

Conversifi Terms of Use

Effective Date: June 8, 2026

Hello, and welcome to Conversifi!

To try to make this legal agreement easier to read, we use capitalized terms throughout these Conversifi Terms of Use – they’re either defined below or defined in our Conversifi “Privacy Policy”. To start, even though our legal name is SpeakApp Inc. d/b/a Conversifi, we call ourselves “**Conversifi**” or “**we**”, and we call you, well, “**you**”. We also call these Conversifi Terms of Use “**Terms**”.

To download a printable PDF version of these Terms, please click [w Conversifi Terms of Use 2026.docx](#) . Conversifi aims to advance multilingual fluency, and we believe that our business, including our data practices (as described in our Privacy Policy), supports that goal, including by advancing research and development.

Before you use (i) our conversifi.com website (including our web-based app.conversifi.com application within such website, “**Site**”) and/or (ii) any of our products or services (including the Conversifi products and/or services we make available on our Site), **please read not only these Terms but also our Privacy Policy**. Our Privacy Policy describes how we collect, use, and disclose information (including “Personal Data”) about visitors to our Site and users of our Services (as defined in the paragraph below) and forms part of these Terms. To read our Privacy Policy, please click [HERE](#).

In these Terms: (a) we may refer to our products and services and our Site, individually and collectively, as our “**Services**”; (b) we may refer to the “conversations” conducted via our Services as “**Conversations**” and to our Services through which Conversations are conducted as “**Conversation Services**”; and (c) we may refer to visitors to our Site and users of our Services (including “learners” and “coaches” who engage in Conversations) as “**users**”.

These Terms represent a legal agreement between you and us, govern the use of our Services, and are binding on you as a user of our Services. By using our Services, you agree that: (a) your use of our Services is and will be subject to these Terms; and (b) you will comply with and be bound by these Terms. If you use or wish to use our Services as a “coach”, then, in addition to these Terms, you must also be party to an effective Independent Contractor/Services Agreement with Conversifi.

PLEASE READ CAREFULLY – THESE TERMS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING RIGHTS TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. AMONG OTHER THINGS, SECTION 5(c) OF THESE TERMS (THE “ARBITRATION AGREEMENT”) PROVIDES THAT, IF YOU HAVE A CLAIM AGAINST OR DISPUTE WITH CONVERSIFI: (A) EXCEPT FOR LIMITED EXCEPTIONS (FOR EXAMPLE, IF THE DISPUTE IS A “SMALL CLAIM” (AS DEFINED IN SECTION 5(c)(ii) OF THESE TERMS)), SUCH DISPUTE MUST BE SETTLED BY AN ARBITRATOR; AND (B) YOU CAN’T MAKE OR JOIN A “CLASS ACTION” CLAIM. IF YOU DO NOT WISH TO AGREE TO THESE TERMS GENERALLY, PLEASE DO NOT USE OUR SERVICES.

(1) SERVICES.

(a) Obligations: Services.

- (i) Your use of our Services is subject to your compliance with these Terms and all applicable laws, rules, and regulations.
- (ii) Certain Services, including our Conversation Services, require you to create an account with Conversifi (each, a “**Conversifi Account**”). Your use of our Services may be subject to different obligations, conditions, limitations, and/or fees/charges, and you may have different rights in connection with such usage, in each case depending on your “role” (e.g., “learner”, “coach”, “instructor”, “administrator”, “visitor”, etc.) in connection with such Services. Such different obligations, conditions, limitations, fees/charges, and/or rights (collectively, “**Role-Specific Provisions**”) will be disclosed (A) at the time you create or update your Conversifi Account, (B) in your Conversifi Account, (C) at the time you purchase particular

