

Ropes Candidate Terms of Service

Last Updated: 8/12/2025

These Candidate Terms of Service are a legally binding contract between you and Ropes AI Inc. ("**Ropes**," "**we**," or "**us**") regarding the Services provided by Ropes to Candidates via the Ropes Platform (as those terms are defined below), which services may include, without limitation, the ability for Candidates to view and engage with assessment tests made available via the Ropes Platform.

Please note that these Candidate Terms of Service are not intended to apply to the use of the Ropes Platform, or any other services provided by Ropes, by Customers (defined below) in their capacity as Customers (e.g. to generate tests and reports to evaluate Candidates for potential positions). If you are using the Services in your capacity as a Customer, the terms of your Cloud Services Agreement or other similar agreement(s) entered into with Ropes will govern the use of the Ropes Platform or applicable product or service in such capacity.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ROPES'S PRIVACY POLICY <https://ropes.ai/privacy> (TOGETHER, THESE "TERMS**"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THESE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES. YOUR USE OF THE SERVICES, AND ROPES'S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY ROPES AND BY YOU TO BE BOUND BY THESE TERMS.**

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 14 (*Dispute Resolution and Arbitration*), you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND ROPES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

YOU AGREE TO RECEIVE TEXTS/CALLS FROM OR ON BEHALF OF ROPES AT THE PHONE NUMBER YOU PROVIDE TO US. YOU UNDERSTAND AND AGREE THAT THESE TEXTS/CALLS MAY BE CONSIDERED TELEMARKETING UNDER APPLICABLE LAW, THEY MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY, AND YOUR CONSENT IS NOT A CONDITION OF ANY PURCHASE.

- 1. Ropes Service Overview.** Ropes provides an AI-powered candidate assessment platform (the "**Ropes Platform**") that includes functionality designed to help customers of the Ropes Platform (each a "**Customer**"), such as staffing agencies and similar parties, (a) generate and provide assessment tests to potential candidates for employment or engagement (each a "**Candidate**") and (b) evaluate such Candidates and their performance on such assessments. These assessment tests are considered part of the "Services" described in these Terms.
- 2. Eligibility.** You must be at least 18 years old to use the Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Services; and (c) your use of the Services is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms. When using the

Services, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times.

3. Licenses

- 3.1 Limited License. Subject to your complete and ongoing compliance with these Terms, Ropes grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services.
- 3.2 License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Services or any content made available via the Services; (b) make modifications to the Services; or (c) interfere with or circumvent any feature of the Services, including any security or access control mechanism. If you are prohibited under applicable law from using the Services, then you may not use it.
- 3.3 Feedback. We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Services ("**Feedback**"), then you hereby grant Ropes an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

- 4. **Ownership; Proprietary Rights**. The Services are owned and operated by Ropes. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, tests, reports, and all other elements of the Services provided by Ropes ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Services are the property of Ropes or its third-party licensors. Except as expressly authorized by Ropes, you may not make use of the Materials. There are no implied licenses in these Terms and Ropes reserves all rights to the Materials not granted expressly in these Terms.

5. Conduct

- 5.1 When using the Services, you will not and will not attempt to do any of the following:
 - (a) Behave in any fraudulent, deceptive, or dishonest manner, including without limitation by cheating on any assessment tests.
 - (b) Misrepresent your identity or any other information about you, including without limitation by impersonating any other person or party.
 - (c) Copy, download, distribute, transmit, print, or otherwise save or store any content from the Services unless expressly authorized by Ropes.

- (d) “Crawl,” “scrape,” or “spider” any page, data, or portion of or relating to the Services (or any information, data, or content made available through the Services), whether through use of manual or automated means.
- (e) Publish benchmark or performance information about the Services without Ropes’s consent.
- (f) Use the Services in violation of data, privacy or other applicable laws or regulations.
- (g) Use the Services to engage in, promote, support or facilitate hateful, discriminatory or violent activities, whether online or offline.
- (h) Access the Services through unauthorized means (for instance, scraping or crawling).
- (i) Disable or interfere with the Services or circumvent any security or access controls.
- (j) Monitor traffic on the Services without Ropes’s permission.
- (k) Probe, scan, penetrate or test the vulnerability of Ropes’s system or network.
- (l) Try to access other users’ data or accounts without their express permission.
- (m) Engage in any activity that we reasonably determine on advice of counsel will cause liability to us.
- (n) Permit or encourage others to commit any of the actions above.

5.2 Ropes may monitor compliance with these Terms, including the requirements of this Section 5, and investigate any suspected violations. We may report any activity that we suspect violates any law or regulation to law enforcement officials, regulators, or other appropriate third parties, and cooperate with them to investigate and prosecute illegal conduct and other violations of these Terms. We may also report any violation of these Terms or any other illegal conduct to Customers. Our reporting may include disclosing information related to the violation of these Terms.

