

Last Updated: March 16, 2022

Effective: March 16, 2022

IF YOU LIVE IN, OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN THE UNITED STATES, PLEASE NOTE THE BINDING CLASS ACTION WAIVER IN SECTION 6.12, WHICH AFFECTS YOUR DISPUTE RESOLUTION RIGHTS WITH US.

These are the Terms of Use (“Terms”) governing all websites, mobile applications, information and screening services (including Screening Reports), and APIs (each, a “Service”) owned or operated by Iqsoc (“we”, “us”, “our”, “Iqsoc”). By accessing or using the Services, you (“you”, “your”) agree to be bound by these Terms, our Privacy Policy, Screening Policy, Cookie Policy, and Payment Policy, as well as any Additional Service Terms governing your use of a particular Service, all of which are incorporated herein by reference. Where you have entered into a Master Services Agreement with us, and the terms of that agreement conflict with the terms herein, the terms of the Master Services Agreement will control.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHOULD NOT USE IQSOC SERVICES OR VISIT IQSOC WEBSITES.

1. BASIC TERMS

1.1 ELIGIBILITY FOR USE

You represent and warrant that you are at least 18 years of age, of legal competence to enter into this agreement, and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. We reserve the right to deny, in our sole discretion, any access or use of the Services without notice for any or no reason.

1.2 ACCOUNTS AND LOGINS

You represent and warrant that all information you provide in connection with the creation of an account with Iqsoc (“Account”) is accurate and true. You agree that, if any information changes, you will update your Account to maintain accurate information.

When you create an Account, you must also create a Login and Password. You agree that you will not distribute your Login or Password to any other person, and you understand that you cannot authorize any other person to use your Account. You agree that you will not transfer, sub-license, sell, or assign your rights in your Account to any other person.

1.3 PASSWORDS AND UNAUTHORIZED USE

You are responsible for safeguarding the password and/or API keys that you use to access the Services and for any activities or actions under your account credentials. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. Iqsoc cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

If you believe that a third party has gained access to your Account, you agree to notify us promptly by sending an email to info@iqsoc.com . Failure to do so may result in your account being suspended without prior notice. You expressly agree that you will be responsible for any costs arising from a data breach caused by unauthorized use of your account credentials, including, if applicable, notice to affected individuals.

1.4 YOUR CONTENT

By submitting content, including but not limited to information about your Account and data that you and your end users upload to your Account, to Iqsoc (“Your Content”), you grant us a royalty-free, non-exclusive, worldwide license to reproduce, prepare derivative works, or distribute copies of Your Content in any medium for the sole purpose of providing or marketing the Services to you and others, in accordance with our Privacy Policy. You maintain full ownership of Your Content. You agree that you have the right to submit any content you submit and that you are not violating any party’s intellectual property rights or any other right that could lead to a cause of action against you or us. For the avoidance of doubt, Your Content does not include any personally identifiable information, confidential information, intellectual property, or sensitive account information.

1.5 COMMUNICATIONS FROM US

Once you create an Account or otherwise provide your email address to us, you may, from time to time, receive email communications from us about your account, as well as occasional marketing emails. You may elect to opt out of receiving marketing emails at any time by following the instructions and link provided within the email. Please allow up to 10 days for your marketing communication preferences to fully take effect within our systems.

2. LICENSE TO USE THE SERVICES

2.1 LIMITED LICENSE

Subject to these Terms and any Additional Service Terms, we grant you a limited, revocable, nontransferable, nonexclusive license to access and use our Services. You

agree that you will not copy, display, distribute, or resell any part of the Content or Services, in any medium, without Iqsoc's prior written consent. To the extent any component of the Content or Services may be offered under an open source license, we will make that license available to you and the provisions of that license may expressly override some of these Terms.

2.2 ACCESS RESTRICTIONS

You may not access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Iqsoc (and only pursuant to these Terms), without our express prior written consent.