- Services (including particular Conversation Services), or (D) in other written (including in an electronic writing) communications provided or made available to you.
- (iii) Without limiting any of Conversifi's rights or any of your obligations under these Terms, your use of Conversifi Services as a "learner" is solely for your personal and non-commercial purposes.
 - (iv) You hereby represent, warrant, and covenant that:
 - (A) You have, and during such time as you use our Services will have, the legal authority to enter into these Terms and to perform your obligations under these Terms;
 - (B) You will access and use our Services in compliance with these Terms and with all applicable laws, rules, and regulations;
 - (C) You will be responsible for all activity that occurs through your Conversifi Account; and
 - (D) All information that you provide in connection with our Services, including the information that you provide when you create your Conversifi Account, is and will be true, complete, and correct, and you will promptly update your Conversifi Account in the event of any changes to such information.
 - (v) Conversifi's provision of our Services does not include the provision of any digital device (e.g., a computer, smartphone, tablet computer, etc.) or any other equipment necessary to access or use our Services. To use our Services, you need Internet connectivity and appropriate telecommunication links. You hereby acknowledge and agree that: (A) you are responsible for paying any and all fees and charges, and for complying with the applicable terms of service/agreement(s), associated with such connectivity and links; and (B) Conversifi has no liability or responsibility with respect to such connectivity and links.
 - (vi) Our Services are generally intended for adults (including, for purposes of clarification, college or university-aged students). You may not create a Conversifi Account if you are under the age of 13. By using our Services, creating a Conversifi Account, and/or entering into these Terms, you are agreeing that you can form a binding contract with Conversifi, or, if you are at least 13 years of age but under the age of majority in your jurisdiction, that your legal guardian has reviewed and agreed to these Terms.
- (b) Account Termination; Survival.
- (i) Account Termination.
 - (A) If you elect to "terminate" your Conversifi Account, then you will no longer be able to access such Conversifi Account, or any of the information that was in your Conversifi Account prior to termination.
 - (B) We may terminate your Conversifi Account (including your right to use our Services) if you violate these Terms.
 - (ii) Survival. Any provisions of these Terms that by their nature are intended to survive (including, without limitation, Sections 1(d), 1(e), 2(b), 2(c), 3(a), 3(b), 3(c), 4, 5, and 6 hereof and this Section 1(b)(ii)) will survive the termination of your Conversifi Account, the expiration of any Services, and/or the cancellation or termination of the Terms.
- (c) Refund Policy; Expiration. Unless otherwise expressly provided in our "": (i) payments to us for our Services are nonrefundable; and (ii) there are no refunds for Conversations that you purchase and do not use. Without limiting the foregoing, any and all credits for Conversations that you purchase or earn but have not used expire if you have not transacted under your Conversifi Account for a period of eleven (11) consecutive months at any time following such purchase.

- (d) Payment Methods; Third-Party Payment Processors; Financial Obligations.
- (i) Payment Methods. The fees/charges for your use of our Conversation Services, and any other charges you may incur in connection with such use (such as applicable taxes), will be charged to your Payment Method (as defined below). Your **“Payment Method”** (A) means the credit card account information, debit card account information, bank account information, other financial account information, or other payment provider information provided in connection with your Conversifi Account, and (B) is the method through which you (and your Conversifi Account) may be charged for and/or may otherwise be responsible for Conversation Services fees and other charges associated with the use of our Services.
- (ii) Third-Party Payment Processors. We use a third-party payment processor(s) in connection with our Conversation Services and our other Services. You hereby acknowledge and agree that:
- (A) The Payment Method that you provide when You create your Conversifi Account and/or purchase any of our Conversation Services (and, if applicable, each additional Payment Method that you provide in connection with your Conversifi Account from time to time) (I) will not be used, stored, processed, or otherwise accessed by Conversifi and (II) will be used, processed, and stored by the applicable payment processor; and
- (B) Your provision of such Payment Method is to such applicable payment processor, not to Conversifi (although we may receive from, and provide to, the payment processor a randomly generated payment “token” in connection with your Conversifi Account and associated payments); and
- (C) The processing of your Payment Method, and any and all other data required or otherwise collected by such third-party payment processor (for example, name, email address, phone number, postal address, commercial information, etc.), is subject to the applicable terms, conditions, and policies of such third-party payment processor. Such third-party payment processor, not Conversifi, is solely responsible for the provision of payment processing services in connection with your Conversifi Account and your use of our Conversation Services.
- (iii) Financial Obligations and Additional Terms. You hereby: (A) agree to comply with all financial obligations and terms and conditions with respect to your Payment Method and payments made in connection with your use of our Services; and (B) acknowledge and agree that other parties (such as your applicable credit card provider, the applicable third-party payment processor, and/or your applicable Third-Party Organization (as defined in our [Privacy Policy](#)) may enforce their terms and conditions directly with you, and that we are not a party to any of those terms and conditions.

