Terms of Use

UNITED STATES - TERMS OF USE

Last Updated: 29 December 2024

Please read these "Terms of Use" carefully as they set out the basis on which you are allowed to use the mobile application and web-based application (the "Platform"), and the services, features, content, applications, websites, or widgets (the "Services") offered by Markit Social Inc. ("Markit," "Markit AI,""we," "us" or "our"). If you have any questions about the Platform or Services, please contact us at hello@markitai.com before registering to use the Platform or the Services.

BY INSTALLING OR OTHERWISE ACCESSING OR USING THE PLATFORM OR SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE PLATFORM OR SERVICES.

AS PROVIDED IN GREATER DETAIL IN SECTION 11 BELOW (AND WITHOUT LIMITING THE EXPRESS LANGUAGE OF THAT SECTION), YOU ACKNOWLEDGE THAT (1) DISPUTES ARISING BETWEEN YOU AND MARKIT IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF THE PLATFORM OR SERVICES WILL BE RESOLVED BY BINDING ARBITRATION, AND (2) BY ACCEPTING THESE TERMS OF USE, YOU AND MARKIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

1. ABOUT US

1.1 Markit is a text marketing platform that helps businesses/creators ("Creators") reach their audience ("Recipients") with text. When we use the word "you" in these Terms, it refers to any user, regardless of whether he or she is a Creator or a Recipient, while if we use one of those specific terms, it only applies to that category of user.

1.3 Recipients are responsible for making their own determinations regarding Creators and the services provided by those Creators (together, "Events"). Markit is only responsible for connecting Creators and Recipients, and can't and won't be responsible for making sure that Events are actually provided or are up to a certain standard of quality. Creators are not employees, partners, representatives, agents, joint venturers, independent contractors or franchisees of Markit. Markit does not provide any Events and does not employ individuals to perform any Events. You acknowledge that Markit does not supervise, direct, control or monitor the Events and expressly disclaims any responsibility and liability for the Events, including but not limited to any warranty or condition of good and workmanlike services, warranty or condition of quality or fitness for a particular purpose, or compliance with any law, regulation, or code.

2. OVERVIEW

2.1 Your access to and use of the Platform and Services is subject to your acceptance and compliance with these Terms of Use, our Privacy Policy and our Purchase Terms. The Privacy Policy

and Purchase Terms are hereby incorporated by this reference into these Terms of Use, and if there is any conflict or inconsistency between the Privacy Policy and/or the Purchase Terms and these Terms of Use, these Terms of Use will control to the extent of such conflict or inconsistency.

2.2 We may change these Terms of Use from time to time without prior notice so please check our website at www.about.markitai.com from time to time for any updates to them to ensure that you are happy with any changes. Revised versions of the Terms of Use will be effective upon posting to the appropriate locations in the Platform and on the Services unless we expressly specify otherwise in writing. You will be deemed to have accepted all changes to these Terms of Use if you use any portion of the Platform or Services after the updated version has been posted as described in the prior sentence. Except as expressly permitted in this Section, these Terms of Use may be amended only by a written agreement signed by authorized representatives of the parties to these Terms of Use. Disputes arising under these Terms of Use will be resolved in accordance with the version of these Terms of Use that was in effect at the time the dispute arose.

2.3 By using the Platform or Services, you agree that Markit and those acting on its behalf may send you text (SMS/RCS) messages at the cell phone number you provide to us. You understand and agree that these messages may be sent using an automatic telephone dialing system, may be deemed marketing under applicable law, and that your agreement to receive text messages is not a condition of any purchase or service offered by us. You can cancel the SMS/RCS service at any time. Just reply "STOP" to our text. After you send the SMS/RCS message "STOP" to us, we will send you an SMS/RCS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS/RCS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS/RCS messages to you again. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at hello@markitai.com. You may continue to receive text messages for a short period while we process your request, and you may also receive text messages confirming the receipt of your opt-out request. You represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications from Markit. You agree to indemnify and hold Markit harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

2.4 Accessibility

The Markit Platform, including its mobile and web apps, is designed to provide users with a seamless experience across supported devices and browsers. However, users are responsible for ensuring their devices and software meet the following minimum requirements:

- A compatible mobile device or a computer with a modern web browser supporting HTML5 and HTTPS;
- Stable internet connectivity for accessing the Platform's features and services;
- Updated operating systems and browser versions to ensure compatibility and security.

Markit is not liable for issues arising from unsupported devices, outdated software, or third-party configurations (e.g., browser extensions or plugins) that interfere with the Platform's functionality. Users encountering accessibility issues are encouraged to contact Markit's support team at hello@markitai.com for assistance.