In addition, you may not do any of the following while accessing or using the Services:

use any automated devices, such as spiders, robots or data mining techniques to download, store or otherwise reproduce, store or distribute Content or to manipulate the Services;

access, tamper with, or use non-public areas of the Services, Iqsoc's computer systems, or the technical delivery systems of Iqsoc providers;

probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

forge any TCP/IP packet header or any part of the header information in any email, or in any way use the Services to send altered, deceptive, or false source-identifying information; or

interfere with, or disrupt (or attempt to do so), the access of any user, host or network, including, without limitation, sending virus, overloading, flooding, spamming, mail-bombing the Services, or using the Services in such a manner as to interfere with or create an undue burden on the Services.

The restrictions outlined in this section do not apply to security researchers participating in Iqsoc's vulnerability coordination and bug bounty program.

2.3 USAGE RESTRICTIONS

You agree to adhere to the following:

You will use the Services only for appropriate, legal purposes, and in compliance with all applicable federal, state, and local laws and regulations.

You will not use the Services to request a consumer report on any individual other than yourself without that person's written authorization.

You will not use the Services to transfer to Iqsoc personal information of data subjects where such transfer and processing is regulated by GDPR or applicable data protection, data transfer, or data privacy law, unless you have previously entered into a Global Data Protection and Processing Agreement with Iqsoc. Customers who

procure Screening Services and who contract with Iqsoc as foreign corporate entities located in the following countries are liable for any damages, including enforcement actions and penalties from data protection authorities, sustained by Iqsoc in relation to Customer's failure to comply with this paragraph: European Union, United Kingdom, Switzerland, Brazil, Israel, or other country requiring contractual guarantees for the safe and secure transfer and processing of data.

2.4 USER-GENERATED CONTENT RESTRICTIONS

We may allow users, including you, to post certain user generated content ("UGC") to the service. We shall have the right, but not the obligation, to monitor or review any UGC at any time for any readily apparent violation of these Terms. In compliance with Section 512(c) of the Digital Millennium Copyright Act ("DMCA"), Iqsoc reserves the right to conduct a limited review of UGC for the sole purpose of identifying and rejecting UGC which violates these Terms.

You agree that you will not submit UGC which:

Impersonates another person or entity or misrepresents your affiliation with a person or entity;

Contains the private information of any third party who has not authorized the provision of that information, including but not limited to addresses, phone numbers, email addresses, social security numbers;

Is commercial in nature;

Infringes on a third party's intellectual property rights;

Is threatening, incites violence, or promotes illegal activity;

Promotes or endorses drug use, child pornography, or other illegal activities; or

Contains hate speech, nudity, or graphic or gratuitous violence.

3. OUR INTELLECTUAL PROPERTY

All right, title, interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Iqsoc and its licensors. Iqsoc is the exclusive owner of trademark rights in the IQSOC mark, and others. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Iqsoc name or any of the Iqsoc trademarks, logos, domain names, and other distinctive brand features, in whole or in part, except as expressly authorized by Iqsoc. This prohibition includes, but is not limited to, unauthorized copying or distribution of any of the Content displayed or used on Iqsoc, framing Content from Iqsoc, or creating any unauthorized derivative work.

We use third-party trademarks on Iqsoc websites to identify the owners of these marks. Use of any third-party trademark is intended only to identify the trademark owner and its goods and services, and is not intended to imply any association or sponsorship between the trademark owner and Iqsoc.

Any feedback, comments, or suggestions you may provide regarding Iqsoc Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

4. INTELLECTUAL PROPERTY AND DMCA

Iqsoc respects the rights of copyright and trademark owners. Please contact us at info@iqsoc.com if you believe your trademark is being used in violation of the law.

For copyright issues, Iqsoc responds to legitimate requests under the Digital Millennium Copyright Act (“DMCA”). If you believe that allegedly infringing content is available on an Iqsoc website and you are authorized to act on behalf of the owner of an exclusive right in that content, you may send a notice to info@iqsoc.com that contains the following:

Your physical or electronic signature

Your contact information, such as an email address, telephone number, or mailing address

Information that identifies the copyrighted work claimed to have been infringed, or, if your notification references multiple copyrighted works, a representative list of such works appearing on our service(s)

Information that describes the allegedly infringing material or activity that you want removed or access disabled to, and information reasonably sufficient to permit us to locate the material, such as a URL

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

If your notice substantially complies with the above requirements, we will act to remove the allegedly infringing content. Iqsoc has a policy of terminating the accounts of repeat infringers users whose content is the subject of multiple DMCA notices.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.

