



LEGAL NOTICE

Terms & Conditions

Terms of use governing the Assivo website, communications with Assivo, and preliminary discussions before any written agreement.

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Article I. Definitions and Interpretation

Section 1.01 Definitions

In these Terms, the following terms have the meanings given below. Terms defined elsewhere in these Terms have the meanings given there.

- (a) "**Assivo**" means Assivo, Inc., an Illinois corporation, and, where the context permits, each other member of the Assivo Group.
- (b) "**Assivo Group**" means Assivo, Inc. together with its present and future parents, subsidiaries, affiliates, branches, and delivery entities in any jurisdiction, and their respective successors and assigns; and "**Assivo**" includes each member of the Assivo Group where the context permits.
- (c) "**Assivo Parties**" means the Assivo Group and its and their respective officers, directors, employees, contractors, subcontractors, delivery partners, agents, advisers, and counsel.
- (d) "**Agreement**" means a written agreement for services signed by an authorized officer of Assivo, including any master services agreement, statement of work, order form, or business associate agreement.
- (e) "**Content**" means all text, graphics, photographs, video, audio, data, software, page layouts, trademarks, and other material made available on or through the Website.
- (f) "**Materials**" means proposals, presentations, pricing, case studies, and other documents or information Assivo provides to a prospective client before an Agreement is signed.
- (g) "**Person**" means any individual, corporation, partnership, limited liability company, trust, governmental body, or other entity.
- (h) "**Submission**" means any information, request, comment, idea, or material that you provide to Assivo through the Website, by email, or otherwise, other than under an Agreement.
- (i) "**Terms**" means these Terms and Conditions, as revised from time to time.
- (j) "**User**" or "**you**" means any Person that accesses or uses the Website, communicates with Assivo, or receives Materials, and any organization on whose behalf that Person acts.
- (k) "**Website**" means assivo.com and any subdomain, page, form, or portal operated by or for Assivo, and any Content on them.

Section 1.02 Interpretation

- (a) Headings are for convenience and do not affect interpretation.
- (b) "Including" means "including without limitation."
- (c) The singular includes the plural and vice versa.
- (d) References to a law include that law as amended, replaced, or re-enacted.
- (e) No rule of construction applies against Assivo as the drafting party.
- (f) These Terms are written in English. Any translation is for convenience only, and the English version governs.

Article II. Scope and Acceptance

Section 2.01 What These Terms Govern

These Terms govern (a) access to and use of the Website; (b) communications with Assivo that are not made under an Agreement; and (c) the provision and use of Materials before an Agreement is signed.

Section 2.02 What These Terms Do Not Govern

Services are provided only under an Agreement. Nothing in these Terms, on the Website, or in any Materials or communication obliges Assivo to provide any service, and no Agreement is formed by conduct, by course of dealing, by acceptance of a proposal, or by any statement other than a signed Agreement. Where an Agreement exists, it governs the matters it covers, and these Terms govern only the Website and matters the Agreement does not address.

Section 2.03 Acceptance

These Terms are available from every page of the Website. By accessing or using the Website, submitting any form, communicating with Assivo, or requesting or receiving Materials, you accept these Terms and acknowledge that you had the opportunity to review them. If you act for an organization, you represent that you have authority to bind it, and "you" includes that organization. If you do not accept these Terms, you must not use the Website or receive Materials.

Section 2.04 Eligibility

The Website is intended for business users who are at least 18 years old. Assivo does not knowingly permit use by minors.

Section 2.05 Changes

Assivo may revise these Terms at any time by posting a revised version on the Website with a new effective date. Revisions take effect on posting. Your use of the Website after posting is acceptance of the revised Terms. Assivo has no obligation to give individual notice of revisions. The version of these Terms published at the address shown on the cover of this document is the authoritative version, and any copy that differs from it is superseded.

Article III. Use of the Website

Section 3.01 License

Subject to these Terms, Assivo grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access the Website and view Content for the purpose of learning about Assivo and contacting it. No other right is granted, by implication or otherwise.

Section 3.02 Restrictions

You must not, and must not permit any Person to:

- (a) use the Website in violation of any law, regulation, or third-party right;
- (b) access, probe, or test any system, account, network, or data without authorization, or circumvent any access control or security measure;
- (c) interfere with the operation, integrity, or availability of the Website, or introduce any malicious code;
- (d) access the Website by automated means, including bots, crawlers, scrapers, or data-mining tools, or use Content to train, fine-tune, or evaluate any machine-learning model;
- (e) copy, reproduce, republish, frame, mirror, distribute, sell, or create derivative works from Content, other than viewing it in a browser for personal reference;
- (f) remove or obscure any copyright, trademark, or proprietary notice;
- (g) use the Assivo name, marks, photographs, personnel names, or Content to suggest an affiliation, endorsement, or authorization that does not exist, or in connection with any impersonation of Assivo or its personnel;
- (h) submit anything false, misleading, defamatory, infringing, obscene, or unlawful; or
- (i) use the Website to send unsolicited commercial communications or to harvest contact information.

