

**CONNECTFOR, INC. D/B/A SANDBOX  
TERMS OF SERVICE**

**Last Updated: December 16, 2022**

Welcome, and thank you for your interest in Sandbox! We appreciate you reviewing and following these guidelines so that we can help leaders turn every project into a passion project. These terms of service (“**Terms**”) are between you and ConnectFor, Inc. d/b/a Sandbox (“**Sandbox**” “**we**,” “**our**,” or “**us**”), and establish the terms that apply to you when you use the Services (as defined below).

BY USING THE SERVICES OR BY CLICKING “I AGREE” YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND YOUR AGREEMENT TO BE BOUND BY THESE TERMS. YOU MAY NOT USE THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS. We are constantly improving the Services, so these Terms may need to change as we do. We can change these Terms at any time, and if we do, we will make reasonable efforts to provide you with prior notice of any material changes. Your continued use of the Services after any change to these Terms means that you accept the new version. You should consult these Terms each time you access the Services to view any changes. These Terms were last modified on the date indicated above.

**AS DESCRIBED BELOW, THESE TERMS PROVIDE FOR THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO YOU IN A DISPUTE. YOU CAN OPT OUT OF THIS AGREEMENT TO ARBITRATE BY CONTACTING [INFO@SANDBOXTOGETHER.COM](mailto:INFO@SANDBOXTOGETHER.COM) WITHIN 30 DAYS AFTER FIRST ACCEPTING THESE TERMS AND STATING YOUR FIRST AND LAST NAME AND THAT YOU DECLINE THIS AGREEMENT TO ARBITRATE.**

Please review our Privacy Policy (located at [Privacy Policy link](#)) which explains how we collect, use, and share information about you when you access or use the Services. By accepting these Terms, you agree to the Privacy Policy.

**1. Use of the Services.**

A. **Services.** The “**Services**” include: (1) Sandbox’s website (located at [www.sandboxtogether.com](http://www.sandboxtogether.com) (the “**Site**”) and software-as-a-service platform located at [app.sandboxtogether.com](http://app.sandboxtogether.com) (the “**App**”) as may be updated, relocated, or otherwise modified from time to time; and (2) all content on the Site and App and all intellectual property rights arising out of or related to the foregoing. The Services allow users to pick or appoint team members to certain projects based on users’ interests. Any person who accesses or uses the Services, whether on their own behalf or on behalf of any third party, is a “**User**.”

B. **License.** Subject to your compliance with these Terms, Sandbox hereby grants you a non-exclusive, revocable, non-transferable license to access the Site and use the App; in each case, solely for your personal use.

**2. Accounts; Registration; Restrictions.**

A. **Sandbox Users.** To access most features of the Services, you must register for an account. You must complete the registration process by providing us with current, complete, and accurate information, as prompted by the applicable registration form.

B. **Accuracy of Information.** You acknowledge that if you provide any information to us that is not current, complete, and accurate, Sandbox may terminate these Terms and your continued access and use of the Services. You agree to update your information if it is no longer current, complete, and accurate.

C. **Closing your Account.** You may close your account at any time and without cost, but you will remain liable for any outstanding purchases as well as any fees or other charges incurred in connection with your account. Sandbox will not issue refunds for amounts previously incurred through our Services once you close your account. You can close your account by emailing [info@sandboxtogether.com](mailto:info@sandboxtogether.com) or via in-App or in-Site support.

D. **Eligibility.** You represent and warrant that: (1) you are at least 18 years of age; (2) you have not been previously suspended or removed from the Services; and (3) your registration and your use of the Services are in compliance with all applicable laws. Sandbox provides the Services from the United States. If you are using the Services from outside the United States, the Services may not be appropriate or permitted under applicable law. It is your responsibility to use the Services in accordance with all applicable law in any jurisdiction that applies to you.

E. **Credentials.** As part of the registration process, you might be asked to select a username, password, or other login credentials. You are responsible for maintaining the security and confidentiality of your login credentials. You agree to notify Sandbox immediately of any unauthorized use of your account or any other breach of security. To notify us, contact us at [info@sandboxtogether.com](mailto:info@sandboxtogether.com). You are responsible for all use of the Services occurring under your account and all content posted with your account on the Services. You may not share your login credentials with any third party. Sandbox will not be liable for any loss that you incur as a result of someone else using your login credentials or account.

