8) RELATED TO DISPUTES BETWEEN USERS AND THE ACTS OR OMISSIONS OF ANY

**THIRD PARTIES. YOU UNDERSTAND THAT THIS WAIVER MEANS YOU GIVE UP YOUR RIGHT TO BRING ANY CLAIMS, INCLUDING, WITHOUT LIMITATION, FOR PHYSICAL OR EMOTIONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR NEGLIGENCE, AND YOU GIVE UP ANY CLAIM YOU MAY HAVE TO SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN.**

**If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

- (c) **Beneficiaries.** ALL DISCLAIMERS AND RELEASES OF ANY KIND (INCLUDING IN THIS SECTION 9 AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF Reviewer3, THE OTHER Reviewer3 PARTIES, AND THE Reviewer3 PARTIES’ RESPECTIVE SHAREHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS, AS WELL AS THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

## **10. Limitation of Liability**

- (a) **Waiver of Certain Damages.** To the fullest extent permitted by applicable law, Reviewer3 and the other Reviewer3 Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, even if Reviewer3 or the other Reviewer3 Parties have been advised of the possibility of such damages.
- (b) **Liability Cap.** The total liability of Reviewer3 and the other Reviewer3 Parties to you (whether occurring under these Terms or otherwise), regardless of the form of the action, is limited to the amount paid by you to use our Services giving rise to the claim or \$100 USD, whichever is greater.
- (c) **Exclusions.** The limitations set forth in this Section 10 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Reviewer3 or the other Reviewer3 Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **11. Dispute Resolution; Binding Arbitration**

**PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND Reviewer3 TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND Reviewer3 FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND Reviewer3 AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. Reviewer3 AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.**

**FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS. NO CLASS OR**



**REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION AGREEMENT.**

- (a) **Arbitrable Claims.** For any dispute or claim that you have against Reviewer3, that Reviewer3 has against you or that you have, or Reviewer3 has, in each case arising from, relating to, or stemming from these Terms, our Services or any aspect of the relationship between you and Reviewer3 as relates to these Terms or our Services, including any privacy or data security claims (collectively, “***Arbitrable Claims***,” and each an “***Arbitrable Claim***”), you and Reviewer3 agree to attempt to first resolve the Arbitrable Claim informally via the following process. If you assert an Arbitrable Claim against Reviewer3, you will first contact Reviewer3 by sending a written notice of your Arbitrable Claim (“***Claimant Notice***”) to Reviewer3 by email to support@reviewer3.com. The Claimant Notice must (i) include your name, residence address, email address, and telephone number; (ii) describe the nature and basis of the Arbitrable Claim; and (iii) set forth the specific relief sought. If v asserts an Arbitrable Claim against you, Reviewer3 will first contact you by sending a written notice of Reviewer3's Arbitrable Claim (“***Reviewer3 Notice***”), and each of a Claimant Notice and Reviewer3 Notice, a “***Notice***”) to you via email to the primary email address associated with your account. The Reviewer3 Notice must (A) include the name of a Reviewer3 contact and the contact’s email address and telephone number; (B) describe the nature and basis of the Arbitrable Claim; and (C) set forth the specific relief sought. If you and Reviewer3 cannot reach an agreement to resolve the Arbitrable Claim within thirty (30) days after you or Reviewer3 receives such a Notice, then either party may submit the Arbitrable Claim to binding arbitration as set forth below. The statute of limitations and any filing fee deadlines shall be tolled for thirty (30) days from the date that either you or Reviewer3 first send the applicable Notice so that the parties can engage in this informal dispute-resolution process.
- (b) **Binding Arbitration.** Except for (i) individual disputes that qualify for small claims court or (ii) any disputes exclusively related to the intellectual property or intellectual property rights of you or Reviewer3, including any disputes in which you or Reviewer3 seek injunctive or other equitable relief for the alleged unlawful use of your or Reviewer3's intellectual property rights or other infringement of your or Reviewer3's intellectual property rights (“***IP Claims***”), all Arbitrable Claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including, with respect to Arbitrable Claims that are not related to intellectual property or intellectual property rights but are jointly filed with IP Claims, that are not resolved in accordance with Section 11(a) will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Arbitrable Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.
- (c) **Governance.** These Terms affect interstate commerce, and the enforceability of this Section 11 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to the extent permitted by law.
- (d) **Submission.** All Arbitrable Claims must be submitted to the American Arbitration Association (“***AAA***”) and will be resolved through binding arbitration before one arbitrator. If you are a consumer, the then-current version of the AAA’s Consumer Arbitration Rules will apply, which are available on the AAA’s website (adr.org), as amended by these Terms as follows:
1. YOU AND REVIEWER3 AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND Reviewer3 ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitrator may conduct only an individual arbitration and, except as described below for the additional procedures to govern if twenty-five (25) or more similar or coordinated

claims are asserted against Reviewer3 or you by the same or coordinated counsel, may not consolidate more than one individual's claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