Section 3.03 Suspension

Assivo may restrict, suspend, or terminate your access to the Website at any time, for any reason or no reason, without notice or liability.

Section 3.04 Accounts and Portals

Where Assivo provides credentials for a portal or restricted area, the credentials are confidential, may not be shared, and may be revoked at any time. You are responsible for all activity under credentials issued to you.

Article IV. Intellectual Property

Section 4.01 Ownership

The Website and all Content are owned by Assivo or its licensors and are protected by copyright, trademark, and other laws. All rights not expressly granted are reserved.

Section 4.02 Trademarks

ASSIVO® is a registered trademark of Assivo, Inc. The Assivo logo and the tagline YOUR QUIET ADVANTAGE™ are trademarks of Assivo, Inc. Assivo's marks, and the terms on which they may be referred to, are described in its Trademark & Intellectual Property Notice at assivo.com/legal/trademarks. Other names and marks are the property of their owners. No license to use any mark is granted.

Section 4.03 Photographs and Personnel

Photographs, biographies, and names of Assivo personnel on the Website are provided for identification only and may not be reproduced or used for any purpose without Assivo's written consent.

Section 4.04 Copyright Complaints

If you believe Content infringes a copyright you own, send a notice complying with 17 U.S.C. § 512(c)(3) to the address in Article XI, Attention: Copyright Agent. Assivo may remove material and may terminate the access of repeat infringers.

Article V. Submissions and Materials

Section 5.01 Submissions

Submissions are not confidential unless an Agreement or a signed non-disclosure agreement says otherwise. By making a Submission, you grant Assivo a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, and act on it for any purpose, and you waive any claim to compensation, attribution, or moral rights in it. Assivo has no obligation to review, respond to, or return any Submission. Personal information in a Submission is handled under the Privacy Policy at assivo.com/legal/privacy-policy.

Section 5.02 Unsolicited Ideas

Assivo does not accept unsolicited ideas, proposals, or suggestions from outside its Agreements, and any received are treated as Submissions under Section 5.01. Assivo may already be developing, or may later develop, similar ideas independently.

Section 5.03 Materials

Materials are provided for the recipient's internal evaluation only, are Assivo's confidential and proprietary information, and may not be disclosed to any third party or used for any other purpose. Materials are not offers. Pricing in Materials is indicative, is valid only for the period stated in the Materials or, if none is stated, thirty (30) days, and may be withdrawn or changed at any time before an Agreement is signed. Any description of team, timing, capacity, or approach in Materials is a statement of current intent and is superseded entirely by the Agreement.

Section 5.04 No Reliance

You acknowledge that in deciding whether to enter into an Agreement you will rely solely on the express terms of that Agreement and on your own diligence, and not on the Website, the Materials, or any statement by Assivo personnel.

Article VI. Disclaimers

Section 6.01 Informational Content

The Website and Materials are general information about Assivo. They are not legal, financial, tax, accounting, security, regulatory, medical, or other professional advice, and they are not a description of the services Assivo will provide to any client. Statements about Assivo's practices, controls, certifications, personnel, locations, clients, or results describe Assivo generally and at a point in time, are subject to change without notice, and are not representations about any engagement. Assivo determines in its sole discretion where, by whom, and through which members of the Assivo Group or which subcontractors its services are delivered, including through remote and international delivery, in order to optimize delivery, cost efficiency, and operational excellence, subject only to the express terms of the applicable written agreement. Any reference in this document to a location, facility, entity, or personnel is descriptive and is not a commitment as to where or by whom any service will be performed.

Section 6.02 Third-Party Content and Links

The Website may contain links to, or content from, third parties. Assivo does not control, endorse, or assume responsibility for third-party sites, content, products, or services, and your dealings with third parties are solely between you and them.

Section 6.03 Client Names and Testimonials

Client names, logos, and testimonials on the Website reflect the experience of the client named at the time given and are not a guarantee of any result for any other client.

Section 6.04 Forward-Looking Statements

The Website may contain statements about Assivo's plans, expectations, or intentions. These are not promises and may not occur.

Section 6.05 Availability

Assivo does not guarantee that the Website will be available, secure, accurate, complete, or free from errors, viruses, or interruption, and may change, suspend, or discontinue any part of it at any time without notice.

Section 6.06 Warranty Disclaimer

THE WEBSITE, THE CONTENT, AND THE MATERIALS ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIVO DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASSIVO OR ITS PERSONNEL CREATES A WARRANTY.

Article VII. Limitation of Liability

Section 7.01 Exclusion of Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY OF THE ASSIVO PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA, OR USE, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE, THE CONTENT, THE MATERIALS, OR ANY COMMUNICATION WITH ASSIVO, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 7.02 Cap

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE ASSIVO PARTIES ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE, THE CONTENT, THE MATERIALS, OR ANY COMMUNICATION WITH ASSIVO WILL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100).

Section 7.03 Basis of the Bargain

The disclaimers and limitations in Articles VI and VII are fundamental elements of the basis of the bargain between you and Assivo, and Assivo would not make the Website or Materials available without them. They apply even if a remedy fails of its essential purpose. Where a jurisdiction does not allow a particular exclusion, the exclusion applies to the fullest extent permitted.

