

Jayaram.xyz Terms of Service

Effective January 21, 2025

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE OR ANY OF OUR APPLICATIONS OR REQUESTING OR RECEIVING SERVICES (EACH AS DEFINED BELOW). THESE TERMS OF SERVICE CONTAIN A BINDING ARBITRATION AGREEMENT, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER THAT REQUIRE YOU TO ARBITRATE ALL DISPUTES YOU HAVE WITH ACCELERATOR ON AN INDIVIDUAL BASIS. PLEASE SEE BELOW FOR MORE INFORMATION ABOUT THE ARBITRATION AGREEMENT AND CLASS ACTION AND JURY TRIAL WAIVER. YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND ACCELERATOR WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION.

ACCEPTANCE. We are Creative Accelerator LLC, a limited liability company organized and existing under the laws of New York, doing business as Jayaram.xyz, (“Accelerator”). By accessing or using the Accelerator website, www.jayaram.xyz (the “Site”) or any Accelerator applications or application plug-ins (each an “App”) or requesting or receiving Services, you acknowledge that you are bound by these terms of service (together with all addendums, exhibits, attachments, supplements and other terms and policies incorporated herein by reference, “Terms of Service”) and agree to comply with the terms hereof and all applicable laws and regulations. You understand that these Terms of Service affect your legal rights and obligations regarding the Site, Apps and Services.

In these Terms of Service, the words “you” and “your” refer to each customer, Site visitor, App user, or Service recipient (which customer, visitor, user or recipient may be an individual, organization or company); “we”, “us” and “our” refer to Accelerator; “Services” refers to all services provided by us in these Terms of Service, we may use the terms visitor, customer and user interchangeably.

To be clear, these Terms of Service are an agreement between us and you. It is your responsibility to review these Terms of Service periodically. If at any time you find these Terms of Service unacceptable or *if you do not agree to these Terms of Service, please do not use this Site, any Apps or the Services*. We may revise these Terms of Service at any time in our sole discretion and without notice to you. If you have any questions about these Terms of Service, please contact contact@jayaram.xyz.

BY USING THE SITE, ANY APP, OR ANY OF THE SERVICES, YOU AGREE AND ARE CERTIFYING THAT YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT AND, TO THE EXTENT APPLICABLE, AN AUTHORIZED REPRESENTATIVE OF THE ORGANIZATION OR COMPANY USING THE SITE, APP OR SERVICES FOR PURPOSES OF ENTERING INTO A CONTRACT WITH US.

CHANGES TO TERMS OF SERVICE. Without limiting any of the foregoing, we reserve the right at all times to discontinue or modify any of these terms and/or our Privacy Policy (as defined below) in our sole discretion without notice to you. Such changes may include, for example, the adding of certain fees or charges. If we determine to notify you of a change to these Terms of Service, we will do so via the email address that is registered with your account and/or by posting notice of the change on the Site or App. Any changes to the Terms of Service will be effective upon the date of change noted therein or as we otherwise inform you of in an email notice to you or our posting of notice of the changes on our Site or App. Use of the Site, Apps or Services by you after such notice is deemed to constitute acceptance by you of such modifications.

WHAT ARE OUR SERVICES. We deliver Services by way of the Site and Apps. With each Service, unless explicitly stated herein or otherwise on the Site or an App, a lawyer uses our tools to deliver a legal service to an end user. Services that do not involve a lawyer using our tools to deliver a legal service to an end user include the provision of continuing legal education, legal entertainment, and other content on the Site and Apps. Our Services solely are technology or content services. A lawyer (or lawyers in a law firm, organization or company) using our tools to provide an end user a deliverable solely is providing legal services to the end user. We call these lawyers each a “Lawyer in the Middle”. Services may be direct to an end user, in which case the Lawyer in the Middle is Jayaram PLLC, a law firm organized in the State of New York (“Direct to Consumer”). Services may be direct to a lawyer, meaning that Services are delivered to a Lawyer in the Middle and that Lawyer in the Middle delivers legal services to such lawyer’s clients directly (“Direct to Lawyer”). Or Services may be enterprise level, meaning that we deliver Services to an organization or company that may select its Lawyer in the Middle, which Lawyer in the Middle may be any of Jayaram PLLC, in-house legal professionals or third party lawyers and law firms (“Enterprise”). Our Services also rely on data that we collect from third-party sources, like a government agency’s database or the world wide web. This is more fully described in these Terms of Service.