(2) PROHIBITED CONDUCT.

- (a) Without limiting any of your obligations under these Terms, in connection with your access to and/or use of our Services, you agree that you will not, will not attempt to, and will not assist or permit any other person or entity to or to attempt to:
- (i) Violate any applicable law, rule, or regulation;
- (ii) Violate any “code of conduct”, “handbook”, or other official policy of an applicable Third-Party Organization;
- (iii) Use our Services or any of the materials provided or otherwise accessible therein for any fraudulent purpose;
- (iv) Provide any User Materials (as defined in Section 3(c)(i) below) or other information (including via Conversations), or otherwise engage in activity, that infringes or violates any person or entity’s rights, including intellectual property

- rights, such as copyright, moral rights, trademark, trade dress, patent, trade secret, right of privacy, or right of publicity;
 - (v) Copy, reproduce, modify, translate, host, sublicense, lease, transfer/distribute, resell, disassemble, decompile, reverse engineer, or create derivative works from or in respect of our Services or any component, aspect, or element (including any algorithm(s), technique(s), or non-public feature(s)) of any of the foregoing, including, for purposes of clarification, any Conversifi “modules”;
 - (vi) Access or use our Services, or any component, aspect, or element thereof, through the use of bots, spiders, scrapers, web crawlers, indexing agents, or other automated devices or mechanisms;
 - (vii) Send or provide via our Services any material that is or is intended to be technically harmful (including viruses, worms, Trojan horses, logic bombs, or other malicious code or features);
 - (viii) Damage, impair, disable, tamper with, or misappropriate any component, aspect, or element of our Services;
 - (ix) Interfere or attempt to interfere with the proper working of any of our Services or any component, aspect, or element thereof;
 - (x) Breach any security measure provided by, or circumvent any access or use restrictions of, our Services;
 - (xi) Share your Conversifi Account username and your password with any third party;
 - (xii) Engage in behavior or activity that (A) may otherwise cause legal liability or financial harm, or (B) may otherwise be offensive or inappropriate for our Services;
 - (xiii) Provide or accept any payment(s) for language learning (including conversational) services, or attempt to do either of the foregoing, to or from any user other than through our Site; or
 - (xiv) Otherwise use our Services in any manner other than as expressly permitted by Conversifi.
- (b) Without limiting any of the provisions of Section 2(a) above, you agree that you will not, will not attempt to, and will not assist or permit any third party to or to attempt to:
- (i) Unless otherwise expressly permitted in writing (including email) by Conversifi, post any Conversation, or any portion thereof, to any social media platform (e.g., YouTube, Facebook, TikTok, Instagram, etc.); or
 - (ii) Unless otherwise expressly permitted in writing (including email) by Conversifi, otherwise publish, translate, publicly perform, license, sublicense and/or display, distribute, syndicate, copy, or create derivative works of any Conversation or any portion thereof.
- (c) Without limiting any of the provisions of Section 2(a) above or Section 2(b) above, unless otherwise expressly permitted in writing (including email) by Conversifi:
- (i) Other than Conversations in which you engage in your capacity as a “learner”, you further agree that you will not, will not attempt to, and will not assist or permit any third party to share or otherwise disclose any Conversation or any portion thereof with or to any third party; and
 - (ii) With respect to Conversations in which you engage in your capacity as a “learner”, you may share or otherwise disclose such Conversations (or a portion(s) thereof) solely with or to your applicable Third-Party Organization or as otherwise expressly permitted within your Conversifi Account.
- (3) USE OF INFORMATION.
- (a) Privacy Policy. Conversifi’s use of and rights with respect to information we collect about you through our Services are governed by our Privacy Policy. By agreeing to these Terms, you are consenting to Conversifi’s collection, use, and disclosure of your information (including Personal Data) as described in our Privacy Policy.