2.5 Text Messaging Consent

By using the Service, you consent to be contacted by [Your Company Name] or its affiliates via text message (SMS and/or MMS) for marketing, informational, or other purposes, even if your telephone number is registered on any Do Not Call list. Standard messaging and data rates may apply.

2.6 Upload Legal Notice. Legal Notice for Uploading Phone Numbers

By uploading phone numbers to our platform, you acknowledge and agree to the following:

- Consent: You confirm that you have obtained explicit consent from the individuals whose phone numbers you are uploading. This consent must include permission for our company to use their phone numbers for the intended purposes.
- Data Use: The phone numbers you upload will be used in accordance with our privacy policy. We will store and process these phone numbers solely for the purposes outlined in our service description.Compliance: Our company complies with all relevant data protection and telecommunications regulations, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). By uploading phone numbers, you confirm that your actions also comply with these regulations.Privacy Policy: Please review our Privacy Policy and Terms of Service for more information on how we handle personal data. By proceeding, you agree to these terms.

If you do not have the necessary consents or if you do not agree with any part of this notice, please do not upload phone numbers.

2.7 Your mobile provider's standard messaging rates apply to our confirmation SMS/RCS and all subsequent SMS/RCS correspondence. Message and data rates may apply, according to your individual rate plan provided by your wireless carrier. Please consult your mobile service carrier's pricing plan to determine the charges for browsing data and sending and receiving text messages. Under no circumstances will we be responsible for any text messaging or wireless charges incurred by you or by a person that has access to your wireless device or telephone number. If your carrier does not permit text alerts, you may not receive our text alerts. Pre-paid phones or calling plans may not be supported. You may receive a bounce back message for every message you send to us. We will not be liable for any delays in the receipt of any SMS/RCS messages, as delivery is subject to effective transmission from your network operator. SMS/RCS message services are provided on an AS IS basis. Data obtained from you in connection with this SMS/RCS service may include your cell phone number, your provider's name, and the date, time, and content of your messages. We may use this information to contact you and to provide the Services you request from us. We will never share this information with a third party, except as expressly provided in our Privacy Policy.

3. GENERAL SERVICE DESCRIPTION

3.1 The Services enable you to acquire tickets for events, providing you with entry into venues and other establishments. We make available tickets on behalf of third party Creators who are not connected in any way with Markit. When you purchase a ticket you obtain a right to attend the event as granted by the Creator, as further described in our Purchase Terms. The third party Creators are responsible to you for the relevant events, and we are not liable for the event or any actions or inactions of the Creators or anything that occurs at any event as further described in Section 6 below.

3.2 The Services allow you to register an account which is specific to you. To provide you with access to the Platform and the Services, we must collect, process and store certain data, which we will do in accordance with our Privacy Policy.

3.3 The Platform will also provide you with gig, competition, product, and event recommendations based on your preferences, purchase history and what events people like you are going to. These recommendations will be shown to you via the Swipe, and Discovery page in the Platform.

3.4 We may, from time to time, update the Platform and the Services to provide additional functionality or services to you, or to carry out any maintenance or upgrades to existing functionality, and we can do so without any notice or liability to you.

3.5 Tickets purchased through the Services will be subject to our Purchase Terms as well as any additional terms and conditions provided to you by the Creator(s) and the venue of the event, and you acknowledge and agree that we are not a party to such additional terms and conditions. Entry to an event will be in accordance with the rules and regulations of the Creator(s) and venue of the event.

3.6 In addition to the terms in 3.5, refunds for tickets purchased are refunded at the discretion of the creator, who decides what their own refund policy per event is. The company is not liable for refunding tickets, and has no obligation to enforce creator refunding of tickets either, once a purchase has occurred. Additionally, creator refunds are only subject to a partial sum subtracting the Markit (the company) processing fees (6% + $1.59 per ticket).

4. PROPRIETARY RIGHTS AND LICENSES

4.1 As between you and Markit, all portions and components of the Platform and Services are owned solely by Markit. Without limiting the foregoing, the visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Platform and Services ("Materials") provided by Markit are protected by intellectual property and other laws, and all Materials included in the Platform and Services are the property of Markit or its third party licensors. Further, the Markit trademarks, service marks, and logos (collectively, the "Markit Trademarks") used and displayed on the Platform

or Services are Markit's registered and/or unregistered trademarks or service marks. The Markit word mark and our logo are registered trademarks and must not be used in any way without our express prior written consent. Any other product and service names located on the Platform or Services may be trademarks or service marks owned by third parties (collectively with the Markit Trademarks, the "Trademarks"). Except as otherwise permitted by law, you may not use the Trademarks to disparage Markit or the applicable third party, Markit's or a third party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any website without Markit's prior express written consent. All goodwill generated from the use of any Markit Trademark will insure solely to Markit's benefit.