If you are a Lawyer in the Middle purchasing Direct to Lawyer Services, you hereby certify that you are a lawyer in good standing, certified to practice law in your chosen field and jurisdiction. Good standing requires that you as a lawyer (a) maintain errors and

omissions insurance policies consistent with industry standards, (b) are in good standing with the state bar in each jurisdiction in which you are licensed to practice, (c) have no pending malpractice lawsuit, as of the date of purchasing and using the Site, an App or the Services, and (d) have no public record of discipline by a state bar within the last five years.

If you are a Lawyer in the Middle purchasing Direct to Lawyer Services, you hereby certify that you (a) understand the professional rules of conduct and ethics applicable to your practice of law; (b) acknowledge and agree that you are fully and solely responsible for performing conflicts review prior to accepting legal work for any client; and (c) will so perform conflicts review and not perform any legal service for a client hereunder if a conflict exists with respect to such legal service. If you are not a Lawyer in the Middle, you acknowledge and agree that we are not responsible for and hereby disclaim any conflict that may exist between you and a Lawyer in the Middle.

We provide certain products and Services intended to entertain and educate, which may be under the brand Creative Legal Education or another brand. These services may take the form of video, audio or text files. These services do not include a Lawyer in the Middle and solely are for informational purposes. We do not represent, warrant or guarantee that the content provided in connection with such Services will qualify for continuing legal education credit for attorneys, unless we expressly make such representation or warranty in writing in connection with the distribution of specific content on a case-by-case basis.

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Accelerator strives to keep its information accurate, current and up-to-date. However, because the law and data collected from third parties changes rapidly, Accelerator cannot guarantee that all of the information on the Site or Apps or in Services is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. Legal analysis is highly fact-specific, and no general information or legal tool like the kind Accelerator provides can fit every circumstance. Furthermore and again, the legal information contained on the Site and Apps and in Services is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area. This may include a licensed attorney using our tools to provide you advice and services.

At no time does Accelerator review your answers for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation. Any legal review is performed solely by an attorney using our tool, with whom you will separately contract. You will read the final information, including document(s) as the case may be, before using, including signing, the information where applicable, and agree to be solely responsible for the final information as between Accelerator and you.

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NOTE ABOUT SALES AFFILIATES. Because our Site, Apps and Services support the delivery of legal services, we want to address fees to sales affiliates with you considering legal practice rules in the United States. You acknowledge and agree that, from time to time, a party may receive a fee from us, without affecting your price, for referring a customer to us and that the work performed in doing so is non-legal in nature. We call these parties "sales affiliates". You acknowledge and agree that the sales affiliate will not participate in the delivery of legal services to you in exchange for any such fee, that such fee is fair and reasonable and derived from transactions for technology, and that this is not a conflict in any way.

PRIVACY POLICY. Accelerator respects your privacy and is mindful of potential concerns about how we collect, use and process your personal information. A complete statement of Accelerator's current Privacy Policy can be found at web.jayaram.xyz/privacy-policy ("Privacy Policy"). Accelerator's Privacy Policy is hereby expressly incorporated into these Terms of Service by reference.

USER NAME AND PASSWORD. When you open an account to use or access certain portions of the Site, Apps, or Services, you must provide complete and accurate information as thereby requested. You agree that, to the best of your knowledge, you have and will provide complete and accurate information to Accelerator and have obtained all third-party consents required for your purchase.

You will also be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, user name or password at any time. You agree to notify Accelerator immediately of any unauthorized use of your account, user name or password. Accelerator shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by Accelerator, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.

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PROHIBITED CONDUCT. Accelerator reserves the right to take action, without notice, if we believe you have violated these Terms of Service, including without limitation, the right to refuse service, terminate accounts, remove or edit content, or cancel purchases in our sole discretion. Without limiting the prohibitions and restrictions found elsewhere throughout the Terms of Service, you agree not to:

- (i) use the Site, Apps, or Services in connection with or for any illegal purpose or as prohibited by these Terms of Service or otherwise violate any law or regulation;

- (ii) infringe, misappropriate, or otherwise violate Accelerator's rights or the rights of any third parties, including intellectual property rights or rights of publicity or privacy;

- (iii) act in a deceptive or fraudulent manner by, among other things, impersonating another person or access another user's account or signing up for more than one account;

- (iv) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit any portion of the Site, Apps or Services;

- (v) misrepresent the source, identity, or content of information transmitted via the Site, Apps or Services, including deleting the copyright or other proprietary rights or notices from any portion of thereof;

- (vi) upload material or code (e.g. virus) that is damaging to computer systems or data of Accelerator or users of the Site, Apps or Services or otherwise use the Site, Apps or Services in any manner that could damage, disable, overburden, or impair them or interfere with any other party's use and enjoyment thereof;