- (b) Conversations. You hereby acknowledge and agree that, when you provide information in a Conversation, you are doing so voluntarily and with your consent.
- (c) Comments and User Materials.
- (i) Without limiting Section 3(a) above, if you provide (A) any ideas, feedback, reviews, suggestions, survey responses, or other comments (each, a “**Comment**”) regarding our Services or (B) any other non-Conversation content, images, information, or materials (collectively, “**User Materials**”) to us or to our Services (either directly or through any of our third-party vendors):
- (A) You hereby agree that you are doing so without any obligation of confidentiality, and you irrevocably waive any claims and/or assertions of moral rights or attribution with respect thereto.
- (B) You will be deemed to have hereby granted us, and to have hereby represented and warranted that you have all rights, power, and authority necessary to grant us, a fully-paid, perpetual, irrevocable, non-exclusive, transferable, sublicensable (through multiple tiers), royalty-free, and worldwide license to use your first name (alone or with the first letter of your surname), Conversifi username/handle, Comments, and User Materials for any purpose, including: (I) to provide, maintain, analyze, develop, train, and/or improve our Services (including by training and developing our automated (including AI and other machine learning powered) technologies, software, models, and algorithms); and (II) to use, reproduce, publish, translate, publicly perform, license, sublicense (through multiple tiers), and/or display (including in or on our Services and for purposes of our promotional activities), distribute, syndicate, modify (including by removing metadata), copy, and create derivative works of and from the Comments and User Materials, and any component, aspect or element of any of the foregoing, in and/or through any form or format, media or media channel, or technology, in each case whether now known or hereafter developed.
- (C) If and when you post or provide a Comment(s) and/or User Material(s) to us or to our Services: (I) such posted/provided Comment(s) and/or User Material(s) and associated information about you (e.g., your Conversifi username/handle, city, state, country, etc.) may be available to other users, including coaches, users who follow you in our Services, and users you follow in our Services; and (II) we: (x) cannot prevent any of such Comments, User Materials, or other information from being used by any user or other third party in a manner that may violate these Terms, our [Privacy Policy](#), any third party’s terms or policies, or any applicable law, rule, or regulation; and (y) will have no responsibility or liability in connection with usage by any user or other third party.
- (ii) Without limiting any of your obligations under these Terms (including under Section 2(a) above), you will not provide us with any Comment or User Material that (A) violates any applicable law, rule, or regulation, (B) infringes or misappropriates any of the rights of any third party, (C) may otherwise cause legal liability or financial harm, or (D) may otherwise be offensive or inappropriate for our Services. Without limiting any of our rights under these Terms (including under Section 1(b)(i)(B) above), in appropriate circumstances, we may terminate your Conversifi Account and/or your right to use our Services if we deem that you have violated the preceding sentence.
- (iii) Without limiting any of our rights under these Terms (including under Section 3(c)(ii) above), we may withhold and/or remove (A) any Comment or User Material that contains (I) unlawful, harassing, abusive, obscene, vulgar, or sexually explicit

content or (II) content that is inappropriate with respect to race, gender, sexuality, or ethnicity or (B) any review(s) unrelated to Services purchased or used by you.

(d) Security.