F. **Your Responsibilities.** You may use the Services solely for lawful purposes, and you may not (and you may not allow or assist any third party to):

(1) Use the Services to intimidate, dehumanize, threaten, discriminate, or otherwise negatively affect other Users based on their interests;

(2) use, copy, modify, create derivative works, install, transfer, or distribute the Services, except as specifically described in these Terms and any usage limitations communicated to you;

(3) rent, lease, or otherwise permit third parties to use the Services, or reformat, mirror, or frame any portion of the Services;

(4) circumvent or disable any security features of the Services, or probe, scan, or test the vulnerability of the Services;

(5) gain unauthorized access to the Services, to other Users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Services;

(6) use the Services to distribute any viruses or other malicious code, or to transmit large amounts of data in a way that would be expected to have a detrimental effect on the Services;

(7) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or reproduce or circumvent the navigational structure or presentation of the Services or its contents;

(8) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the Services (except to the extent this restriction is prohibited by applicable law);

(9) use the Services to transmit (i) any content or information that is unlawful, fraudulent, threatening, harassing, abusive, hateful, libelous, defamatory, obscene or otherwise objectionable, (ii) any material, non-public information about individuals or companies without the authorization to do so, (iii) any trade secret of any third party, and/or (iv) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming or flooding;

(10) restrict, discourage, or inhibit any other User from using the Services;

(11) disclose personal information about a third party or another User on the Services or obtained from the Services without the consent of such third party or User, or solicit, harvest, or collect information about other Users without their consent;

(12) violate any applicable international, federal, state, provincial, or local laws or regulations;

(13) use the Services in violation of Sandbox's or any third party's intellectual property or other rights;

(14) express or imply that any statements you make are endorsed by Sandbox, without

our prior written consent in each instance; or

- (15) use or access the Services to build a competing product or service.

We may take any legal action and implement any technical remedies to prevent the violation of these restrictions and to enforce these Terms.

### 3. **Payment; Subscription.**

A. **Payment.** Certain features within the Services may require you to pay fees, including one-time fees or fees on a subscription basis, and may provide you the option to activate recurring automatic payments for recurring fees. All prices are in U.S. Dollars unless otherwise indicated. Before you pay any fees, including before activating or updating any recurring payments, you will have an opportunity to review the fees that you will be charged before you accept them. If you activate or update recurring payments through the Services, you authorize Sandbox or its third-party service providers to periodically charge, until cancellation, all accrued sums. Recurring subscriptions automatically renew unless they are cancelled via a method described in the Services at least 24 hours before the end of the current subscription period.

B. **Payment Processing.** Payment processing services for Sandbox may be provided by our third-party payment processors, which may include Stripe, Inc. You agree to provide Sandbox with current, accurate, and complete information about you and your payment methods (billing address, credit card number, expiration date, etc.). You authorize Sandbox to share it and transaction information with Sandbox's payment processing services provider, and you authorize the payment processing services provider to process that information in accordance with its privacy policy. Stripe, Inc.'s privacy policy is available at <https://stripe.com/privacy>.

C. **Free Trials.** Sandbox may offer a free trial period during which you can use the Services for a limited period of time. You can manage or cancel the trial subscription through any methods described in the Services.

### 4. **Content Submitted to the Services.**

A. **User Content.** Certain features of the Services may permit Users to upload and publish content to the Services, including posts for the community or project related information ("**User Content**"). You own any User Content you provide. Except as expressly described in these Terms, no ownership rights in the User Content are transferred to Sandbox by these Terms.

B. **License to Sandbox.** By sending us User Content or by posting or publishing it to the Services, you grant Sandbox and its designees a worldwide, non-exclusive, sublicenseable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publish, publicly display, and use such User Content in any media now known or hereafter developed, to provide the Services to you and other Users and to enhance and develop the Services, including by marketing and advertising the Services, without compensation to you.

C. **Responsibility for User Content.** You are solely responsible for your User Content and the consequences of posting it on the Services. None of the User Content will be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. Sandbox may (but is not obligated to) remove or alter any User Content at any time for any reason. We neither endorse nor are responsible for any User Content. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages, or for any results obtained from the use of such information. The opinions expressed on the Services by Users reflect solely the opinions of the Users and do not reflect the opinions of Sandbox. If you believe User Content violates these Terms or any policies we provide, please contact Sandbox immediately at [info@sandboxtogether.com](mailto:info@sandboxtogether.com) so that we can consider its editing or removal. You understand that when using the Services, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You hereby waive any legal or equitable right or remedy you may have against Sandbox with respect to User Content.