6. RESPONSIBILITY FOR HIRING DECISIONS

- 6.1 ROPES MAKES NO REPRESENTATIONS OR WARRANTIES THAT SUCCESSFUL COMPLETION OF ASSESSMENTS OR ANY OTHER SUCCESSFUL USE OF THE SERVICES WILL RESULT IN EMPLOYMENT OPPORTUNITIES, JOB OFFERS, OR CAREER ADVANCEMENT. THE SERVICES MAY PROVIDE INFORMATION TO CUSTOMERS FOR THEIR CONSIDERATION, BUT HIRING DECISIONS REMAIN SOLELY WITHIN THE DISCRETION OF THE CUSTOMER OR THEIR CUSTOMERS OR CLIENTS. ROPES IS NOT RESPONSIBLE FOR ANY EMPLOYMENT-RELATED OR OTHER DECISIONS MADE BY ANY CUSTOMER OR ANY OTHER PARTY. ANY QUESTIONS OR CONCERNS ABOUT A PARTICULAR EMPLOYMENT OR ENGAGEMENT DECISION SHOULD BE DIRECTED TO THE APPROPRIATE HIRING PARTY CONTACT.
- 6.2 ROPES MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, OR VALIDITY OF ANY ASSESSMENT RESULTS, SCORES, EVALUATIONS, OR RECOMMENDATIONS GENERATED BY THE SERVICES. ASSESSMENT RESULTS, SCORES,

EVALUATIONS, AND OTHER OUTPUT IS BASED ON ALGORITHMIC ANALYSIS AND MAY NOT ACCURATELY REFLECT A CANDIDATE'S ACTUAL SKILLS, ABILITIES, OR QUALIFICATIONS. AI SYSTEMS ARE SUBJECT TO LIMITATIONS, BIASES, AND ERRORS THAT MAY AFFECT ASSESSMENT OUTCOMES.

- 6.3 THE SERVICES MAY EXPERIENCE TECHNICAL ISSUES, INCLUDING BUT NOT LIMITED TO: (A) MISINTERPRETATION OF RESPONSES; (B) FAILURE TO RECOGNIZE VALID ALTERNATIVE APPROACHES OR SOLUTIONS; (C) INCORRECT SCORING OR EVALUATION OF RESPONSES; (D) SYSTEM DOWNTIME, LATENCY, OR PERFORMANCE ISSUES; AND (E) COMPATIBILITY ISSUES.
- 6.4 ASSESSMENT AND OTHER ELEMENTS OF THE SERVICES RESULTS MAY BE AFFECTED BY FACTORS BEYOND ROPES'S CONTROL, INCLUDING BUT NOT LIMITED TO: (A) YOUR INTERNET CONNECTION, DEVICE PERFORMANCE, OR TECHNICAL SETUP; (B) YOUR FAMILIARITY WITH THE ASSESSMENT INTERFACE OR FORMAT; (C) TIME CONSTRAINTS OR TESTING CONDITIONS; (D) LANGUAGE BARRIERS OR COMMUNICATION DIFFERENCES; AND (E) INDIVIDUAL LEARNING STYLES OR PROBLEM-SOLVING APPROACHES THAT MAY NOT ALIGN WITH THE SERVICES'S EVALUATION CRITERIA.

7. Third-Party Terms

- 7.1 Third-Party Services and Linked Websites. Ropes may provide tools through the Services that enable you to export information, including User Content, to third-party services, which may include, without limitation, third-party artificial intelligence large language models (LLMs). By using one of these tools via the Services, or using any functionality of the Services that incorporate or interact with such tools, you hereby authorize Ropes to transfer that information to the applicable third-party service. Third-party services are not under Ropes's control, and, to the fullest extent permitted by law, Ropes is not responsible for any third-party service's use of your exported information. The Services may also contain links to third-party websites. Linked websites are not under Ropes's control, and Ropes is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, Ropes will have no control over the information that has been shared.
- 7.2 Third-Party Software. The Services may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Services are provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

8. User Content

- 8.1 User Content Generally. Certain features of the Services may permit users to submit, upload, publish, broadcast, or otherwise transmit ("**Post**") content to the Services, including software code, responses, data, text, video, audio, intellectual property data, and any other works of authorship or other works ("**User Content**"). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Services, subject to the licenses granted in these Terms.