4.2 Subject to your complete and ongoing compliance with these Terms of Use, Markit grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of the Platform on a mobile device that you own or control; and (b) access and use the Platform and the Services.

4.3 Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Platform or Services; (b) make modifications to the Platform or Services; (c) interfere with or circumvent any feature of the Platform or Services, including any security or access control mechanism or (d) decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services. If you are prohibited under applicable law from using the Platform or Services, you may not use it.

4.4 If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Platform or Services ("Feedback"), then you hereby grant Markit an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose without any restrictions, including to improve the Platform and/or Services and create other products and services.

4.5 All rights that we do not expressly grant to you in this Section 4 we hereby reserve, and we do not grant any implied licenses to you in these Terms of Use under any theory.

5. USER CONTENT AND DMCA NOTIFICATION

5.1 "User Content" means any content (including, without limitation, data, files, images, contacts) that you upload, post, submit, provide or otherwise transmit (collectively, "Post") to the Platform or Services, including, without limitation, text or blog comments and/or any other works subject to protection under the laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret, and copyright laws. For clarity, User Content excludes any Feedback.

5.2 You retain copyright and any other proprietary rights that you may hold in any User Content that you Post to the Platform or Services subject to the rights that you grant in these Terms of Use.

5.3 If you Post User Content to the Platform or Services, then you hereby grant to Markit a worldwide, non-exclusive, transferable, and royalty-free right and license to host, store, transmit, reproduce, distribute, create derivative works from, publicly perform and display and otherwise use and exploit your User Content, in any media now known or later created, to provide, improve, advertise, promote and market the Platform or Services and Markit's business.

5.4 You are solely responsible for your User Content and the consequences of Posting User Content on the Platform or Services. By Posting User Content on the Platform or Services, you affirm, represent, and warrant that: (a) you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions, to use, and to authorize Markit to use, your User Content as necessary to exercise the licenses granted by you in this Section; and (b) your User Content, and the use of your User Content as contemplated by these Terms of Use, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) constitute Objectionable Content (defined below); or (iii) cause Markit to violate any law or regulation.

5.5 We are under no obligation to edit or control User Content that you or other users Post on the Platform or Services, and will not be in any way responsible or liable for User Content. Markit may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms of Use or is otherwise objectionable, such as, without limitation, User Content that Markit determines is or could be interpreted to be infringing, defamatory or otherwise unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, hateful, or promoting discrimination, bigotry or racism (collectively, "Objectionable Content"). You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Markit with respect to User Content.

5.6 Markit will promptly terminate the accounts of users that are determined by Markit, in its sole discretion, to be in breach of this Agreement.

6. LIABILITY AND WARRANTY DISCLAIMERS

THE FOLLOWING TERMS IN THIS SECTION 6 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

THE PLATFORM AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ACCORDINGLY, MARKIT AND ITS LICENSORS, SUPPLIERS, PARTNERS, PARENT, SUBSIDIARIES OR AFFILIATED ENTITIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, CONSULTANTS, CONTRACT EMPLOYEES, REPRESENTATIVES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (MARKIT AND ALL SUCH PARTIES TOGETHER, THE "MARKIT PARTIES") DISCLAIMS ALL WARRANTIES RELATING TO THE PLATFORM AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE (AND INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING APPLICABLE TO ANY PURCHASES MADE ON THE PLATFORM OR SERVICES). IN NO EVENT WILL MARKIT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR

INABILITY TO USE THE PLATFORM OR SERVICES (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY PURCHASES MADE ON THE PLATFORM OR SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND THE AGGREGATE LIABILITY OF MARKIT TO YOU IS LIMITED TO U.S. $100, EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN THE PURCHASE TERMS.

ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE PLATFORM OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CREATOR, VENUE HOST AND/OR RECIPIENT), IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE MARKIT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUCCESSORS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. YOU SHALL AND HEREBY DO WAIVE CALIFORNIA CIVIL CODE SECTION 1542 OR ANY SIMILAR LAW OF ANY JURISDICTION, WHICH SAYS IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

YOU AGREE TO INDEMNIFY AND HOLD THE MARKIT PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES (ACTUAL AND CONSEQUENTIAL), LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO ANY CLAIMS RELATING TO (A) YOUR USE OF THE SERVICES (INCLUDING ANY ACTIONS TAKEN BY A THIRD PARTY USING YOUR ACCOUNT), AND (B) YOUR VIOLATION OF THESE TERMS. IN THE EVENT OF SUCH A CLAIM, SUIT, OR ACTION ("CLAIM"), WE WILL ATTEMPT TO PROVIDE NOTICE OF THE CLAIM TO THE CONTACT INFORMATION WE HAVE FOR YOUR ACCOUNT (PROVIDED THAT FAILURE TO DELIVER SUCH NOTICE SHALL NOT ELIMINATE OR REDUCE YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER).