D. **Automated Processing.** Sandbox may use User Content to make recommendations for projects that may be useful or interesting to User. For example, Sandbox may use User's personal interest information to recommend projects to User.

5. **Optional Third-Party Services.** Sandbox and third parties may make available integrations between the Services and third-party products or services (“**Third-Party Services**”) that you may elect to use. Any use by you of such Third-Party Services is solely between you and the applicable Third-Party Service provider. Because the Third-Party Services rely on the Third-Party Service provider’s continued operation, Sandbox does not warrant or provide support for Third-Party Services. Sandbox is not responsible for any violations of applicable law by Third-Party Service providers, or for any liability arising from your use of Third-Party Services. Sandbox does not guarantee the continued availability of any Third-Party Services (or any integration with Third-Party Services or related Services features), and if such Third-Party Services or related features are discontinued, you will not be entitled to any refund, credit, or other compensation. Depending on your location, certain Third-Party Services may not be available to you.

6. **Ownership.**

A. **Sandbox IP.** The Services, including any content, modifications, and updates, and all intellectual property rights therein (collectively, “**Sandbox IP**”), are owned by Sandbox and its licensors. No ownership rights in the Sandbox IP are transferred to you by these Terms. You do not have any rights in or to the Sandbox IP except for the limited express rights granted in these Terms.

B. **Trademarks.** You acknowledge that Sandbox has acquired, and is the owner of, common law or registered trademark rights in the name and word mark “Sandbox” and “ConnectFor” and in the other marks and design marks displayed on the Services. You acknowledge that these names and marks are famous and internationally known. You will not challenge the validity of, or Sandbox’s ownership of, the foregoing names or marks, and you waive any rights you may have to do so. You may not use our names or marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. All use of the foregoing names and marks by you will inure exclusively to Sandbox’s benefit.

C. **Feedback.** If you give Sandbox feedback, comments, or suggestions concerning the Services (collectively, “**Feedback**”), you hereby assign to Sandbox all right, title, and interest in and to the Feedback, and Sandbox is free to use the Feedback without payment, attribution, or restriction.

7. **Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Sandbox infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

A. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

B. identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Services are covered by a single notification, a representative list of such works);

C. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Sandbox to locate the material on the Services;

D. the name, address, telephone number, and email address (if available) of the complaining party;

E. a statement that the complaining party has 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; and

F. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Sandbox a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see [www.copyright.gov](http://www.copyright.gov) for details. Notices and counter-notices with respect to the Services should be sent to [info@sandboxtogether.com](mailto:info@sandboxtogether.com). We suggest that you consult your legal advisor before filing a notice or counter-notice. Be aware that there can be penalties for false claims under the DMCA.

8. **Confidentiality.** In the course of providing the Services, Sandbox may disclose or make available to you information about its business. You acknowledge that all knowledge, information, and data provided by Sandbox to you with respect to the business, operations, and marketing of Sandbox's products and services that is not generally known or publicly available, whether or not designated as "confidential," is Sandbox's confidential information and you will not use or disclose such confidential information to any third party without Sandbox's prior written consent.

9. **Data.**

A. **Usage Data.** Sandbox may collect and analyze data relating to your use of the Services that is aggregated and/or deidentified in such a way that it is not associated with you ("**Usage Data**") and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including information provided by third-party analytical tools). Sandbox may analyze, process, collect, and use Usage Data for any purpose, including for research purposes, improving the Services and developing new products, services, features, and functionality.

B. **Special Notice for International Use.** Recognizing the global nature of the Internet, you agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside. If you are using the Services from the European Union or other regions with laws governing data collection and use, then you agree to the transfer and processing of your information to and in the United States.

10. **Consent to Electronic Communications.**

A. **Administrative Communications.** By using the Services, you agree that we may communicate with you electronically regarding registration, security, privacy, and administrative issues relating to your use of the Services.

B. **Consent.** You consent to receiving our email newsletter and other marketing-related emails from us. If you wish to remove yourself from our email list for such marketing-related emails, please use the unsubscribe link in any email received from us.

11. **Term and Termination.**

A. **Term.** The term of these Terms will commence on the date on which you first access or use the Services and will continue as long as you continue until terminated.