If you are a user of an Iqsoc Service whose content has been removed in error from one of our websites, you have the choice of sending us something called “counternotice”, or an attempt to have your content restored. Your counternotice must contain the following elements:

Your physical or electronic signature

Information that identifies the material that has been removed or to which access has been disabled and the location on our service(s) where the material previously appeared

A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled

Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Iqsoc Risk Solutions, LLC may be found, and that you will accept service of process from the person whose notification resulted in the removal of your content or their agent.

Our designated copyright agent for notice of alleged copyright infringement appearing on the service is:

Iqsoc.com, Inc.

Email: info@iqsoc.com

5. DISCLAIMERS AND LIMITATION OF LIABILITY

5.1 DISCLAIMER OF WARRANTY

YOU USE THE SERVICES AT YOUR SOLE RISK (INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, DAMAGE RESULTING ON RELIANCE ON INFORMATION FROM IQSOC, OR OTHER DAMAGES THAT RESULT FROM OBTAINING ANY CONTENT FROM THE WEBSITE, INCLUDING COMPUTER VIRUSES) EVEN IF IQSOC HAS BEEN ADVISED OF OR IS AWARE OF THE RISK OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY LAW, IQSOC PROVIDES THE WEBSITE, THE SERVICES, THE CONTENT, AND THE INFORMATION “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS,” WITHOUT WARRANTY OF ANY KIND, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IQSOC SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

NO INFORMATION OR ADVICE PROVIDED ON IQSOC WEBSITES, BY IQSOC, OR BY IQSOC’S EMPLOYEES OR AGENTS SHALL CREATE ANY WARRANTY.

IQSOC’S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. IQSOC WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE

MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH CONSUMER REPORT, AND IQSOC WILL RE-VERIFY ANY DISPUTED CONSUMER REPORT WHEN YOU MAKE A REQUEST IN ACCORDANCE WITH APPLICABLE LAWS. YOU ACKNOWLEDGE, HOWEVER, THAT IQSOC CANNOT BE AN INSURER OF, AND CANNOT GUARANTEE THE ACCURACY, VALIDITY OR COMPLETENESS OF, THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS SUBJECT TO HUMAN ERROR AND OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD PARTY SOURCES THAT ARE NOT UNDER THE CONTROL OF IQSOC AND MAY NOT ALWAYS BE ACCURATE, VALID OR COMPLETE.

5.2 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IQSOC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT, OR ACCOUNT, OR (v) NONCOMPLIANT SUBMISSION, REQUEST, AND/OR USE OF PERSONAL DATA UNDER APPLICABLE DATA PROTECTION OR CONSUMER REPORTING LAW.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF IQSOC EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID IQSOC, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT IQSOC HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

5.3 INDEMNIFICATION

You agree to defend, indemnify, and hold Iqsoc, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and related fees and expenses, resulting from, or alleged to result from, your violation of these Terms, the incorporated Policies, or your use of the Services. Further, you agree that your use of any personal data contained in a consumer report provided via the Services will be subject to applicable data protection laws and consumer reporting laws, and you agree to defend, indemnify, and hold harmless us for any third party's claim that your use of the Service, or the data obtained via the Service violates any applicable law.

We reserve the right to assume exclusive control of our defense in any matter subject to your indemnification, which shall not excuse your obligation to indemnify Iqsoc. You shall not settle any dispute subject to your indemnification under these Terms without written consent from Iqsoc.

6. GENERAL TERMS

6.1 CONTROLLING LAW AND JURISDICTION

These Terms will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. You and Iqsoc irrevocably agree to submit to the personal jurisdiction of, and to bring any claim, action, or proceeding in, the federal court in the Northern District of California or in state court in Santa Clara County, California.