2. For any arbitration you initiate, you will pay the consumer filing fee, and Reviewer3 will pay the remaining AAA fees and costs. For any arbitration initiated by Reviewer3, Reviewer3 will pay all AAA fees and costs.
3. For all arbitrations where the claims asserted are \$25,000 or less, the arbitration shall be resolved according to the AAA's Procedures for the Resolution of Disputes through Document Submission, and for all other arbitrations the following procedure will apply: (a) the arbitrator will conduct hearings, if any, by teleconference or videoconference rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate; (b) any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances; and (c) if the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator.
4. If you or Reviewer3 submits a dispute to arbitration and the arbitrator orders any exchange of information, you and Reviewer3 agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and/or other materials that might be exchanged or the subject of discovery in the arbitration. You and Reviewer3 agree to seek such protection before any such information, documents, testimony, and/or materials are exchanged or otherwise become the subject of discovery in the arbitration.
5. The arbitrator's decision will follow these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.
6. The AAA Supplementary Rules for Multiple Case Filings and the AAA Multiple Consumer Case Filing Fee Schedule will apply if twenty-five (25) or more similar claims are asserted against Reviewer3 or against you by the same or coordinated counsel or are otherwise coordinated. In addition to the application of the AAA Supplementary Rules for Multiple Case Filings and the AAA Multiple Consumer Case Filing Fee Schedule, you and Reviewer3 understand and agree that when twenty-five (25) or more similar claims are asserted against Reviewer3 or you by the same or coordinated counsel or are otherwise resolved, your or Reviewer3's Arbitrable Claim might be delayed. For such coordinated actions, you and Reviewer3 also agree to the following coordinated bellwether process. Counsel for the claimants and counsel for Reviewer3 shall each select ten (10) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. If the parties are unable to resolve the remaining cases after the conclusion of the initial twenty (20) proceedings, each side shall select another ten (10) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. The remaining

cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise. This staged process shall continue, consistent with the parameters identified above, until all the claims included in these coordinated filings, including your case, are adjudicated or otherwise resolved. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to this staged process from the time the first cases are selected for a bellwether process until the time your case is selected for a bellwether process, withdrawn, or otherwise resolved. A court shall have authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Reviewer3 or you.

- (e) **One Year to Assert Claims.** To the extent permitted by law, any Arbitrable Claim by you or Reviewer3 relating in any way to these Terms, our Services, or any aspect of the relationship between you and Reviewer3 as relates to these Terms or our Services, must be filed within one year after such Arbitrable Claim arises; otherwise, the Arbitrable Claim is permanently barred, which means that you and Reviewer3 will not have the right to assert the Arbitrable Claim.
- (f) **Opt-Out Right.** You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by providing us with notice of your decision to opt-out via email at support@reviewer3.com. In order to be effective, the opt-out notice must include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 12.
- (a) **Severability.** If any portion of this Section 11 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 11 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 11; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 11 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 11 will be enforceable.
- (b) **Other Jurisdictions.** Notwithstanding anything to the contrary in the Terms, if you reside in any country outside of the United States, you may bring legal proceedings regarding the Terms either by following the arbitration procedure detailed above in this Section 11 or, if given the right by applicable law, by submitting the dispute to an arbitration administrator in the jurisdiction in which you reside. To the extent any proceeding is not subject to arbitration under applicable law, you may submit the dispute to the courts of the jurisdiction in which you reside.

## 12. Governing Law

These Terms and any claims made hereunder (including Arbitrable Claims) will be governed by and construed and enforced in accordance with the laws of the State of California, except to the extent preempted by U.S. Federal Law, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. If any Arbitrable Claim is not subject to arbitration pursuant to Section 11, then the state and federal courts located in San Francisco, California will have exclusive jurisdiction. You and Reviewer3

irrevocably waive any objection to venue in any such courts. If your local law requires that consumer contracts be interpreted subject to local law and enforced in the courts of that jurisdiction, this section may not apply to you only to the extent that local law conflicts with this section.

## **13. Modifying and Terminating Our Services**

We may: (a) modify our Services or suspend or terminate providing all or part of our Services at any time; (b) charge, modify, or waive any fees required to use our Services; or (c) offer opportunities to some or all end users of our Services. We may provide you with notice in advance of the suspension or discontinuation of all or part of our Services, such as by sending an email or providing a notice through our Services. All modifications and additions to our Services will be governed by these Terms or Supplemental Terms, unless otherwise expressly stated by Reviewer3 in writing. You also have the right to stop using our Services at any time, and you may terminate these Terms by ceasing use of our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

## **14. Severability**

If any portion of these Terms other than Section 11 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable: (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render the Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve the Terms and the intent of the Terms to the fullest possible extent.

## **15. Miscellaneous**

Reviewer3's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation." Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Communications and transactions between us may be conducted electronically.