- (i) We strive to use reasonable and appropriate measures to protect the security and integrity of the data we collect. However, you hereby acknowledge and agree that: (A) no method of storage or transmission is 100% secure; and (B) we make no guarantee regarding the security of our systems, our equipment, or the data we collect.
- (ii) You are responsible (A) for maintaining the confidentiality and security of your Conversifi Account username/handle and password and (B) for any purchases facilitated in connection with the use of your Conversifi Account, whether or not in fact authorized by you.
- (iii) You agree to immediately notify Conversifi of any unauthorized use of your Conversifi Account and/or of your Conversifi Account username/handle and password via email to support@conversifi.com.

(4) PROPRIETARY RIGHTS.

(a) Proprietary Rights. As between you and Conversifi, Conversifi (i) owns and will retain all right, title, and interest in and to its property, including our Services and all components, aspects, and elements thereof, and all intellectual property and proprietary rights in and to all of the foregoing and (ii) will own all right, title, and interest in and to Conversations and other Conversation Materials, including all components, aspects, and elements thereof, and all intellectual property and proprietary rights in and to all of the foregoing. Without limiting the foregoing, any and all trademarks displayed in our Services are owned by Conversifi, or are the property of our affiliates, licensors, or other third parties (in which case Conversifi makes no claim of ownership rights therein). We reserve all rights not expressly granted to you in these Terms, and we expressly disclaim all implied licenses, including implied licenses to trademarks, copyrights, trade secrets, and patents.

(b) DMCA. If you are a copyright owner or an agent of a copyright owner, and you believe that any content in or on our Services infringes such copyright(s), then you may submit a notification pursuant to the Digital Millennium Copyright Act of 1998 by providing our Designated Copyright Agent with the following information in writing:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed;
- (iii) Identification of the material that is claimed to be infringing and information sufficient to permit us to locate the material;
- (iv) Contact information of the complainant, such as an address, telephone number, and, if available, an email address;
- (v) A statement that the complainant has a good-faith belief that use of the material is not authorized; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complainant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be included in the notification described above, and submitted to our Designated Copyright Agent by mail and email to the following address:

Conversifi

5859 Braesheather Drive

Houston, TX 77096

USA

Attn: Designated Copyright Agent

support@conversifi.com

(5) LIABILITY AND DISPUTES.

(Although we work hard to provide you with positive experiences with our Services, our lawyers insisted on including language about “liability” and “disputes” and even on including some of that language in ALLCAPS (which doesn’t mean that we’re shouting at you).)

(a) DISCLAIMERS.

- (i) OUR SERVICES, AND ALL OF THE COMPONENTS, ASPECTS, AND ELEMENTS THEREOF, ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, AND WE MAKE NO GUARANTEES OR WARRANTIES THAT THEY WILL ALWAYS BE SAFE, SECURE, OR FREE FROM DEFECTS OR ERRORS (OR THAT DEFECTS OR ERRORS WILL BE CORRECTED), THAT THEY WILL MEET YOUR REQUIREMENTS, OR THAT THEY WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT REPRESENT OR WARRANT THAT: (A) OUR SERVICES OR THE CONTENT OR MATERIALS ON OR ACCESSIBLE VIA OUR SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (B) ANY OF OUR OTHER USERS WILL COMPLY WITH THESE TERMS OR WITH APPLICABLE LAWS. TO THE FULLEST EXTENT PERMITTED BY LAW, RULE, OR REGULATION, WE SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- (ii) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO ONE OR MORE OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

(b) LIMITATIONS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, RULE, OR REGULATION, REGARDLESS OF THE THEORY OF LIABILITY OR TYPE OF CLAIM (WHETHER CONTRACT, TORT, OR OTHERWISE):

