

WEBSITE TERMS OF USE ONLY

Effective Date: June 20, 2020.

Paige, Inc. (“Paige,” “us,” “we,” or “our”) maintains the website www.paige.ai and its subdomains and landing pages (“Website”) as a service to our user community subject to these Terms of Use (“Agreement”). This Agreement governs our users (“you” “your” or “user”) access to and use of the Website.

By accessing the Website, you are agreeing to be bound by this Agreement and all applicable laws and regulations. If you do not accept or agree to all of the provisions in this Agreement, you are prohibited from using or accessing the Website. The materials (defined in Section 1 below) contained in the Website are protected by applicable intellectual property law.

Please read this Agreement carefully, as it may have changed since your last visit. This Agreement constitutes a valid and binding legal agreement between you and Paige. We reserve the right to change this Agreement from time to time for any reason, which shall be effected by posting the updated Agreement to our Website; provided that any such changes shall only apply to your use of the Website after the date of such change unless you expressly accept retroactive application of such changes, via a click-through or signed agreement or otherwise. Your continued use of the Website after any changes are posted constitutes your acceptance of the new Agreement. Users who access our Website are subject to this Agreement and our [Privacy Policy](#) available on the Website.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

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- III. Attempt to decompile or reverse engineer any software contained on our Website;
- IV. Use any robot, spider, site search/retrieval application, or other automated device, process, or means to access, retrieve, scrape, or index any portion of our Website;
- V. Incorporate links to our Website or frame any elements of our Website within any other Website;



- VI. Remove any copyright or other proprietary notations from the materials;
- VII. Obtain unauthorized access to any computer system through our Website;
- VIII. Introduce viruses, worms, Trojan horses, and/or harmful code to our Website;
- IX. Interrupt or attempt to interrupt the operation of our Website in any way; or
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3. Access

You may access only those parts of the Website for which you are authorized access. You will not access any part of the Website for which you are not authorized, nor will you attempt to circumvent any access controls or other security measures incorporated within the Website.

4. Scope of Use

You are responsible for obtaining any equipment and Internet service necessary to access our Website and for paying any fees for the equipment and service you select. We may alter, suspend, or discontinue our Website in whole or in part, at any time and for any reason, without notice. The Website may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

5. Disclaimer

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7. Revisions and Errors

The materials appearing on our Website could include technical, typographical, photographic errors, or other inadvertent errors or inaccuracies. We reserve the right, but without obligation, to make changes to document names and materials or to otherwise update or revise the Website from time to time, though we are not obligated to do so. Paige does not warrant that any of the materials on its Website are accurate, complete, or current.

8. Links to Third-Party Sites

Paige has not reviewed all of the sites linked to the Website and is not responsible for the contents of any such linked site. The inclusion of any link on our Website does not imply endorsement by Paige of the third-party website or any products or services available through such third-party website. Use of any such linked website is at your own risk and this Agreement and our Privacy Policy are not applicable to such use.

9. Communications with Us

We cannot guarantee the confidentiality of any communication or material transmitted to us via the Website or e-mail. Accordingly, we suggest that you use caution when transmitting any information to us via such means. For example, you should not include confidential information about you (such as your Social Security number) or information about your health status, in any e-mail that you send to us. We hereby expressly disclaim any liability for damages resulting from third-party interception of your communications with us via the Website or via electronic mail. If you choose to send us any information via the Website or via e-mail, you do so solely at your own risk.

10. Indemnification

By accessing or using the Website or any materials available through the Website, you agree to indemnify, hold harmless and defend Paige from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys fees, resulting directly or indirectly from a claim by a third party that arises in connection with your use of the Website or any materials available through the Website.



11. International

Our Website is based in the United States and operates under United States Law. We make no representation that information provided by the Website is appropriate or available for use outside the United States or complies with laws outside of the United States. If you are located outside of the United States, the information we collect may be transferred to and processed in the United States and in other countries where the privacy laws may not be the same as the laws where you reside. Those who choose to access the Website from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws and regulations outside the United States.

12. Modifications

Paige may revise these Terms of Use for its Website at any time without notice. By using the Website you are agreeing to be bound by the then current version of this Agreement.

13. Governing Law Enforcement

Any claim relating to our Website, or your interactions with us through the Website, shall be governed by the laws of the State of New York without giving effect to any of its provisions that would cause the laws of another jurisdiction to apply. All disputes arising out of or relating to this Agreement shall be finally resolved by arbitration conducted in the English language in New York, New York under the commercial arbitration rules of the American Arbitration Association. The parties shall appoint as sole arbitrator a retired judge who presided in the State of New York. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, we shall be entitled to seek injunctive relief, security, or other equitable remedies from federal and state courts located in the State of New York or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award punitive damages, including but not limited to federal or state statutes permitting multiple or punitive damage awards, or any other damages prohibited by this Agreement; any purported award of such damages shall be beyond the arbitrator's authority, void, and unenforceable.

14. Export Laws

You will comply with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority and will not export or re-export, or allow the export or re-export, of any product, technology, or information obtained or acquired in connection with the Website in violation of any such laws, restrictions or regulations.

15. Acknowledgement

Access to the Website or materials may not be legal by certain persons, or in certain jurisdictions. You assume full responsibility for complying with the laws, rules, and regulations of your jurisdiction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.



16. Miscellaneous

You may not assign or transfer this Agreement in whole or in part to any third party without the prior written consent of Paige. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their respective successors, permitted transferees, and permitted assigns. Paige and you are independent contractors and are not partners, joint venturers, agents, employees, or representatives of the other party. This Agreement contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersede all previous communications, understandings, and agreements (whether oral or written) other than any click-through or end-user license agreement provided by Paige, and cannot be amended except by a writing signed by both parties or by Paige's posting of an amended version of this Agreement on these Website. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. If any part of this Agreement is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions. This Agreement shall continue to apply with respect to any access or use you have made of our Website even after such access or use terminates. If you have any questions about this Agreement, please contact us via email at support@paige.ai, or via mail at:

Attn: Support
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