6.2 LINKS TO THIRD PARTIES

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable (directly or indirectly) for the availability of such websites or resources; the content, advertising, products, or services on or available from such websites or resources; or any damage, loss, claim, or complaint caused by, arising from, or in connection with your use of or reliance on any such content, advertising, products, or services available on or through any such website or resource. Links to such websites or resources do not imply any endorsement by Iqsoc of such websites or resources or the content, advertising, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

6.3 WAIVER, SEVERABILITY, AND ASSIGNMENT

Iqsoc's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found invalid or unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our

intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Iqsoc may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

6.4 CHANGES TO THE SERVICES

We reserve the right, at any time and in our sole discretion, to amend, modify, suspend, or terminate the Services, the Content, and any part thereof without notice to you. Iqsoc shall have no liability to you or any other person or entity for any modification, suspension, termination, or loss of information.

6.5 TERM AND TERMINATION

These Terms will remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. We can suspend or terminate your access to or use of the Services, in whole or in part, at any time, immediately and without notice. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 3, 5, and 6.

Nothing in this section shall affect Iqsoc's right to change, limit, or stop the provision of the Services without prior notice, as provided above in section 6.4.

6.6 HEADINGS

The headings of the sections contained in these Terms are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of the Terms.

6.7 MODIFICATION OF TERMS

From time to time, and in our sole discretion, we may revise these Terms. If the revision, in our sole discretion, is material we will notify you via an email sent to the email address associated with your account, or by means of a notice posted on this website. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

6.8 NOTIFICATION

By entering into and accepting these Terms, you agree and consent to receive electronically all communications, agreements, notices, documents and disclosures relating to these Terms and your use of the Services (collectively, "Communications") as permitted by the Electronic Signatures in Global and National Commerce Act, 15 USC §7001, et seq. ("E-SIGN Act") and the Uniform

Electronic Transactions Act. Communications include agreements and policies you agree to (for example, and not by way of limitation, these Terms, including the Privacy Policy), including updates to these agreements or policies; annual disclosures; transaction receipts or confirmations; statements and transaction history; and any other transaction information or other information related to the Services. You have the right to withdraw your consent at any time. If consent is withdrawn, Iqsoc reserves the right to discontinue your access to the Services, terminate any and all agreements with you, and/or charge you additional fees for paper copies.

6.9 ENTIRE AGREEMENT

These Terms, as well as the incorporated Privacy Policy, Payment Policy, and Additional Service Terms you agree to, are the entire and exclusive agreement between you and Iqsoc, and these Terms supersede and replace any prior agreements between Iqsoc and you regarding the Services. However, the foregoing does not supersede or replace any Master Services Agreement, Order Form, or other written agreement between you and Iqsoc, that is explicitly in addition to or replaces these Terms. These Terms create no third party beneficiary rights.

6.10 FORCE MAJEURE

Neither you nor Iqsoc shall be liable to the other for any act, failure to perform, delay in performance, event or circumstance under this Agreement if, and to the extent that such act, failure to perform, delay in performance, event or circumstance is caused by conditions beyond the delayed Party's reasonable control and which, by the exercise of reasonable diligence, the delayed Party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God; strikes, boycotts, or other concerted acts of workmen; laws, regulations, or other orders of public authorities; military action, state of war, epidemic, pandemic, or other national emergency; fire, or flood, or any other cause beyond the reasonable control of the party invoking this section (collectively, a "Force Majeure"). The Party affected by any such force majeure event or occurrence shall give the other Party written notice of said event or occurrence within a commercially reasonable time following such event or occurrence.