6.1 Indemnity for Non-Compliance

Users agree to indemnify, defend, and hold harmless Markit and its officers, directors, employees, agents, and affiliates from and against any claims, damages, fines, penalties, losses, or expenses (including reasonable attorneys' fees) arising out of or related to:

- The user's failure to obtain proper consent for SMS/RCS communications in compliance with applicable laws, including but not limited to the TCPA, GDPR, and CCPA;
- The misuse or unauthorized sharing of phone numbers exported from the platform;
- Any breach of these Terms of Use or applicable laws in connection with the user's SMS/RCS marketing activities.

This indemnity obligation extends to any regulatory investigations, claims, or actions arising from the user's non-compliance with applicable SMS/RCS marketing laws or misuse of data.

6.2 Liability for Platform Use

The Markit Platform, which includes the mobile app and the web-based application, is provided on an "as is" and "as available" basis. While Markit takes reasonable measures to ensure the security and functionality of the Platform, the following disclaimers apply:

- Markit is not liable for disruptions, delays, or unavailability of the Platform due to technical issues, maintenance, or external factors, including internet outages or browser incompatibilities;
- Markit is not responsible for any unauthorized access, data breaches, or data loss occurring as a result of user negligence, third-party browser extensions, or the failure to maintain secure login credentials;
- Users access and use the web app and mobile app at their own risk, including but not limited to risks associated with third-party software, plugins, or devices used to access the Platform;
- Markit does not guarantee uninterrupted or error-free operation of the web app or mobile app and is not responsible for any damages resulting from the use or inability to use the Platform, except as required by applicable law.

By accessing the Platform, users acknowledge and accept these limitations of liability and agree to use the Platform in compliance with these Terms of Use.

6.3 Security for Web App Use

To protect user data and ensure secure use of the web app, Markit implements industry-standard security measures, including but not limited to HTTPS encryption for data transmission. Users are responsible for adhering to the following security practices:

- Use secure and updated web browsers to access the web app;
- Avoid accessing the Platform on unsecured or public networks unless using a VPN or other security measures;
- Log out of the web app after each session, especially on shared or public devices, to prevent unauthorized access;
- Regularly update passwords and refrain from sharing login credentials with others.

Markit is not liable for unauthorized access or data breaches resulting from user negligence, including the use of outdated software or insecure networks. For questions or concerns about web app security, users can contact Markit's support team at hello@markitai.com.

6.4 Browser-Specific Terms

The Markit web app is designed to function on modern web browsers that support HTML5 and HTTPS protocols. Users are responsible for ensuring their browser is up-to-date and compatible with the Platform. Markit disclaims liability for:
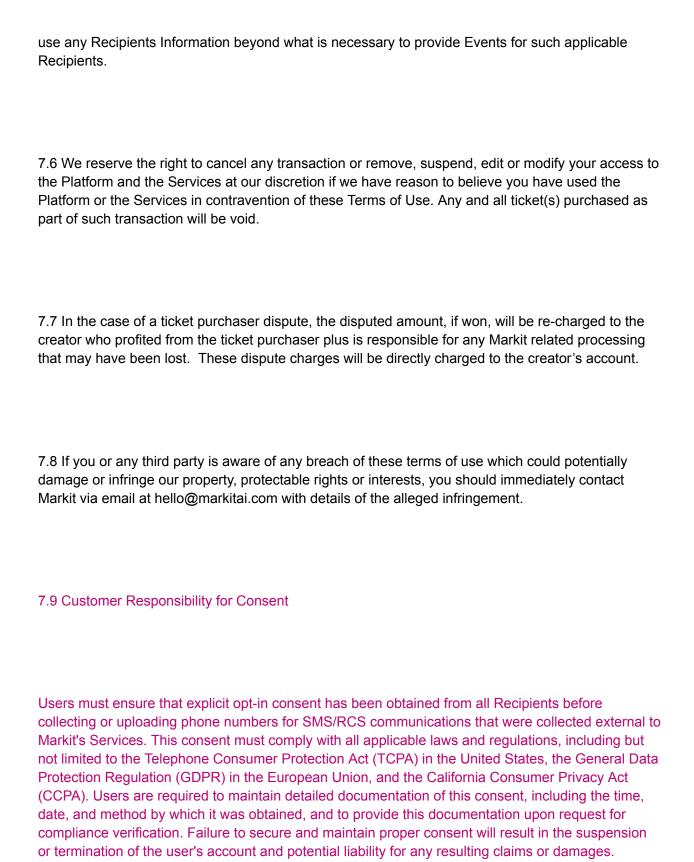
- Issues caused by unsupported browsers, outdated software, or browser configurations (e.g., extensions, plugins, or settings) that interfere with the functionality of the web app;
- Security vulnerabilities or data breaches arising from third-party browser extensions or plugins;
- Errors or disruptions caused by browser settings or third-party software that modify or obstruct the web app's performance.