B. **Termination.** If you breach (or if Sandbox suspects you have breached) these Terms, Sandbox may, in its sole discretion, terminate these Terms and your User account and/or limit, suspend, or terminate your access to the Apps or Services, with or without notice. You may terminate these Terms by contacting us at [info@sandboxtogether.com](mailto:info@sandboxtogether.com).

C. **Effect of Termination.** Upon termination of these Terms, you remain obligated to pay any outstanding fees relating to your use of the Services that were incurred prior to termination. The following Sections of these Terms will survive termination of these Terms: 0, 0, 6 - 0, 0, and 0 - **Error! Reference source not found.** Either party's termination of these Terms is without prejudice to any other remedies it may have at law or in equity, and does not relieve either party of liability for breaches occurring prior to the effective date of termination. Neither party will be liable to the other for damages arising solely as a result of terminating these Terms.

D. **Deactivation.** Sandbox may, without notice to you: (1) restrict, deactivate, or terminate your access to the Services (or any portion); or (2) terminate or modify the Services (or any portion). Sandbox will not be liable to you or any third party for any termination of or modification to the Services regardless of the reason for such termination or modification. If you are dissatisfied with any termination or modification of the Services, your only remedy is to stop using the Services.

12. **Representations and Warranties; Disclaimer.**

A. **User Content.** You represent and warrant that: (1) you are the creator and owner of any User Content you provide or otherwise have sufficient rights and authority to grant the rights granted to Sandbox in these Terms; (2) Sandbox's use of your User Content in accordance with these Terms will not infringe, violate, or misappropriate any third-party right, including any intellectual property right, proprietary

right, or privacy right; (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and (4) unless you have received prior written authorization, your User Content does not contain any confidential information of any third party.

B. **DISCLAIMER.** SANDBOX MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, THIRD-PARTY SERVICES, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SANDBOX DOES NOT WARRANT THAT THE SERVICES, OR THIRD-PARTY SERVICES WILL SATISFY YOUR REQUIREMENTS, ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SERVICES, OR THIRD-PARTY SERVICES WILL BE UNINTERRUPTED. Some jurisdictions may limit or prohibit warranty disclaimers, and this Section 0 will apply solely to the extent permitted under applicable law.

### 13. **Indemnification.**

A. **Defense.** At Sandbox’s option and request, you will defend Sandbox, its affiliates, and their respective directors, officers, employees, agents, and contractors (the “**Sandbox Parties**”) from any actual or threatened third-party claim, proceeding, or suit arising out of or based on: (1) your breach of any representation, warranty, or covenant in these Terms; (2) your violation of applicable law or any third-party intellectual property, proprietary, or privacy right; (3) any dispute between you and any other User or any third party; or (4) your use of the Services in a manner not authorized under these Terms (each, a “**Claim**”). If Sandbox requests you to defend a Sandbox Party from any Claim, Sandbox will: (a) give you prompt written notice of the Claim; (b) grant you full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as you may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. Notwithstanding the previous sentence, you may not enter into any settlement that involves an admission of guilt or liability of a Sandbox Party without Sandbox’s prior written consent. Sandbox may participate in the defense of a Claim at its own expense and with counsel of its own choosing.

B. **Indemnification.** You will indemnify the Sandbox Parties from and pay: (1) all damages, costs, and attorneys’ fees finally awarded against a Sandbox Party in any Claim; (2) all out-of-pocket costs (including attorneys’ fees) reasonably incurred by a Sandbox Party in connection with the defense of a Claim; and (3) all amounts that you agree to pay to any third party to settle any Claim.

### 14. **Limitation of Liability.**

A. **EXCLUSION OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SANDBOX NOR ANY SANDBOX PARTY WILL BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF SANDBOX IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. SANDBOX SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF YOUR RECEIPT OR PROVISION OF ANY THIRD-PARTY SERVICES.

B. **DAMAGES CAP.** SANDBOX’S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (1) THE AMOUNT OF FEES PAID BY YOU TO SANDBOX DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION); OR (2) \$100.