6.11 CONFIDENTIALITY

Definition of "Confidential Information". "Confidential Information" shall mean any and all technical and non-technical information disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party") and labeled at the time of such disclosure as "Confidential" or bearing a similar legend, and all other information that the Parties knew, or reasonably should have known, was the Confidential Information of the other Party. Confidential Information may include, without limitation: (i) trade secrets, inventions, ideas, processes, computer source

and object code, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; or (ii) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers. Confidential Information includes personal information, except that the Exclusions set forth below do not apply. For clarity, nothing shall limit Iqsoc's ability to provide the Services to its other customers based on personal information provided by those third parties to Iqsoc, even if that personal information is identical, in whole or in part, to personal information provided by Customer. Notwithstanding the foregoing, Recipient has no obligation to return or destroy Discloser's Confidential Information backed up from a computer system for archival purposes in the ordinary course of Recipient's business, and which may only be used only as necessary to comply with law, provided that Confidential Information remains subject to all applicable obligations under this Agreement for the duration of the archival retention period.

Confidentiality Obligations. Subject to the Exclusions section below, Receiving Party agrees that it will (i) hold in confidence and not disclose to any third party any Confidential Information of Disclosing Party; (ii) protect such Confidential Information with at least the same degree of care that Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care; (iii) use Disclosing Party's Confidential Information for no purpose other than performing said Party's obligations under this Agreement; (iv) limit access to Disclosing Party's Confidential Information to those of Receiving Party's employees or authorized representatives having a need to know who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (v) promptly notify Disclosing Party upon discovery of any loss or unauthorized disclosure of Disclosing Party's Confidential Information. The Parties agree that neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party. Subject to any legally-mandated retention requirements, Receiving Party agrees to securely destroy or return any Confidential Information still in its possession upon termination of this Agreement.

Exclusions. Receiving Party has no obligations under this Agreement with respect to any portion of Disclosing Party's Confidential Information if such Receiving Party can demonstrate with competent evidence that such portion (i) was in the public domain at the time it was communicated to Receiving Party by Disclosing Party; (ii) entered into the public domain subsequent to the time it was communicated to Receiving Party by Disclosing Party, through no fault of Receiving Party; (iii) was in Receiving Party's possession free of any obligation of confidence prior to the time it was communicated to Receiving Party; (iv) was developed by employees or agents of Receiving Party independently of and without reference to any information communicated to Receiving Party by Disclosing Party; or (v) was communicated by Disclosing Party to an unaffiliated third party free of any

obligation of confidence. Notwithstanding the above, Receiving Party may disclose Disclosing Party's Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that Receiving Party gives Disclosing Party reasonable prior notice of such disclosure and makes a reasonable effort to obtain, or to assist Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

6.12 CLASS ACTION WAIVER

BY USING THE SERVICES, INCLUDING ACCESSING YOUR SCREENING REPORT THROUGH THE APPLICATION AND USING THE REPORT FEATURES ASSOCIATED THEREWITH, YOU ACKNOWLEDGE THAT IQSOC IS OFFERING THESE SERVICES UNDER THE TERMS PRESENTED HEREIN. AS PARTIAL CONSIDERATION FOR YOUR USE OF THESE SERVICES, INCLUDING ACCESSING YOUR SCREENING REPORT THROUGH THE APPLICATION AND USING THE REPORT FEATURES ASSOCIATED THEREWITH, YOU AGREE THAT YOU MAY BRING A CLAIM AGAINST IQSOC REGARDING YOUR USE OF THE SERVICES ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A CLASS PLAINTIFF, CLASS REPRESENTATIVE, CLASS MEMBER, OR AN ADVERSE PARTY IN ANY WAY IN A CLASS-ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR OTHER PROCEEDING WHERE AN INDIVIDUAL ACTS IN A REPRESENTATIVE CAPACITY. ADDITIONALLY, YOU ACKNOWLEDGE THAT PART OF THE PRICE YOU ARE PAYING TO USE THESE SERVICES IS YOUR ACCEPTANCE OF THESE TERMS OF SERVICE INCLUDING THIS CLASS ACTION WAIVER. IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS, YOU SHOULD NOT CONTINUE YOUR USE OF THE SERVICES. NOTHING IN THIS PARAGRAPH, HOWEVER, LIMITS YOUR RIGHTS TO BRING A LAWSUIT AS AN INDIVIDUAL PLAINTIFF, INCLUDING IN SMALL CLAIMS COURT, SUBJECT TO SECTION 6.1 ABOVE.