- 8.2 Limited License Grant to Ropes. By Posting User Content to or via the Services, including by taking any assessment, you grant Ropes a worldwide, non-exclusive, irrevocable, perpetual, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, and distribute your User Content, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed. All of the rights you grant in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of external services will not have any separate liability to you or any other third party for User Content Posted or otherwise used on external services via the Services. You agree to pay all monies owing to any person or entity resulting from Posting your User Content and from Ropes's exercise of the license set forth in this Section.
- 8.3 You Must Have Rights to the Content You Post; User Content Representations and Warranties. You must not Post User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content. Ropes disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Services. By providing User Content via the Services, you affirm, represent, and warrant to us that:
- (a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Ropes and users of the Services to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Ropes, the Services, and these Terms;
 - (b) your User Content, and the Posting or other use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Ropes to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and
 - (c) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.
- 8.4 User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users Post, which may include, without limitation, content in evaluations or assessments generated via the Services by or on behalf of other users of the Services, including without limitation Customers. Ropes will not be in any way responsible or liable for User Content. Ropes may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Services, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or

equitable right or remedy you have or may have against Ropes with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Ropes does not permit infringing activities on the Services.

- 8.5 Monitoring Content. Ropes does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Services by its users. You acknowledge and agree that Ropes reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Services for operational and other purposes. If at any time Ropes chooses to monitor the content, then Ropes still assumes no responsibility or liability for any content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy (defined below). Ropes may block, filter, mute, remove, or disable access to any User Content uploaded to or transmitted through the Services without any liability to the user who Posted such User Content to the Services or to any other users of the Services.

9. **Communications**

- 9.1 Text Messaging & Phone Calls. You agree that Ropes and those acting on our behalf may call and send you text (SMS) messages at the phone number on file for you. These calls and messages may include operational calls or messages about your use of the Services, as well as marketing calls or messages. Calls and text messages may be made or sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such calls or messages, as specified by your carrier. IF YOU WISH TO OPT OUT OF MARKETING CALLS AND TEXT MESSAGES FROM ROPES, YOU CAN EMAIL support@ropes.ai OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. IF YOU WISH TO OPT OUT OF ALL CALLS AND TEXT MESSAGES FROM ROPES, YOU CAN EMAIL support@ropes.ai OR TEXT THE WORD "STOPALL" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICES. You may continue to receive calls and text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing calls and texts is not a condition of any purchase on or use of the Services.

- 9.2 Email. We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

10. **Term, Termination, and Modification of the Services**

- 10.1 Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Services, and ending when terminated as described in Section 10.2 (*Termination*).
- 10.2 Termination. If you violate any provision of these Terms, then your authorization to access the Services and these Terms automatically terminate. In addition, Ropes may, at its sole discretion, terminate these Terms or your account on the Services, or suspend or terminate your access to the Services, at any time for any reason or no reason, with or without notice, and without any

liability to you arising from such termination.

- 10.3 **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Services; (b) you will no longer be authorized to access your account or the Services; and (c) Sections 3.3 (*Feedback*), 4 (*Ownership; Proprietary Rights*), 10.3 (*Effect of Termination*), 11 (*Indemnity*), 12 (*Disclaimers; No Warranties by Ropes*), 13 (*Limitation of Liability*), 14 (*Dispute Resolution and Arbitration*), and 15 (*Miscellaneous*) will survive. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Services using a different name, email address or other forms of account verification.
- 10.4 **Modification of the Services.** Ropes reserves the right to modify or discontinue all or any portion of the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, without notice to you. Ropes will have no liability for any change to the Services, including any paid-for functionalities of the Services, or any suspension or termination of your access to or use of the Services. You should retain copies of any User Content you Post to the Services so that you have permanent copies in the event the Services are modified in such a way that you lose access to User Content you Posted to the Services.
11. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Services, and you will defend and indemnify Ropes, its affiliates, and their respective shareholders, directors, managers, members, officers, employees, consultants, agents, licensors, and suppliers (together, the “**Ropes Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Services; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.
12. **Disclaimers; No Warranties by Ropes**
- 12.1 THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. ROPES DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. ROPES DOES NOT WARRANT THAT THE SERVICES OR ANY PORTION OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND ROPES DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
- 12.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR ROPES ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE

SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE ROPES ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICES AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

- 12.3 THE ROPES PLATFORM MAY INCORPORATE THIRD-PARTY CONTENT, CODE LIBRARIES, FRAMEWORKS, OR TECHNICAL RESOURCES. ROPES MAKES NO WARRANTIES REGARDING THE ACCURACY, CURRENCY, OR APPROPRIATENESS OF SUCH THIRD-PARTY CONTENT AND IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR ISSUES ARISING FROM THE USE OF THIRD-PARTY MATERIALS IN ASSESSMENTS.
- 12.4 YOU ACKNOWLEDGE THAT THE SERVICES USE AUTOMATED ALGORITHMIC DECISION-MAKING PROCESSES THAT MAY NOT ACCOUNT FOR ALL RELEVANT FACTORS IN EVALUATING TECHNICAL SKILLS. ROPES DOES NOT GUARANTEE THAT ANY ALGORITHMS ARE FREE FROM BIAS, ERROR, OR LIMITATIONS THAT COULD AFFECT ASSESSMENT FAIRNESS OR ACCURACY.
- 12.5 WHILE ROPES IMPLEMENTS SECURITY MEASURES, WE CANNOT GUARANTEE THE ABSOLUTE SECURITY OR CONFIDENTIALITY OF YOUR TECHNICAL SUBMISSIONS DURING THE AI PROCESSING AND EVALUATION PROCESS.
- 12.6 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 12 (*DISCLAIMERS; NO WARRANTIES BY ROPES*) APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Ropes does not disclaim any warranty or other right that Ropes is prohibited from disclaiming under applicable law.