Article VIII. Indemnification

You will defend, indemnify, and hold harmless the Assivo Parties from and against all claims, demands, suits, proceedings, losses, liabilities, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) your use of the Website or Materials; (b) any Submission; (c) your breach of these Terms; (d) your violation of any law or third-party right; or (e) any impersonation of Assivo or misuse of the Assivo name or marks by you or any Person acting with you. Assivo may, at its election, control the defense of any matter for which you owe indemnity, at your expense, and you will not settle any such matter without Assivo's prior written consent.

Article IX. Governing Law and Disputes

Section 9.01 Governing Law

These Terms and any dispute arising out of or relating to them, the Website, the Content, the Materials, or any communication with Assivo are governed by the laws of the State of Illinois, without regard to its conflict-of-laws rules, and, where applicable, the federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Section 9.02 Informal Resolution

Before commencing any proceeding, you must give Assivo written notice describing the dispute and allow thirty (30) days for good-faith discussion.

Section 9.03 Venue

Any proceeding will be brought exclusively in the state or federal courts sitting in Cook County, Illinois. You irrevocably consent to the personal jurisdiction of those courts and waive any objection to venue or forum. Assivo may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

Section 9.04 Jury Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE.

Section 9.05 No Class Actions

Any proceeding will be conducted on an individual basis only. You waive any right to participate in a class, collective, or representative action against any Assivo Party.

Section 9.06 Limitation Period

Any claim arising out of or relating to these Terms or the Website must be brought within one (1) year after the cause of action accrues, or it is permanently barred.

Article X. General Provisions

Section 10.01 Entire Agreement

These Terms, together with the Privacy Policy and any notice posted on the Website and expressly incorporated, are the entire agreement between you and Assivo regarding their subject matter and supersede all prior understandings on that subject matter. In the event of conflict between these Terms and an Agreement, the Agreement governs the matters it covers.

Section 10.02 Amendment and Waiver

These Terms may be amended only as provided in Section 2.05 or in a writing signed by an authorized officer of Assivo. No waiver is effective unless in writing, and no failure or delay in exercising any right is a waiver of it.

Section 10.03 Assignment

You may not assign or transfer these Terms or any rights under them. Assivo may assign these Terms without restriction, including to any member of the Assivo Group or a successor.

Section 10.04 Severability

If any provision of these Terms is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain in full force.

Section 10.05 No Agency

Nothing in these Terms creates any agency, partnership, joint venture, fiduciary, or employment relationship between you and Assivo.

Section 10.06 No Third-Party Beneficiaries

Except that the Assivo Parties may enforce Articles VII and VIII, these Terms confer no rights on any Person other than you and Assivo.

Section 10.07 Export and Sanctions

You represent that you are not located in, organized under the laws of, or ordinarily resident in a country or territory subject to comprehensive United States sanctions, and are not a Person on any United States government restricted-party list, and you will not use the Website or Materials in violation of United States export control or sanctions laws.

Section 10.08 Electronic Communications

You consent to receive communications from Assivo electronically, and agree that electronic communications satisfy any legal requirement that a communication be in writing.

Section 10.09 United States Operation

The Website is operated from the United States. Assivo makes no representation that the Website or Content is appropriate or available outside the United States, and Persons who access it from elsewhere do so on their own initiative and are responsible for local law.

Section 10.10 Force Majeure

Assivo is not liable for any failure or delay caused by events beyond its reasonable control.

Section 10.11 Reservation of Rights

All rights not expressly granted in these Terms are reserved. Nothing in these Terms limits any right or remedy Assivo has at law or in equity, including in respect of impersonation, infringement, or misuse of its name or marks.

Section 10.12 Survival

Articles I, IV, V, VI, VII, VIII, IX, X, and XI survive any termination of your access to the Website.

Article XI. Notices

Section 11.01 Notices to Assivo

Legal notices to Assivo must be in writing and delivered by hand, by nationally recognized courier, or by certified mail to the address below, with a copy by email. Notice is effective on receipt.

Assivo, Inc.

Attention: Legal

444 West Lake Street, Suite 1700, Chicago, Illinois 60606

legal@assivo.com

Section 11.02 Notices to You

Assivo may give you notice by posting on the Website or by email to any address you have provided.

Section 11.03 Impersonation

Assivo's official channels for verification are described in its Notice Regarding Fraudulent Impersonation at assivo.com/fraud-alert. Assivo is not responsible for communications that do not originate from those channels.

Outside Counsel

Legal inquiries concerning this Terms & Conditions may be directed to Assivo's outside counsel. This does not replace any notice address specified in this document.

Ian J. Block

Partner, Intellectual Property

Neal, Gerber & Eisenberg LLP

225 W. Randolph Street, Suite 2800, Chicago, Illinois 60606-1976

Direct: (312) 269-2960 | iblock@nge.com

Contacting counsel through this document does not create an attorney-client relationship between Neal, Gerber & Eisenberg LLP and the person making contact. Counsel represents Assivo, Inc. only. Routine inquiries may also be sent to hello@assivo.com.

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