

TERMS OF USE

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PLEASE BE AWARE THAT SECTION 15 OF THESE TERMS OF USE, BELOW, CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND Aurea HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS THAT YOU HAVE AGAINST Aurea TO BINDING AND FINAL ARBITRATION. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST Aurea ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

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7. The Site may contain areas in which additional terms and conditions apply. For purposes of the use of such areas, in the event of a conflict between the terms and conditions of such other areas and these Terms of Use, the terms and conditions of the other area shall prevail. Aurea may at any time revise these Terms of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms of Use to which you are bound.
8. You shall not transmit to Aurea or upload to this Site any Harmful Code or use or misappropriate the data on this Site for your own commercial gain. "Harmful Code" shall mean any software (sometimes referred to as "viruses," "worms," "trojan horses," "time bombs," "time locks," "drop dead devices," "traps," "access codes," "cancelbots" or "trap door devices") that: (a) is intentionally designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral, or (v) use of a certain feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person's information without such other person's knowledge and permission.
9. Password. You may not use your password for any unauthorized purpose.
10. Privacy. Aurea may collect, use and disclose information about your use of the Site, provided such information does not individually identify you. Aurea may collect, use and share your personal information in accordance with its Privacy Policy.
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15. **Disputes, Governing Law, Venue, and Jurisdiction.**

By using the Site, you agree that these Terms of Use shall be governed by the laws of the State of Texas in the United States where Aurea's principal office is located without regard to its conflict of law provisions. For any cause of action initiated against Aurea relating to these Terms of Use, you and Aurea agree to submit to the exclusive and personal jurisdiction of the courts located in Travis County, Texas.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of that right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, then we nevertheless agree that the court should endeavor to give effect to the intentions reflected in the provision, and the other provisions of these Terms of Use shall remain in full force and effect. The language of these Terms of Use shall be construed as to its fair meaning and not strictly for or against any party.

16. **Arbitration Agreement & Dispute Resolution**

Please read this Arbitration Agreement carefully. It is part of your contract with Aurea formed by these Terms of Use and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Scope of Arbitration Agreement ("Arbitration Agreement"). You acknowledge and agree that any dispute or claim relating in any way to your access or use of the Site or to any other aspect of your relationship with Aurea will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Aurea may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose before this or any prior agreement.

Arbitration Rules and Forum. This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Aurea, 2028 E Ben White Blvd, Ste 240-2650, Austin, TX 78741, ATTN: LEGAL. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

Payment of all filing, administration, and arbitration fees will be governed by the AAA's rules. We will reimburse those fees paid by you for claims totaling less than \$5,000 unless the arbitrator determines the claims are frivolous. Likewise, Aurea will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum.

Arbitrator Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Aurea. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms of Use. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding on you and Aurea.

Waiver of Jury Trial. YOU AND AUREA EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and Aurea are instead electing to have claims and disputes resolved by arbitration. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms of Use as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is limited. In any litigation between you and Aurea over whether to vacate or enforce an arbitration award, you and Aurea waive all rights to a jury trial and elect instead to have a judge resolve the dispute.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Aurea is entitled to arbitration. Instead, all claims and disputes will then be resolved in a court as set forth in Section 13 (Disputes, Governing Law, Venue and Jurisdiction) above.

Exclusive Venue. To the extent the parties are permitted under these Terms of Use to initiate litigation in a court, both you and Aurea agree that all claims and disputes arising out of or relating to the Terms of Use will be litigated exclusively in the state or federal courts located in Travis County, Texas.

PLEASE PRINT A COPY OF THESE TERMS OF USE FOR YOUR RECORDS AND CHECK BACK FREQUENTLY FOR ANY CHANGES.

17. **Survival.** Sections 6, 10, and 13 through 17 shall survive the termination of these Terms of Use.

Last updated on: May 24, 2024