Users encountering issues with browser compatibility are encouraged to contact Markit's support team at hello@markitai.com. Markit does not guarantee the functionality of the web app on all browsers and reserves the right to update browser compatibility requirements as necessary.

7. USER CONDUCT

7.1 You agree not to use the Platform and Services for any purpose prohibited by these Terms of Use. You are solely responsible for all of your activities in connection with the Platform and Services, including any activities undertaken on your account further described below.

7.2 You will need to register an account in order to purchase a ticket or other item. When registering an account, you will be required to provide certain information to use as further described in the Privacy Policy. You agree to provide us with accurate and up-to-date information as requested when registering your account, and you agree to update your details promptly if there are any changes.

7.3 In order to use the Services or Platform and Website, you must have a compatible mobile device, access to the Internet, mobile messaging and data services. Fees and charges may apply to your use of the Internet or mobile messaging services. You agree that you are responsible for any such fees or charges where these apply.

7.4 You also agree that you will not attempt to, or assist any third party in attempting to, do any of the following:

- interfere or attempt to interfere with the proper functioning of the Platform or the Services or disrupt the operations or breach the security of the Platform or the Services;
- reproduce, duplicate, copy, sell, resell, remove, modify or exploit the Platform, the Services, or their content or software in any way, except as expressly provided in these Terms of Use;
- use software, devices, or other manual or automated processes to "crawl" any page of our website, Platform or Services, including but not limited to any use of any scripts or web crawlers;
- Post any Objectionable Content on the Platform or Services; or use the Platform or Services in any way that is fraudulent or illegal or that

violates these Terms of Use.

7.5 Creators agree not to collect any information from or relating to Recipients ("Recipients Information") via the Services, beyond what is necessary to provide the Event for the applicable Recipients from or about whom such Recipients Information was collected. Creators also must not

use any Recipients Information beyond what is necessary to provide Events for such applicable Recipients.

7.6 We reserve the right to cancel any transaction or remove, suspend, edit or modify your access to the Platform and the Services at our discretion if we have reason to believe you have used the Platform or the Services in contravention of these Terms of Use. Any and all ticket(s) purchased as part of such transaction will be void.

7.7 In the case of a ticket purchaser dispute, the disputed amount, if won, will be re-charged to the creator who profited from the ticket purchaser plus is responsible for any Markit related processing that may have been lost. These dispute charges will be directly charged to the creator's account.

7.8 If you or any third party is aware of any breach of these terms of use which could potentially damage or infringe our property, protectable rights or interests, you should immediately contact Markit via email at hello@markitai.com with details of the alleged infringement.

7.9 Customer Responsibility for Consent

Users must ensure that explicit opt-in consent has been obtained from all Recipients before collecting or uploading phone numbers for SMS/RCS communications that were collected external to Markit's Services. This consent must comply with all applicable laws and regulations, including but not limited to the Telephone Consumer Protection Act (TCPA) in the United States, the General Data Protection Regulation (GDPR) in the European Union, and the California Consumer Privacy Act (CCPA). Users are required to maintain detailed documentation of this consent, including the time, date, and method by which it was obtained, and to provide this documentation upon request for compliance verification. Failure to secure and maintain proper consent will result in the suspension or termination of the user's account and potential liability for any resulting claims or damages.

7.10 Prohibited Activities Related to Exported Data
Users are strictly prohibited from:

- Using exported phone numbers for purposes outside the scope of the consent obtained from individuals;
- Selling, transferring, or sharing exported phone numbers with third parties without explicit consent from the individuals;
- Using exported phone numbers to send messages that are not in compliance with applicable SMS/RCS marketing laws, including but not limited to the TCPA, GDPR, and CCPA;
- Retaining exported phone numbers longer than necessary for the marketing purposes for which they were collected.