15. **New Jersey Notice.** IF YOU ARE A RESIDENT OF NEW JERSEY, SECTIONS 0 (DISCLAIMER) AND 0 (LIMITATION OF LIABILITY) ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

16. **Release.** If you have a dispute with one or more Users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from all claims, demands, and damages (actual and consequential) of every kind, known and unknown, arising out of or in any way connected with such disputes. **You expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

17. **Arbitration.**

A. **Generally.** If you are not a resident of the United States, this Section 0 (Arbitration) will only apply to you to the extent applicable law in your country of residence permits. In the interest of resolving disputes between you and Sandbox in the most expedient and cost-effective manner, you and Sandbox agree that any dispute arising out of or related to these Terms or your use of the Services will be resolved by binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Services, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the expiration or termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND SANBOX ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION. YOU FURTHER UNDERSTAND THAT THIS SECTION 0 WILL APPLY TO YOU AND SANBOX UNLESS YOU CHOOSE TO OPT OUT PURSUANT TO SECTION 0 (OPT OUT).

Whether to agree to arbitration is an important decision. It is your decision to make, and you should not rely solely on the information provided in these Terms, as they are not intended to contain a complete explanation of the consequences of arbitration. You should take further steps to conduct research and to consult with others, including an attorney, regarding the consequences of your decision, just as you would when making any other important business or life decision.

B. **Exceptions.** Despite the provisions of Section 0 (Generally), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (1) bring an individual action in small claims court; (2) bring an action in a court pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.; (3) seek injunctive relief in a court of law; or (4) file suit in a court of law to address an intellectual property infringement claim.

C. **Arbitrator.** Any arbitration between you and Sandbox will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Sandbox. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

D. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party within the applicable statute of limitations period (“**Notice**”). Sandbox’s email address for Notice is [info@sandboxtogether.com](mailto:info@sandboxtogether.com). The Notice must: (1) describe the nature and basis of the claim or dispute; (2) set forth the specific relief sought; and (3) if you are sending the Notice to Sandbox, include your name and address (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 45 days after the Notice is received, you or Sandbox may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Sandbox must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Sandbox will pay you the highest of the following: (a) the amount awarded by the arbitrator, if any; (b) the last written settlement amount offered by Sandbox in settlement of the dispute prior to the arbitrator’s award; or (c) \$1,000.

E. **Fees; Location; Language.** If you commence arbitration in accordance with these Terms, Sandbox will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any

arbitration hearing will take place at a location to be agreed upon in New York, New York but if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance-based telephone hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Sandbox for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. The language of the arbitration shall be English, unless you do not speak English, in which case the arbitration shall be conducted in both English and your native language.

F. **Confidentiality.** The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties, and the decisions made by the arbitrator, including its awards, except as required by applicable law and to the extent not already in the public domain.

G. **No Class Actions.** YOU AND SANDBOX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING (OTHER THAN ACTIONS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE § 2698 ET SEQ., WHICH ARE NOT COVERED BY THIS SECTION 0 (ARBITRATION)). Unless both you and Sandbox agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

H. **Modifications to this Arbitration Provision.** If Sandbox makes any future change to this arbitration provision, other than a change to Sandbox's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Sandbox's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Sandbox. If you do not send such written notice, your continued use of the Services following any such change means that you have consented to such change.

I. **Enforceability.** If Section 0 (No Class Actions) is found to be unenforceable or if the entirety of this Section 17 (Arbitration) is found to be unenforceable, then the entirety of this Section 0 will be null and void and the exclusive jurisdiction and venue described in Section 0 (Governing Law) will govern any action arising out of or related to these Terms or your use of the Services.

J. **Opt Out.** Arbitration is not a mandatory condition of these Terms. If you do not want to be subject to this Section 0 (Arbitration), you may opt out by notifying Sandbox in writing of your decision by sending, within 30 days after the effective date of these Terms, an email to [info@sandboxtogether.com](mailto:info@sandboxtogether.com), stating clearly your full name, address, and intent to opt out of this Section 0. Should you choose not to opt out within the 30-day period, you and Sandbox will be bound by the terms of this Section 0. You have the right to consult with counsel of your choice concerning regarding your right to opt out of this Section 0, and you understand that you will not be subject to retaliation if you exercise your right to opt out.

18. **Cooperation with Authorities.** Sandbox may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Sandbox may disclose any information as Sandbox deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Sandbox's sole discretion.

19. **Protected Activity Not Prohibited.** Nothing in these Terms limit or prohibit you from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in, any investigation or proceeding that may be conducted by any international, federal, state, provincial, or local government agency or commission ("**Protected Activity**"). In connection with such Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving



authorization from, Sandbox. In making any such disclosures or communications, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Sandbox confidential information to any parties other than the applicable government agencies.