- (vii) decompile, reverse engineer or disassemble the Site, Apps or Services, in whole or in part;

- (viii) link to, mirror or frame any portion of the Site, Apps or Services;

- (ix) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Site, Apps or Services or unduly burdening or hindering the operation and/or functionality of any aspect thereof;

- (x) attempt to gain unauthorized access to or impair any aspect of the Site, Apps or Services or their related systems or networks or interfere or attempt to interfere with the proper working of the Site, Apps or Services or any activities conducted on the Site, Apps or Services;

- (xi) make unsolicited offers, advertisements, proposals, or send junk mail or "spam" to users;

- (xii) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, Apps or Services, any features that prevent or restrict use or copying of any content accessible through the Site, Apps or Services, or any features that enforce limitations on the use of the Site, Apps or Services or the content therein;

- (xiii) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site, Apps or Services;

(xiv) modify the Site, Apps or Services in any manner or form, or use modified versions of the Site, Apps or Services, including (without limitation) for the purpose of obtaining unauthorized access to the Site, Apps or Services;

(xv) use any robot, spider, scraper, or other automated means to access the Site, Apps or Services for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site, Apps or Services;

(xvi) conduct any other activity that Accelerator considers to be malicious or detrimental activity; or

(xii) encourage or enable any other individual to do any of the foregoing.

USER CONTENT. At various locations on or by way of the Site, an App or the Services, Accelerator may permit visitors to post or otherwise submit ratings, reviews, comments, questions, answers, and other content, other than in the specific delivery of a Service that you have purchased and which may take any form, e.g., writings, files, pictures or any other work (the "User Content"). Accelerator does not want you to, and you agree not to, submit User Content that is confidential or proprietary information. All User Content shall be considered non-confidential. By providing User Content, you hereby grant and assign to Accelerator a perpetual, irrevocable, royalty-free, transferable right and license to use and disseminate User Content on an unrestricted basis for any purpose, including to use, reproduce, display, perform, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from, sell, distribute, and/or incorporate such content into any form, medium, or technology, throughout the world without compensation to you. Such use may be accompanied by limited identifying information, such as your first name and last initial, the product you purchased, your gender, city and/or state, and age range. By submitting your email address in connection with User Content, you agree that Accelerator may use your email address to contact you about the status of your User Content, in its sole discretion, and for other administrative purposes.

If you provide Accelerator with any comments, bug reports, feedback, suggestions, or proposed modifications with respect to the Site, an App or the Services ("**Feedback**"), Accelerator shall own and have the right to use such Feedback at its discretion without compensation, permission or notification to you, including to incorporate such suggested changes into the Site, App or Services. You hereby assign to Accelerator all right, title and interest in and to such Feedback.

You acknowledge that you are responsible for the User Content that you provide, including its legality, reliability, appropriateness, originality and substance. You acknowledge and hereby certify that you will not submit User Content that is known by you to (i) be false, inaccurate or misleading, (ii) infringe anyone's copyright, patent,

trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy, (iii) violate any law, statute, ordinance, or regulation (including those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (iv) be content that is or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing, or advocates or encourages illegal conduct harmful to any individual, partnership or corporation; (v) include advertisements, spam, or content for which you were compensated or granted any consideration by any third party; (vi) include information that references other websites or applications, addresses, email addresses, phone numbers, or other contact information; (vii) contain any computer virus, worms, or other potentially damaging computer programs or files; or (viii) otherwise violates these Terms of Service.

INAPPROPRIATE CONTENT. Without limiting the above, when accessing the Site, any Apps, or using Accelerator's Services, you agree not to upload, download, display, perform, transmit or otherwise distribute any content that: (i) is libelous, defamatory, obscene, pornographic, abusive or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Accelerator reserves the right to terminate or delete such material from its servers. Accelerator will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Service or any applicable laws.

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LIMITATION OF LIABILITY. EXCEPT AS PROHIBITED BY LAW, YOU HEREBY AGREE THAT UNDER NO CIRCUMSTANCES WILL ACCELERATOR, ITS AFFILIATES OR EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF SUCH PARTIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW AND WITHOUT LIMITING THE FOREGOING, IF THERE IS LIABILITY FOUND ON THE PART OF SUCH PARTIES, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO ME.

INDEMNITY. You agree that you will be personally responsible for your use of our Site, Apps and Services and you agree to indemnify, hold harmless, and, upon our request, defend, us, our affiliates, and each of our officers, directors, employees, consultants, and agents, from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way

connected with (i) your access to, use of, or alleged use of our Site, Apps or Services; (ii) your violation of the Terms of Service or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues 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, and in such case, you agree to cooperate with our defense of such claim.