Any breach of these prohibitions will result in immediate account suspension or termination and potential legal action, including liability for damages or penalties arising from non-compliance.

7.10 Export Logging and Monitoring
To ensure compliance with applicable laws and the protection of user data, the platform logs all activities related to the export of phone numbers. By using the export functionality, users consent to the collection and monitoring of export-related data, including the date, time, user account, and exported data volume.

Users acknowledge and agree that the platform may review export logs to ensure compliance with these Terms of Use and applicable regulations. Any suspicious or unauthorized activity may result in immediate account suspension or termination and, where required, notification to regulatory authorities.

Users are prohibited from attempting to bypass or interfere with the platform's logging and monitoring mechaniSMS/RCS.

7.11 Notification of Violations

Users are required to promptly notify Markit if they become aware of any violations of these Terms of Use, including but not limited to:

- Unauthorized access to or misuse of exported phone numbers;
- Breaches of SMS/RCS marketing laws, such as sending messages without proper consent; or
- Any activity that compromises data integrity, security, or compliance with applicable regulations.

Notifications must be submitted in writing to hello@markitai.com with all relevant details, including the nature of the violation, the parties involved, and any supporting evidence.

Markit reserves the right to investigate reported violations and take appropriate enforcement actions, including account suspension or termination, at its sole discretion.

7.12 Export Use Limitation

Exported phone numbers and associated data must only be used for the specific marketing purposes for which the original consent was obtained. Users are strictly prohibited from:

- Repurposing exported data for activities outside the scope of consent, such as unrelated marketing campaigns;
- Sharing exported data with third parties, except as explicitly authorized by the individual whose data is shared;
- Retaining exported data longer than required to fulfill the stated purpose;
- Using exported data in a manner that violates applicable SMS/RCS marketing laws, including but not limited to the TCPA, GDPR, and CCPA.

Failure to adhere to these limitations will result in account suspension or termination and may subject the user to legal action, including regulatory penalties and claims for damages.

7.13 Handling of Unsubscribed Data

Data of recipients who have unsubscribed from communications may still be included in exported records. This inclusion is intended solely to help users maintain compliance with applicable laws, such as suppression list requirements under the TCPA, GDPR, and CAN-SPAM Act.

Users are expressly prohibited from:

- Sending any communications to individuals who have unsubscribed;
- Using unsubscribed recipients' data for purposes outside of maintaining compliance records.

Users must ensure that unsubscribed recipients' data is securely stored and handled in accordance with applicable data protection regulations. Any misuse of this data will result in immediate account suspension or termination and may lead to legal action.

7.15 Prohibited Conduct and Content

You are solely responsible for all messages, text, images, files, videos, information, or other content ("User Content") that you create, upload, transmit, or distribute via the Markit Platform, including communications sent through SMS/RCS. Markit assumes no liability for User Content and reserves the right to investigate and take appropriate actions, including content removal, account suspension, termination, and reporting violations to law enforcement. Users are prohibited from using the Platform to:

- Transmit, upload, or distribute any User Content that:
    - Violates the intellectual property, privacy, or other proprietary rights of any individual or entity;
    - Includes viruses, malware, or any malicious code intended to disrupt or harm the functionality of software, hardware, or telecommunications systems;
    - Creates security or privacy risks for others;
    - Constitutes unsolicited or unauthorized advertising, spam, or promotional content, including but not limited to chain letters, pyramid schemes, or junk messages;
    - Is illegal, harmful, misleading, fraudulent, defamatory, obscene, abusive, harassing, exploitative, or otherwise objectionable as determined at Markit's sole discretion;
    - Is related to restricted or regulated content, such as cannabis, prescription medications, or age-restricted products (e.g., alcohol, firearms, tobacco, or gambling) without complying with all applicable laws, including age verification and consent requirements;
    - Intentionally evades detection filters or anti-spam measures, including but not limited to:
        - Misspelling words or using deceptive opt-out phrases;
        - Snowshoeing, defined as distributing similar or identical messages across multiple phone numbers or accounts to evade detection or prevention mechanisms;
    - Encourages or facilitates criminal activity or provides instructions for illegal actions.
- Engage in behaviors that:
    - Interfere with the functionality or security of the Platform, servers, or networks;
    - Violate applicable laws, regulations, or the rights of others;
    - Impersonate any individual or entity or misrepresent your affiliation;
    - Solicit personal information from minors or use the Platform to exploit individuals under the age of 18;
    - Circumvent or disable content protections or geographic restrictions on the Platform;
    - Use data scraping, automated bots, or other unauthorized data collection methods to access or extract information.
- Representations and Warranties:
  By uploading or distributing User Content on the Platform, you represent and warrant that:
    - You own or have secured all necessary rights, permissions, and licenses to share the content;
    - The content does not infringe upon the intellectual property, privacy, or other rights of third parties;
    - You have obtained explicit consent from any identifiable individuals appearing in the content to use their name, image, or likeness in accordance with these Terms of Use.