- (i) IN NO EVENT WILL CONVERSIFI BE LIABLE FOR PERSONAL INJURY, FOR LOST PROFITS, REVENUES, OPPORTUNITY, INFORMATION, CONTENT, OR DATA, FOR INTERRUPTION OF SERVICE, OR FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER, ARISING OUT OF, OR RELATING TO THESE TERMS OR OUR SERVICES, HOWEVER CAUSED, EVEN IF CONVERSIFI HAS BEEN ADVISED, IS AWARE, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND
- (ii) IN NO EVENT WILL CONVERSIFI’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED (A) IF YOU ARE A “LEARNER”, THE AGGREGATE AMOUNT OF FEES/CHARGES PAID TO CONVERSIFI WITH RESPECT TO CONVERSATIONS USED BY YOU IN YOUR ROLE AS A “LEARNER” DURING THE SIX (6) MONTHS PRIOR TO THE DATE WHEN THE LIABILITY AROSE, AND (B) OTHER THAN WITH RESPECT TO CONVERSIFI’S OBLIGATION TO PAY YOU FOR CONVERSATIONS CONDUCTED BY YOU IN YOUR CAPACITY AS A “COACH” (IF APPLICABLE), IF YOU ARE NOT A “LEARNER”, FIFTY U.S. DOLLARS (\$50).

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR CERTAIN DAMAGES (INCLUDING FOR PERSONAL INJURY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES), SO, IN SUCH JURISDICTIONS, ONE OR MORE OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU, IN WHICH EVENT CONVERSIFI’S LIABILITY TO YOU WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED IN YOUR JURISDICTION OF RESIDENCE.

(c) Arbitration Agreement.

- (i) Notice of Dispute. A party who intends to commence arbitration must first send the other party a written notice of dispute and engage in a good-faith negotiation of the

dispute in an effort to resolve it without the need for arbitration. To be valid, your notice of dispute must include: (1) your name; (2) an email address and telephone number at which you may be reached during business hours; (3) a description of the nature and basis of your Claim(s) (as defined in Section 5(c)(ii) below) (including, where applicable, specific dates); (4) an explanation of the specific relief sought; (5) your physical or electronic signature; and (6) if you have retained an attorney, your signed statement authorizing Conversifi to disclose your confidential account records to your attorney if necessary in resolving your Claim(s). Once you have written the notice, send it to us by certified mail to: Conversifi, 5859 Braesheather Drive, Houston, TX 77096, USA. We will send any notice of dispute to you at your mailing address on file.

- (ii) In case of any disputes between us that cannot be resolved through informal discussions, you and we hereby agree that, subject to the provisions of this section, any and all claims (including tort claims), causes of action, and/or disputes under, arising out of, or relating to these Terms (each, a “**Claim**”) will be settled by final and binding arbitration (which is generally more informal than a lawsuit before a judge or jury) in accordance with the relevant rules of the American Arbitration Association (“**AAA**”) (as modified by, and subject to, these Terms) (such rules, as so modified, “**AAA Rules**”); provided, however, that: (A) Claims arising out of or relating to your violations of Conversifi’s intellectual property rights, including copyright infringement, patent infringement, trademark infringement, or efforts to interfere with our Services in unauthorized ways (each, an “**IP Claim**”) will not be subject to such obligation for settlement by final and binding arbitration; and (B) either you or we may assert an individual action in small claims court for Claims that are within the scope of such court’s jurisdiction (each, a “**Small Claim**”) in lieu of arbitration. The arbitrator’s decision and award will be non-appealable and may be entered in, and will be enforceable in, any court of competent jurisdiction.
- (iii) The arbitration will take place in Harris County in the State of Texas; provided that you and we may participate in the arbitration by phone, by video, or via document submission to the fullest extent allowable by the arbitrator. Arbitration of any Claim(s) will be subject to the relevant AAA Rules (available, as of the Effective Date, at <https://www.adr.org/>) and will be administered by the AAA. To commence an arbitration, you must file a case online (as of the Effective Date, via <https://fileonline.adrapps.org/>) or submit a written Demand for Arbitration to the AAA, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, USA; provided that, in each case, you must concurrently provide a copy to Conversifi at the address set forth in Section 5(c)(i) above. As of the Effective Date, a “Demand for Arbitration” form can be found via the AAA website at <https://www.adr.org/rules-forms-and-fees>. To the fullest extent permitted by applicable laws, rules, and regulations: (A) any evidentiary submission(s) made in arbitration will be maintained as confidential in the absence of good cause for its disclosure; and (B) you and we agree not to disclose the contents of the arbitrator’s decision(s) to any third party (except as required by law, rule, or regulation, or for the purposes of enforcement or appeal of the arbitration award).
- (iv) If there is a final judicial determination that any particular Claim cannot be arbitrated in accordance with the provisions of this Section 5(c), then only (A) that particular Claim (each, a “**Non-Arbitrable Claim**”), (B) any IP Claim(s), and (C) any Small Claim(s) may be brought in court (which, with respect to Small Claims, must be brought in small claims court); all Claims other than Non-Arbitrable Claims, IP