ADDITIONAL ACCELERATOR TERMS. You understand that your purchase may be subject to additional terms and conditions. If applicable, you acknowledge that you have read and agree to such additional terms, which are incorporated herein by reference. These additional terms may include for Services whereby such terms are expressed as posted guidelines, rules or terms of service and your use of such Services will be conditioned on your agreement to the additional terms. If there is any conflict between these Terms of Service and the additional terms, the additional terms will control for that Service, unless the additional terms expressly state that these Terms of Service will control.

THIRD PARTY DATA AND SERVICES. The Site, Apps and Services may contain links to websites, or other connections for transfer of data, controlled by parties other than Accelerator (each a "Third Party Site"). Accelerator works with a number of partners, vendors, affiliates and non-affiliates whose sites are linked or otherwise connected with Accelerator. Accelerator is not responsible for and does not endorse or accept any responsibility for the availability, security, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. Accelerator makes no guarantees about the content or quality of the products or services provided by such sites. Accelerator is not responsible for webcasting or any other form of transmission received from any Third Party Site. Accelerator does not endorse or sponsor any Third Party Site and a link or other connection to a Third Party Site does not imply that Accelerator is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in a link or Third Party Site. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that Accelerator is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site. You further hereby agree that if you purchased a product that involves third party services, you understand that you may be required to accept additional terms located on the third party's site. The third party may contact you by email and/or phone with instructions on how to access your benefits. We

encourage you to read all terms and services (including privacy policies) of any third-party service providers.

ACCELERATOR HEREBY DISCLAIMS LIABILITY FOR ANY INFORMATION, MATERIALS, CONTENT, PRODUCTS OR SERVICES POSTED OR OFFERED AS PART OF ANY THIRD PARTY SERVICES AND MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE FOREGOING. ACCELERATOR IS NOT LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. A THIRD PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF ACCELERATOR AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE ACCELERATOR SITE.

LIMITED PERMISSION TO DOWNLOAD. To the extent that the Site, an App or the Services permit you to download information from the Site, App, or Services, Accelerator hereby grants you permission to so download, view, copy and print the information from the Site, Apps or Services on any single, stand-alone computer solely for your personal, informational, non-commercial use, except as otherwise stated as part of the Service to which the information pertains, provided, in any case, that (i) where provided, the copyright and trademark notices appearing on any information not be altered or removed, (ii) the information is not used on any other website or in a networked computer environment and (iii) the information is not modified in any way, except for authorized editing of the information as provided for in our tools. This permission terminates automatically without notice if you breach any of the terms or conditions of these Terms of Service. On any such termination, you agree to immediately destroy any downloaded, copied or printed information. Any unauthorized use of any information contained on this Site, Apps or Services may violate copyright laws, trademark laws, or other intellectual property laws or laws of privacy and publicity and communications regulations and statutes.

FUTURE PRODUCTS AND SERVICES. If you choose to add a product or service to your order subsequent to an initial purchase, these Terms of Service will apply to that additional product or service purchase as well.

ABANDONED ORDERS AND REFUNDS. To the extent that you are a lawyer using our Direct to Lawyer Services, you understand that, other than as required by applicable law, you shall have no right to cancel, request a cash refund or obtain store credit for any order once placed. To the extent that you are a customer using our Direct to Consumer Service, you understand that, other than as required by applicable law, you shall have no right to cancel, request a cash refund or obtain store credit for any order once placed, unless such order is not fulfilled because of the evidenced fault of Accelerator or a lawyer using

our tool to service your order. For certain purchases, you may receive a completed Service with minutes, hours or a few days. For other purchases, the Service delivery may be several months or ongoing. The amount of time to deliver a Service is entirely dependent on the nature of the Service that you purchased. Please also note, Accelerator does not control response times from third-party data sources, counter-parties and adverse parties in a legal matter, Lawyers in the Middle or other third parties. You acknowledge and agree that delay in delivery caused by third parties does not constitute such fault on the part of Accelerator. All itemization of fees are displayed for convenience only. Costs paid to government agencies on your behalf will not be refunded under any circumstance. Both parties acknowledge that Accelerator is out of pocket time and money for undertaking the work and both parties fully intend to complete the order. Abandoned orders will result in liquidated damages to Accelerator and the respective lawyer servicing your order equal to the amount paid to Accelerator for reimbursement of our commitment to service this order.

EXCHANGES. You may not exchange one product or service for a different product or service.