Violation of this section may result in immediate suspension or termination of your account and potential legal consequences. Markit reserves the right to monitor, review, and remove content that violates these Terms at its sole discretion.

8. TERM, AND CLOSING OR TERMINATING YOUR ACCOUNT

8.1 These Terms of Use commence from the first date that you access and or use the Platform or Services until the time that these Terms of Use are terminated by you or Markit. There is no minimum time period of when these Terms of Use will be in effect.

8.2 You can uninstall the Platform at any time, using the functionality within the App or your mobile device. Please note though that deleting the Platform will not automatically result in the closure of your account. To close your account, please email us at hello@markitai.com. Once you uninstall the Platform, close your related account and cease all use of the Services, these Terms of Use will terminate.

8.3 We reserve the right to suspend or terminate your account, terminate these Terms of Use, or remove, suspend, edit or modify the Platform or the Services at any time and at our convenience by providing notice to you.

8.4 Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

9. COPYRIGHT DMCA POLICY

In accordance with the DMCA, we've adopted the following policy toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

9.1 Procedure for Reporting Copyright Infringements. If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to Markit's Designated Agent to Receive Notification of Claimed Infringement (our "Designated Agent," whose contact details are listed below):

    a. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
    b. Identification of works or materials being infringed;
    c. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
    d. Contact information about the notifier including address, telephone number and, if available, email address;
    e. A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
    f. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

9.2 Once Proper Bona Fide Infringement Notification is Received by the Designated Agent. Upon receipt of a proper notice of copyright infringement, we reserve the right to:

    a. remove or disable access to the infringing material;

b. notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and

c. terminate such content provider's access to the Services if he or she is a repeat offender.

9.3 Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:

a. A physical or electronic signature of the content provider;

b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

c. A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and

d. Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Markit's Designated Agent at the following address:

Markit Social, Inc.
Attn: DMCA Designated Agent 55 Court St, Boston, MA 02203

10. THIRD-PARTY CONTENT AND SERVICES

10.1 When you access third party websites or applications from the Platform or Services you do so at your own risk. Any third party websites or applications are outside of our control, and we are not responsible for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or applications.

10.2 Sometimes Markit may request additional permissions related to the settings on your mobile device, such as accessing your location or enabling push notifications in order to carry out certain actions or allow you to enjoy certain features. If you choose not to give us the necessary permissions then you may not be able to access all the features and functions of the Platform.

11. DISPUTE RESOLUTION

11.1 In the interest of resolving disputes between you and Markit in the most expedient and cost effective manner, you and Markit agree that any dispute arising out of or in any way related to these Terms of Use or your use of the Platform or Services will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, 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 of Use or your use of the Platform or 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 termination of these Terms of Use. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU AND MARKIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THESE TERMS OF USE SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

11.2 Notwithstanding Section 11.1 above, nothing in these Terms of Use will be deemed to waive, preclude or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state or local agency if that action is available; (c) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (d) to file suit in a court of law to address an intellectual property infringement claim.

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

11.4 A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail ("Notice"). Markit's address for Notice is: 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("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 30 days after the Notice is received, you or Markit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Markit 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 with a monetary award that exceeds the last written settlement amount offered by Markit prior to selection of an arbitrator, Markit will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Markit in settlement of the dispute prior to the arbitrator's award; or (iii) $15,000.

11.5 If you commence arbitration in accordance with these Terms of Use, Markit 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 the Commonwealth of Massachusetts, but if the claim is for $15,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) 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 Markit 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. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. 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. Notwithstanding anything in these Terms of Use to the contrary, and for the avoidance of doubt, the arbitrator can award injunctive relief as a remedy in any arbitration required under this Section 11.

11.6 YOU AND MARKIT 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. Further, unless both you and Markit 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.

11.7 Except as otherwise provided in these Terms of Use, if Markit makes any future change to this arbitration provision, other than a change to Markit's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Markit'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 Markit.

11.8 If Section 11.6 above is found to be unenforceable or if the entirety of this Section 11 is found to be unenforceable, then the entirety of this Section 11 will be null and void, and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 13.2 will govern any action arising out of or related to these Terms of Use.

12. PAYMENT TERMS

The Services may be free or we may charge a fee for using the Services. If you are using a free version of the Services, we will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services. Data and message rates may apply. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply to your use of the Services.