20. **Compliance with Applicable Law.** User will comply with all applicable international, federal, state, provincial, and local laws, regulations, binding regulatory guidance, directives, and governmental requirements in connection with exercising its rights or performing its obligations under these Terms.

21. **Publicity.** We may publicly list the team, company, or organization that you work for, or that you are otherwise a part of, as a customer of Sandbox and use their trademark, trade name, or logo for marketing or promotional purposes and in other communication with existing or potential Sandbox customers, resellers, or investors. You represent and warrant that you have sufficient rights and authority to grant the rights granted to Sandbox in this section.

22. **Miscellaneous.**

A. **Subcontractors.** Sandbox may use subcontractors or other third parties to perform its obligations under these Terms, but Sandbox will remain responsible for all such obligations.

B. **Governing Law.** These Terms are governed by New York law without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Subject to Section 0 (Arbitration), all claims arising under these Terms will be litigated exclusively in the federal or state courts of New York, New York. The parties submit to the jurisdiction of those courts. In any proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorneys' fees.

C. **Injunctive Relief.** If you breach Sections 0 (Accounts; Registration; Restrictions), 0 (Ownership), or 0 (Confidentiality), Sandbox may suffer irreparable harm, and monetary damages may be inadequate to compensate Sandbox. Accordingly, Sandbox may, in addition to any other remedies available, seek injunctive or other equitable relief in response to any such breach.

D. **Further Assurances.** You agree to execute and deliver any documents or instruments, and take any further actions that are reasonably required, to provide the other party the full benefits and rights described in these Terms.

E. **Assignment.** You may not assign these Terms or delegate your performance without Sandbox's prior written consent, and any attempt to do so is void. Sandbox may assign or transfer these Terms without your consent. These Terms are binding upon and inure to the benefit of the parties' permitted successors and assigns.

F. **Severability.** If any provision of these Terms or portion of a provision is invalid, illegal, or unenforceable, the rest of these Terms will remain in effect.

G. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.

H. **Entire Agreement.** These Terms constitute the entire agreement and supersede any other agreement of the parties relating to their subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, or supplement these Terms.

I. **Nature of Rights.** The licenses granted under these Terms are rights in "intellectual property" within the scope of Section 101 (or its successors) of the United States Bankruptcy Code (the "Code"). Each party as licensee will have and may fully exercise all rights available to a licensee under the Code, including under Section 365(n) or its successors.

J. **Relationship.** Neither Sandbox's provision of the App to you, nor your access to and use of the Services, creates any direct business relationship between you and Sandbox. You acknowledge and agree that these Terms are not an employment agreement, nor does it create an employment or contractor relationship, between you and Sandbox; and no joint venture, partnership, or agency relationship exists between you and Sandbox. As a User, YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF SANDBOX. YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY,

PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF SANDBOX, INCLUDING BY INAPPROPRIATELY USING ANY SANDBOX IP.

K. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of these Terms.

L. **Notices.** All notices under these Terms must be in writing, and will be considered given: (1) upon delivery, if delivered personally or by internationally recognized courier service; (2) three business days after being sent, if delivered by U.S. registered or certified mail (return receipt requested); or (3) upon acknowledgement of receipt, if delivered by email. Either party may update its notice address by notice to the other party in accordance with this Section 220. All notices to Sandbox will be sent to:

ConnectFor, Inc. d/b/a Sandbox  
90 East End Ave, apt 11A,  
New York, NY 10028  
Email: [info@sandboxtogether.com](mailto:info@sandboxtogether.com)  
Attn: Legal

M. **Force Majeure.** Sandbox will not be liable for any delay or failure to perform under these Terms as a result of any cause or condition beyond Sandbox's reasonable control (a "**Force Majeure Event**"), so long as Sandbox uses reasonable efforts to avoid or remove those causes of delay or non-performance. If a Force Majeure Event causes Sandbox to delay or fail to perform its obligations under these Terms for 30 consecutive days, either party may terminate these Terms.

N. **Interpretation.** If Sandbox provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version will prevail. Any heading, caption, or section title contained in these Terms is for convenience only, and does not define or explain any provision. Any use of the term "including" or variations thereof should be construed as if followed by the phrase "without limitation."

23. **NOTICE FOR CALIFORNIA USERS.** Under California Civil Code Section 1789.3, Users located in California are entitled to the following notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

24. **Contact Us.** If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at [info@sandboxtogether.com](mailto:info@sandboxtogether.com).