SUSPENDED ACCOUNTS. Without limiting any of the foregoing, if Accelerator encounters evidence of suspicious activity in connection with your account, you acknowledge that Accelerator, in its sole discretion, may opt to temporarily or permanently disable your account. Evidence of suspicious activity includes evidence that your account is being used by someone who is not authorized to do so, as also discussed above, or evidence that services are being manipulated in any way to generate information, documents or other outputs for individuals, organizations or businesses other than the parties to the purchase (which may be a transaction-based, subscription or other purchase type). In the event that Accelerator disables your account, you understand that, absent a subpoena or court order, no information about your account will be provided to anyone outside Accelerator by Accelerator, including you or any authorized contact. Additionally, you understand that Accelerator, in its sole discretion, may decide not to send any information, of whatever type, associated with your account to you or file any such information, in whatever form, with any government authority, while your account is disabled. You acknowledge that Accelerator will not be liable for any delays caused by these policies and procedures.

COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. When accessing and/or using the Site, Apps or Services, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use is at all times governed by and subject to laws regarding copyright, trademark and other intellectual property ownership. You agree not to upload, download, display, perform, transmit or otherwise distribute any information

or content in violation of any third party's copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your user account on the Site, Apps or in connection with the Services. For the avoidance of doubt, using a service on the Site, Apps or Services to determine the status of an intellectual property right or apply for an intellectual property right shall not constitute a violation of another party's intellectual property right, unless you attempt to apply for intellectual property protection for any Intellectual Property that these Terms of Service indicate are owned by Accelerator.

DISPUTE RESOLUTION; BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND ACCELERATOR TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER, UNLESS YOU OPT OUT OF ARBITRATION BY FOLLOWING THE INSTRUCTIONS SET FORTH IN THIS SECTION. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION PROVISION. IN ADDITION, ARBITRATION PRECLUDES YOU AND ACCELERATOR FROM SUING IN COURT OR HAVING A JURY TRIAL.

No Representative Actions. You and Accelerator agree that any dispute or claim between us, including those arising out of or related to these Terms of Service, the Site, Apps or our Services, is personal to you and Accelerator and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding. For the purposes of this "Arbitration Agreement", references to "Accelerator," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, employers, business partners, shareholders, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms of Service or any prior agreements between us. Beneficiaries include those named in an estate planning document.

Arbitration of Disputes. Most concerns can be resolved quickly and to the customer's satisfaction by contacting contact@jayaram.xyz. In the unlikely event that this contact is unable to resolve your complaint to your satisfaction (or if we have not been able to resolve a dispute with you after attempting to do so informally), this Section applies. Except for (i) individual actions in small claims court located in the county of your billing

address or (ii) actions in court seeking injunctive or other equitable relief for the alleged infringement or misappropriation of intellectual property, you and Accelerator agree to waive your rights to a jury trial and to have any dispute or claim arising out of or relating to any aspect of the relationship between us (collectively, “*Disputes*”) resolved in court. Disputes include (a) those arising out of or related to these Terms of Service, the Site, Apps or our Services, and (b) those related to advertising, privacy, data security, and the use of our tools. This Arbitration Agreement applies to all Disputes based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, Disputes arising before you accepted these or any prior terms, Disputes that are currently the subject of purported class action litigation in which you are not a member of a certified class, and Disputes asserted against Accelerator by those you list as authorized contacts on your order.

Arbitration Procedures. For any Dispute that you have against Accelerator, or that Accelerator has against you, you and Accelerator agree to attempt to resolve the Dispute informally via the following process. If you assert a claim against Accelerator, you will first contact Accelerator by sending a written notice of your Dispute (“*Claimant Notice*”) to Accelerator by U.S. certified mail addressed to Notice of Dispute, Creative Accelerator LLC, 54 West 21st Street, Suite 801, New York, NY, 10010 a courtesy copy of the Notice should also be sent by email to contact@jayaram.xyz. The Claimant Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the Dispute; and (c) set forth the specific relief sought. For any Dispute that Accelerator may have against you, we will provide you notice (“*Accelerator Notice*”) in similar form to that described above via the mailing address and email address associated with your account. The statute of limitations and any filing fee deadlines shall be tolled for thirty (30) days from the date that either you or Accelerator first send the applicable Notice so that the parties can engage in this informal dispute resolution process.