Claims, and Small Claims (and, in each case, not sought to be arbitrated) remain subject to the provisions of this Section 5(c) other than this subsection (iv). Nothing in this Agreement (including in this Section 5(c)) will limit the ability of either you or us to seek equitable relief in any court of competent jurisdiction.

- (v) The arbitrator may not award relief in excess of or contrary to what these Terms provide, order consolidation or arbitration on a class-wide or representative basis, or damages in excess of or contrary to what these Terms provide, or order injunctive or declaratory relief, except that the arbitrator may award on individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this Section 5(c) is determined by a court to be inapplicable or invalid, then the remainder will still be given full force and effect. The Arbitration Agreement will continue to be valid even if these Terms are no longer valid for any reason.
- (vi) The Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions of this Agreement. All issues are for an arbitrator to decide, except that only a court may decide issues relating to the scope or enforceability of the arbitration provisions of these Terms or the interpretation of the prohibition of class and representative actions. If any of these dispute resolution provisions is found unenforceable, that provision will be severed, and the balance of the dispute resolution provisions will remain in full force and effect.
- (d) Commencement of Claims. You must contact us within one (1) year of the date of the event or facts giving rise to a Claim, or you will have waived the right to pursue a Claim based on such event or facts.
- (e) Governing Law; Jurisdiction.
 - (i) Governing Law. These Terms are governed by the laws of the State of Delaware, USA, without regard to its conflict of law rules. These Terms will not limit any consumer protection rights that you may have under the mandatory laws of your jurisdiction of residence.
 - (ii) JURISDICTION. THE JURISDICTION AND VENUE FOR ALL NON-ARBITRABLE CLAIMS (AS DEFINED IN SECTION 5(c)(iv) ABOVE) AND FOR ALL IP CLAIMS (AS DEFINED IN SECTION 5(c)(ii) ABOVE) NOT SOUGHT TO BE ARBITRATED WILL BE THE STATE AND FEDERAL COURTS IN HARRIS COUNTY IN THE STATE OF TEXAS, AND THE JURISDICTION AND VENUE FOR ALL SMALL CLAIMS (AS DEFINED IN SECTION 5(c)(ii) ABOVE) NOT SOUGHT TO BE ARBITRATED WILL BE THE SMALL CLAIMS COURTS IN HARRIS COUNTY IN THE STATE OF TEXAS; WITH RESPECT TO NON-ARBITRABLE CLAIMS, SUCH IP CLAIMS, AND SUCH SMALL CLAIMS, YOU HEREBY CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS AND HEREBY WAIVE ALL DEFENSES OF LACK OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS. Nothing in this Agreement (including in this Section 5(e)(ii)) will limit the ability of either you or us to seek equitable relief in any court of competent jurisdiction.
- (f) CLASS ACTION WAIVER. YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY AND YOUR RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION; AND (II) YOU MAY BRING A CLAIM(S) (AS DEFINED IN SECTION 5(c)(ii) ABOVE) AGAINST CONVERSIFI ONLY IN YOUR INDIVIDUAL CAPACITY,

AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. FOR PURPOSES OF CLARIFICATION, YOU CANNOT MAKE "CLASS ACTION" CLAIMS. The arbitrator cannot group any of your Claims with any other claim(s), cause(s) of action, or dispute(s).