12.1 Paid Services. Certain of our Services may be subject to payments now or in the future (the "Paid Services"). Please see our Paid Services page https://about.markitai.com/pricing for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms. For example, some Paid Services may charge a fee for downloading or installing the Services through the App Store (as defined below) linked to your specific device. You agree to comply with, and your license to use our mobile application is conditioned upon your compliance with, such App Store terms and conditions. Any refunds relating to the applications or inquiries regarding refunds relating to the applications shall be handled solely by the applicable App Store in accordance with such App Store's terms and conditions.

12.2 Billing. We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your account on the Services (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. Currently, we use Stripe, Inc. as our Payment Processor. You can access Stripe's Terms of Service at https://stripe.com/us/checkout/legal and their Privacy Policy at https://stripe.com/us/privacy. We are not responsible for any error by, or other acts or omissions of, the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.

12.3 Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

12.4 Recurring Billing. Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring

payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO ACCOUNT SETTINGS in app on the App Store (https://apps.apple.com/us/app/markit-text-your-audience/id1549432558) or google play store (https://play.google.com/store/apps/details?id=com.markit.markitapp) or in the billing section on the web app.

12.5 Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN
BE MADE AT ACCOUNT SETTINGS in app on the App Store (https://apps.apple.com/us/app/markit-text-your-audience/id1549432558) or google play store (https://play.google.com/store/apps/details?id=com.markit.markitapp) or in the billing section on the web app. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

12.6 Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

12.7 Auto-Renewal for Paid Services. Unless you opt out of auto-renewal, in which instructions are listed in your account settings in app on the App Store (https://apps.apple.com/us/app/markit-text-your-audience/id1549432558) or google play store (https://play.google.com/store/apps/details?id=com.markit.markitapp) or in the billing section on the web app. Any Paid Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Paid Services at any time, go to account settings in app on the App Store (https://apps.apple.com/us/app/markit-text-your-audience/id1549432558) or google play store (https://play.google.com/store/apps/details?id=com.markit.markitapp). or, for web app users, find instructions to cancel your subscription in the subscription management section of

your logged in account at https://markitai.com/home. If you terminate a Paid Service, you may use your subscription until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SERVICE THROUGH THE INSTRUCTIONS FOUND IN YOUR ACCOUNT SETTINGS in app on the App Store (https://apps.apple.com/us/app/markit-text-your-audience/id1549432558) or google play store (https://play.google.com/store/apps/details?id=com.markit.markitapp) or in the billing section on the web app. OR TERMINATE YOUR MARKIT ACCOUNT BEFORE THE END OF THE RECURRING TERM. PAID SERVICES CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, MARKIT WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID. YOU MAY ALSO EMAIL HELLO@MARKITAI.COM AT ANY TIME AND SUBMIT THE USERNAME OF YOUR ACCOUNT THAT YOU WISH TO TERMINATE THE SUBSCRIPTION FOR

12.8 Reaffirmation of Authorization. Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

 12.9 Free Trials and Other Promotions. Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact us at hello@markitai.com.

13. GENERAL

13.1 If you have any complaint about the Platform or Services, you should contact our customer services department at the following email: hello@markitai.com.

13.2 These Terms of Use are governed by the internal substantive laws of the State of Delaware without respect to its conflict of laws provisions. You and Markit submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the Commonwealth of Massachusetts for resolution of any lawsuit or court proceeding permitted under these Terms. You agree that no joint venture, partnership, employment or agency relationship exists between you and Markit as a result of these Terms of Use or use of the Platform or Services. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Use, which will remain in full force and effect. Failure of Markit to act on or enforce any provision of these Terms of Use will not be construed as a waiver of that provision or any other provision in these Terms of Use. No waiver will be effective against Markit unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. These Terms of Use, together with the Privacy Policy and Purchase Terms, constitutes the entire agreement between you and Markit with respect to the

subject matter of such documents, and supersede all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter therein. The Section headings in these Terms of Use are provided merely for convenience and will not be given any legal import. These Terms of Use will inure to the benefit of our successors and assigns. You may not assign these Terms of Use or any of the rights or licenses granted hereunder, directly or indirectly, without the prior express written consent of Markit. These Terms of Use create no third party beneficiaries.

13.3 By using the Platform or Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

14. NOTICE REGARDING APPLE
This Section only applies to the extent you are using our App on an iOS device. You acknowledge that these Terms of Use are between you and Markit only, not with Apple Inc. ("Apple"), and Apple is not responsible for the App or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the App. If the App fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App and/or your possession and use of the App infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the App. Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary of these Terms of Use. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.