If you and Accelerator cannot reach an agreement to resolve the Dispute within thirty (30) days after notice is provided, then either party may submit the Dispute to binding confidential arbitration administered by the American Arbitration Association (“AAA”) or, under the limited circumstances set forth herein, in court. All Disputes submitted to AAA will be resolved through binding arbitration before one arbitrator. Unless the parties agree in writing to a different location, arbitration proceedings will be held in New York; if you are a consumer, however, you may elect to hold the arbitration in your county of residence. For purposes of this Section, a “consumer” means a person using our Direct to Consumer Services for personal purposes.

If you are a consumer, you and Accelerator agree to use the AAA Consumer Arbitration Rules. If you are not a consumer, meaning you are using our Direct to Lawyer or

Enterprise Services, you and Accelerator agree to use the AAA Commercial Arbitration Rules, including the Expedited Procedures for all Disputes with a value of \$75,000 or less. The most recent versions of the AAA Consumer and Commercial Arbitration Rules are available on the AAA's website at adr.org/Rules and such rules are hereby incorporated by reference into this Arbitration Agreement. You either acknowledge and agree that you have read and understand the applicable AAA Arbitration Rules or waive your opportunity to read the AAA Arbitration Rules and waive any claim that such rules are unfair or should not apply for any reason.

You and Accelerator acknowledge that the purpose of this Section is to streamline the dispute resolution process and that Coordinated Filings are likely to frustrate that purpose. As a result, you agree not to assert a demand for arbitration as part of a Coordinated Filing. A "Coordinated Filing" is any demand for arbitration where the underlying claim is similar to at least ten (10) or more other pending demands for arbitration and where representation for that demand is consistent or coordinated with such other demands. Without limiting any remedies, in the event your demand is part of a Coordinated Filing, we may, at our option, decline arbitration and instead litigate the claim in a civil court of competent jurisdiction in accordance with the terms herein.

Individualized Arbitration Proceedings and Remedies. You and Accelerator agree that these Terms of Service affect interstate commerce and that the enforceability of this Section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms of Service and the AAA Rules, the arbitrator will have exclusive authority to grant any relief that would otherwise be available in court and to make all procedural and substantive decisions regarding any Dispute, including those arising out of or relating to interpretation or application of this Arbitration Agreement, including the enforceability, revocability, or validity of the Arbitration Agreement or any portion thereof. The arbitrator may conduct only an individual arbitration and 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 claimant.

Confidentiality. The arbitration will allow for the discovery or exchange of non-privileged information relevant to the Dispute. You and Accelerator 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 Accelerator 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.

Payment of Arbitration Fees. The costs of arbitration shall be governed by the AAA's fee schedules, available at adr.org/Rules. If you are a consumer and you initiate arbitration of a Dispute, you agree to pay the applicable AAA Consumer Case Filing Fee, and Accelerator will pay the remaining AAA fees and costs. If you are not a consumer and you initiate arbitration of a Dispute valued at less than \$75,000, you agree to pay \$250 towards any arbitration filing fees and Creative Accelerator will pay the remaining AAA fees and costs. If you are not a consumer and your arbitration proceeding is valued at \$75,000 or more, you and Accelerator will share equally the costs and fees of AAA Commercial Arbitration. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees will be governed by the applicable AAA Rules.

Opt Out of Arbitration. You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section by sending, via U.S. certified mail, a written Notice of Opt Out to Creative Accelerator. The Notice of Opt Out must be addressed to: Notice of Opt Out, Creative Accelerator LLC, 54 West 21st Street, Suite 801, New York, NY, 10010; a courtesy copy of the Notice of Opt Out should also be sent by email to contact@jayaram.xyz. In order to be effective, the opt-out notice must include your full name and address and 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 the terms herein, though, as stated above, you agree any such action will be brought as an individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Additional Terms. If any portion of this Section found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms of Service; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section; and (c) to the extent that any claims must 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, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. If you wish to seek public injunctive relief against Accelerator, such claim (and only such claim) must be severed from the arbitration and brought in court in accordance with the terms herein.

You and Accelerator agree that the state or federal courts of the State of New York and the United States sitting in New York county have exclusive jurisdiction over the enforcement of an arbitration award made pursuant to this Arbitration Agreement.

FILING FEES GENERALLY. Except as otherwise noted, filing and recording fees may include all mandatory or applicable federal, state, county and local administrative fees, name reservation fees, initial reports, publication notices, capitalization fees, franchise tax fees, expedite fees, certified copy fees, walk-in fees, courier fees and other transactional fees incurred on your behalf by Accelerator or paid on your behalf by Accelerator.