13. Limitation of Liability

- 13.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE ROPES ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY ROPES ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- 13.2 EXCEPT AS PROVIDED IN SECTIONS 14.5 (*COMMENCING ARBITRATION*) AND 14.7 (*ARBITRATION RELIEF*) AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE ROPES ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TO ROPES FOR ACCESS TO AND USE OF THE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (b) US\$100.
- 13.3 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS

BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 13 (*LIMITATION OF LIABILITY*) WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Dispute Resolution and Arbitration

- 14.1 Generally. Except as described in Section 14.2 (*Exceptions*) and 14.3 (*Opt-Out*), you and Ropes agree that every dispute arising in connection with these Terms, the Services, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ROPES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- 14.2 Exceptions. Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 14.3 Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 14 (*Dispute Resolution and Arbitration*) within 30 days after the date that you agree to these Terms by sending a letter to Ropes AI Inc., Attention: Legal Department – Arbitration Opt-Out, 27 East 28th Street, New York, NY 10016 that specifies: your full legal name, the email address associated with your account on the Services, and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once Ropes receives your Opt-Out Notice, this Section 14 (*Dispute Resolution and Arbitration*) will be void and any action arising out of these Terms will be resolved as set forth in Section 15.2 (*Governing Law*). The remaining provisions of these Terms will not be affected by your Opt-Out Notice.
- 14.4 Arbitrator. This arbitration agreement, and any arbitration between us, is subject to the Federal Arbitration Act and will be administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (collectively, "**AAA Rules**") as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Ropes.
- 14.5 Commencing Arbitration. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). Ropes's address for Notice is: Ropes AI Inc, 27 East 28th Street, New York, NY 10016. The Notice of Arbitration must: (a) identify the name or account number of the

party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Ropes may commence an arbitration proceeding. The payment of all fees will be governed by the AAA Rules.

- 14.6 Arbitration Proceedings. Any arbitration hearing will take place in the county and state of your residence unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence/. During the arbitration, the amount of any settlement offer made by you or Ropes must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- 14.7 Arbitration Relief. Except as provided in Section 14.8 (*No Class Actions*), the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Ropes before an arbitrator was selected, Ropes will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000. The arbitrator’s award shall be final and binding on all parties. Judgment on the award may be entered in any court having jurisdiction.
- 14.8 No Class Actions. YOU AND ROPES 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.
- 14.9 Modifications to this Arbitration Provision. If Ropes makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Ropes’s address for Notice of Arbitration, in which case your account with Ropes will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- 14.10 Enforceability. If Section 14.8 (*No Class Actions*) or the entirety of this Section 14 (*Dispute Resolution and Arbitration*) is found to be unenforceable, or if Ropes receives an Opt-Out Notice from you, then the entirety of this Section 14 (*Dispute Resolution and Arbitration*) will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 15.2 (*Governing Law*) will govern any action arising out of or related to these Terms.

15. **Miscellaneous**

- 15.1 General Terms. These Terms, including the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Ropes regarding your use of the Services. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your User Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require

performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- 15.2 Governing Law. These Terms are governed by the laws of the State of New York without regard to conflict of law principles. You and Ropes submit to the personal and exclusive jurisdiction of the state courts and federal courts located within New York, NY for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Services from our offices in NY, and we make no representation that Materials included in the Services are appropriate or available for use in other locations.
- 15.3 Privacy Policy. Please read the Ropes Privacy Policy ropes.ai/privacy (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Ropes Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 15.4 Additional Terms. Your use of the Services are subject to all additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 15.5 Consent to Electronic Communications. By using the Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 15.6 Contact Information. The Services are offered by Ropes AI Inc., located at 27 East 28th Street, New York, NY 10016. You may contact us by sending correspondence to that address or by emailing us at support@ropes.ai.
- 15.7 Notice to California Residents. If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.
- 15.8 No Support. We are under no obligation to provide support for the Services. In instances where we may offer support, the support will be subject to published policies.
- 15.9 International Use. The Services are intended for visitors located within the United States. We make no representation that the Services are appropriate or available for use outside of the United States. Access to the Services from countries or territories or by individuals where such access is illegal is prohibited.