(g) Indemnification. You hereby agree to defend, indemnify and hold harmless Conversifi, its affiliates, and its and their respective officers, directors, employees, and agents from and against all third-party claims and liabilities (including attorneys' fees and costs) arising out of or relating to your violation or alleged violation of these Terms.

(6) MISCELLANEOUS.

- (a)** These Terms (including, for purposes of clarification, the Arbitration Agreement), collectively with (i) our [Privacy Policy](#), (ii) the applicable Role-Specific Provisions (as defined in Section 1(a)(ii) above), and (iii) if you use our Services as a "coach", any effective "Independent Contractor Agreement"/"Services Agreement" (or substantially similar agreement with a different but corresponding name) between you and Conversifi (including, for purposes of clarification, all terms and conditions incorporated therein), constitute the entire agreement between you and Conversifi relating to our Services and supersede any and all prior agreements on that subject.
- (b)** Please note that we may modify these Terms from time to time. Please review these Terms (and the information and policies for which links are provided or referenced in these Terms, including our [Privacy Policy](#)) periodically to become aware of any changes that may have occurred; we will update the Effective Date at the top of the page to help you know when changes to these Terms have been made. Except where and to the extent prohibited by applicable law, rule, or regulation: (i) changes to these Terms may be made without notice to you, and the most recent version will replace and supersede all previous versions; and (ii) your use of our Services after any changes to these Terms will be deemed to constitute your approval and acceptance of such changes. Except as set forth in this Section 6(b), all amendments to these Terms must be in writing, executed by Conversifi, and expressly state that they are amending these Terms.
- (c)** If we fail to enforce any provision of these Terms, such failure will not constitute a waiver. If any provision of these Terms is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose, and all of the other provisions will remain in full force and effect. Unless the context otherwise requires, whenever the word "including", "include", or "includes" is used in these Terms, it will be deemed to be followed by the words "without limitation". To the extent permitted by applicable law, rule, or regulation, no presumption or burden of proof will arise favoring or disfavoring either you or Conversifi by virtue of the authorship of these Terms. The headings contained in these Terms are for reference purposes only and will not affect in any way the meaning or interpretation of these Terms.
- (d)** We may change our Services (including any feature and/or functionality of our Services) or suspend or cease performance or availability of our Services (including any feature and/or functionality of our Services), in each case at any time and for any reason (or no reason).
- (e)** We may post on or in our Services links to other websites or digital properties. We do not and cannot control the content of other websites or digital properties, and we are not responsible for the content of, or any of the products or services provided through, other websites or digital properties. Our linking to other websites or digital properties does not constitute or represent, and will not be deemed to constitute or represent, our agreement with or endorsement of the content, products, services, or owners or providers of those websites or digital properties.
- (f)** We will not be liable for any acts or omissions resulting from circumstances or causes beyond our reasonable control.

- (g)** You may not assign or transfer these Terms or any of your rights or obligations under these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms or any of your rights or obligations under these Terms without such consent will be null and of no effect. These Terms and all of our rights and obligations under these Terms are freely assignable by us without your consent.
- (h)** There are no third-party beneficiaries to these Terms. These Terms do not create an agency, partnership, or joint venture.
- (i)** Notice to California Consumers. Our Services are provided by Conversifi, and charges for your use of our Services will be disclosed to you in your Conversifi Account prior to your electing to use the applicable Services. You may contact Conversifi (including if you have a question or complaint regarding our Services) by email to support@conversifi.com or by postal mail to **5859 Braesheather Drive, Houston, TX 77096**. If you have a question or complaint regarding our Services, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by postal mail to 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834; by toll-free telephone to 800-952-5210 or, for hearing-impaired persons, to 800-735-2929 (TTY); or via the department's webform at <https://www.dca.ca.gov/webapplications/apps/complaint/index.shtml>.