TRADEMARK FILING FEE: The government filing fee for trademarks is set by the applicable government agency, and these fees may change from time to time without notice. If a fee applies to your purchase, it will be noted on the Site or the applicable App or in connection with the Services as part of your purchase. Accelerator does not control these fees. Accelerator files using either the TEAS Standard system or the TEAS Plus system, as well as systems in non-U.S. jurisdictions, and may use additional or alternative systems in the United States or foreign jurisdictions from time to time in its sole discretion, including as new systems become available. Among other things, these require electronic communications with and responses, including, for example, to the United States Patent and Trademark Office in the United States as well as other applicable government organizations outside of the United States (each government organization, a “Filing Authority”). The trademark filing fee you see from Accelerator consists of the applicable government electronic filing fee. Under various circumstances dictated by Filing Authorities, such Filing Authority may assess an additional filing fee, e.g., based on the type of filing entity you are. Any such additional filing fee, if any, will be assessed directly by the applicable Filing Authority. Accelerator will not pay it on your behalf.

TRADEMARK, COPYRIGHT, AND PATENT SUBMITTED MATERIAL. As part of an order for certain trademark, copyright, and patent products, you may be required to submit to the Site, Apps, Services or otherwise to Accelerator certain information – such as specimens, drawings, or copies of my work – in order for it to complete your order and submit your information, which may include documents, to the relevant Filing Authority. Furthermore, I understand that while it may retain digital copies of my submission, Accelerator does not retain physical copies of my submissions and will not return those materials to me. All physical materials that Accelerator does not submit to a Filing Authority as part of my application will be securely destroyed according to Accelerators document retention policies and procedures.

AUTHORITY TO FILE INTELLECTUAL PROPERTY APPLICATIONS. To the extent that you purchase a Service that includes filing for an intellectual property right, by placing your order, you give Accelerator the express authority to file your application with the applicable Filing Authority. After placing your order, Accelerator may send you material to review or contact you for information regarding your order. In either case, if you do not

respond to Accelerator within the time periods requested by Accelerator (if any), it may file your application to avoid filing delays and other negative outcomes. You acknowledge that, in some instances, if you do not respond to Accelerator within the requested time period designated by Accelerator (if any), Accelerator may not have the requisite information needed to move forward with an application or registration, in which case Accelerator shall not be responsible for any abandonment of, cancellation of, or negative impact on, such application or registration. You understand that you may be contacted by a Filing Authority for other information after your application has been filed. Related, Accelerator may authorize a Filing Authority, on your behalf, to contact you at the email address that you provide on the Site, App, Services or otherwise to Accelerator.

TRADEMARK SEARCH. A trademark search is only up to date as of the date and time of information received from an applicable data source, like a Filing Authority, and is subject to the timeliness, accuracy and completeness of data from that source. Active trademarks are those either currently pending or registered and presumed up-to-date with the Filing Authority. Also, a party may claim common law rights because of its use in commerce of a trademark. Without limitation, Accelerator accepts no responsibility or liability for any impact that any inactive application or registration, or common law use, may have on your registration or trademark.

DELIVERY. You understand that Accelerator uses a variety of methods to deliver finished products. For products delivered via physical shipment, you understand that Accelerator may use a variety of carriers for each shipping option and will choose a delivery method for the shipping option and address that you designate. If you select overnight delivery or two-day delivery, you agree that Accelerator may use air or ground shipping as necessary to get your items to you within the promised time frame. The shipping fee indicated does not necessarily represent the actual amount paid by Accelerator to the carrier chosen for the delivery of your order. It may include, in addition to the fees paid to the carrier, Accelerator or third party handling and processing fees. For products delivered electronically, you understand that you will be notified via email when your product is complete and available for download. You understand that you may access your product by logging in to your account or otherwise as designated by Accelerator.

CUSTOMERS NEEDING EXTRA ASSISTANCE. Accelerator aims to provide full access to its Site, Apps and Services regardless of disability. If you are unable to read any part of the Site, an App, or Services, please call (212)-287-7944 and our customer care team will assist you.

TEXT MESSAGES AND SMS. Accelerator, in its sole discretion, may offer SMS/MMS text messages for various purposes. To the extent that it does, you may opt-in to receive

SMS/MMS text messages containing notifications, updates and alerts from Accelerator or, as applicable, a lawyer using our tools. You may opt-in by providing your phone number during the process of purchasing a product or service from Accelerator. In some instances, we may also provide you the opportunity to opt-in post-purchase when you speak with us on the phone or through digital advertisements, emails or an on-Site or in-App feature. By opting in, you may receive messages about our Accelerator products and services, including for example, updates about the status of your order, appointment reminders, and messages regarding access to the products and services you have purchased as well as other important information about your services. We may give you the ability to opt-in to only certain types of messages, for example, we may give you the ability to opt-in to informational messages without also opting-in to marketing messages. The number of messages you may receive will vary. Accelerator's SMS/MMS program is compatible with AT&T, Verizon, T-Mobile, and many other national and regional carriers. Accelerator is not responsible for delayed or undelivered messages, and is not affiliated with and cannot influence a carrier that is so responsible for delivery of messages.

If text messages are offered, to opt-out of receiving SMS/MMS text messages from Accelerator, you will be able to reply with STOP, END, QUIT, UNSUBSCRIBE, CANCEL, OPT OUT, or REVOKE (or a similar command) to cancel (message and data rates may apply) or contact contact@jayaram.xyz. For more information, you may reply with HELP (message and data rates may apply) or contact contact@jayaram.xyz.

INQUIRIES. BY USING SERVICES OR ACCESSING THE SITE OR APPS, YOU ACKNOWLEDGE AND ACCEPT THAT SUBMITTING YOUR TELEPHONE NUMBER TO ACCELERATOR VIA THE SITE, APPS OR SERVICES CONSTITUTES AN INQUIRY TO ACCELERATOR, AND THAT, TO THE EXTENT PERMITTED BY LAW, ACCELERATOR MAY CONTACT YOU AT THE NUMBER SUBMITTED EVEN IF SUCH NUMBER APPEARS ON ANY STATE OR FEDERAL DO NOT CALL LISTS (TAKING INTO ACCOUNT INQUIRY EXCEPTION TIME FRAMES AS APPROPRIATE).

ACCESS TO WORLD WIDE WEB; INTERNET DELAYS. To use Services, you must obtain access to the World Wide Web, either directly or through devices that access web-based content and pay any service fees associated with such access. You are responsible for providing all equipment necessary to make such connection to the World Wide Web, including a computer (whatever form) and Internet access. Access to certain Services may be limited or delayed based on problems inherent in the use of Internet and electronic communications and technologies. You understand that Accelerator is not responsible for delays, delivery failures, or other damage resulting from such problems.

RIGHT TO REFUSE. I acknowledge that Accelerator reserves the right to refuse service to anyone and to cancel user access at any time.

PUBLIC PROFILE. I acknowledge that I or the entity on behalf of which I am a user may maintain a publicly available set of product and service information, contract terms, policies and related materials, and other publicly available information, and that Accelerator's use of such information in any Site, Apps and Services is hereby approved.

OPPORTUNITY FOR REVIEW AND CONTROL. If you are an end user, you acknowledge and agree that, in using our Services, you have a full opportunity to view and review the deliverables of such Services and have performed such review. If you are a Lawyer in the Middle, you acknowledge and agree that, in using our Services, you have a full opportunity to view, review, modify, change and otherwise take full control (collectively, "Control") of the deliverables of such Services and have exercised such Control prior to delivering deliverables to your clients. You acknowledge and agree that you are solely and fully responsible for such deliverables to clients.

FORCE MAJEURE. Accelerator shall not be considered in breach of or default under these Terms of Service or any contract with you, and shall not be liable to you for any cessation, interruption, or delay in the performance of its obligations hereunder by reason of any event beyond its reasonable control, including earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event, whether foreseen or unforeseen (each a "Force Majeure Event"). If a Force Majeure Event continues for more than 60 days in the aggregate, Accelerator may immediately terminate these Terms of Service and shall have no liability to you for or as a result of any such termination.

TERMINATION. We reserve the right to alter or discontinue the Site, Apps and Services that we provide at any time without prior notice. We also reserve the right to terminate these Terms of Service at our election and for any reason without prior notice. These Terms of Service will automatically terminate if, in our sole discretion, you violate any of the terms and conditions set forth below. Termination will result in the immediate cessation of access to the Site, Apps and Services. Upon termination, any disclaimers of warranty and liability, indemnity, dispute resolution, privacy and confidentiality terms and conditions related to you and your information shall survive the termination of these Terms of Service.

GOVERNING LAW AND VENUE. Any dispute arising from these Terms of Service and your use of the Site, Apps or Services will be governed by and construed and enforced in accordance with the laws of New York, without regard to conflict of law rules or principles (whether of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration in accordance with these Terms of Service or cannot be heard in small claims court will be resolved in the state or federal courts of New York and the United States, respectively, sitting in New York county. You consent to personal and exclusive jurisdiction in these courts.

ENTIRE AGREEMENT. This Agreement, including all exhibits, attachments, amendments, policies, agreements and other information incorporated herein, constitutes the entire agreement of the parties with respect to the subject matter hereof. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default.