

**TENSOR RISK LLC**  
**TERMS AND CONDITIONS**

Effective Date: January 17, 2024

Thank you for visiting Tensorrisk.com (“Tensor Risk”, “we”, “us”). Please carefully read these Terms and Conditions (“Terms” or “Agreement”) and our [Privacy Policy](#) located at tensorrisk.com, which is incorporated into these Terms by this reference. These Terms apply to TENSOR RISK’s applications, products, services and its website at <https://tensorrisk.com> (collectively, the “Services”).

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SERVICES. BY USING THE SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS, OUR PRIVACY POLICY AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE OR SUBSCRIBE TO THE SERVICES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

THE SERVICE IS NOT INTENDED FOR THE USE OF CHILDREN UNDER 18 AND NO SUCH PERSON IS AUTHORIZED TO USE IT. BY USING THE SERVICE, YOU ARE REPRESENTING THAT YOU ARE AT LEAST 18 YEARS OLD. YOU ALSO REPRESENT, BY ACCESSING OR USING THE SERVICES, THAT YOU ARE OF LEGAL AGE TO ENTER INTO LEGAL AGREEMENTS.

**1. Definitions**

“**Content**” means, collectively, all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork and computer code in the Services.

“**Customer**” or “**you**” means the entity that enters into this Agreement and subscribes for Services.

“**Linked Sites**” means any links from the Services to other independent third-party websites.

“**Submission**” means any submission, feedback, comments or suggestions you may provide regarding the Services either directly or indirectly (for example, through the use on a third-party social media site of a company-designated hashtag).

**2. Proprietary Rights**

2.1 Unless otherwise noted, the Services and Content, including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained in the Services is owned, controlled or licensed by or to TENSOR RISK and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights. Except as expressly provided in these Terms and Conditions, no part of the Services and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or

distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without TENSOR RISK's express prior written consent.

2.2 You acknowledge and agree that any Submission is non-confidential and non-proprietary, shall be treated as public information, may be shared with others on other sites and platforms and is submitted by you in compliance with these Terms and Conditions. Submissions that constitute feedback, comments or suggestions will be the sole and exclusive property of TENSOR RISK and you hereby irrevocably assign to us all of your right, title and interest in and to all such Submissions, and TENSOR RISK shall have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute and exploit such Submissions in any manner it chooses. With respect to all other Submissions, you hereby grant TENSOR RISK an irrevocable, worldwide and perpetual license to use such Submissions as contemplated in these Terms and Conditions.

2.3 Your provision of a Submission constitutes a warranty and indemnity that you have sufficient license and/or other rights in the content to allow all desired use by TENSOR RISK and that the information is submitted to TENSOR RISK in compliance with all applicable laws.

**3. License.** TENSOR RISK hereby grants to Customer, for the term of Customer's Services subscription, a non-exclusive, non-transferable, non-sublicensable right and license to use the Services solely for its personal use, subject to the terms of this Agreement. TENSOR RISK reserves all rights, title, and interest in and to the Services, including all related intellectual property rights, subject to the limited rights expressly granted hereunder.

#### **4. Fees; Returns and Cancellations**

4.1 We do not currently process any payments on this website. You are instructed to refrain from submitting any payment information through this website.

#### **5. Use of Services; Acceptable Use Policy**

5.1 You agree to accurately maintain and update any information about yourself that you have provided to TENSOR RISK. You also agree to immediately notify us of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Services by emailing TENSOR RISK at michael@tensorrisk.com. In addition, you agree to keep confidential your username and password and to exit from your user account at the end of each session. TENSOR RISK explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You may not use anyone else's account at any time.

5.2 Customer shall be responsible for all use of the Services on its account.

5.3 In connection with your use of the Services, you agree that you will not:

- 5.3.1 infringe, misappropriate or violate TENSOR RISK's or any third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - 5.3.2 interfere with or damage the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
  - 5.3.3 violate any local, state, provincial, national, or other law or regulation, or any order of a court;
  - 5.3.4 "scrape," "crawl" or "spider" any web pages or other services contained in the Services;
  - 5.3.5 display, mirror or frame the Services, or any individual element within the Services, TENSOR RISK's name, any TENSOR RISK trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without TENSOR RISK's express written consent;
  - 5.3.6 access, tamper with, or use non-public areas of the Services, TENSOR RISK's computer systems, or the technical delivery systems of TENSOR RISK's providers;
  - 5.3.7 attempt to probe, scan, or test the vulnerability of any TENSOR RISK system or network or breach any security or authentication measures;
  - 5.3.8 avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by TENSOR RISK or any of TENSOR RISK's providers or any other third party (including another user) to protect the Services or any of the content on the Services;
  - 5.3.9 attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services; or
  - 5.3.10 advocate, encourage, or assist any third party in doing any of the foregoing.
- 5.4 Any conduct by a Customer that in our discretion restricts or inhibits any other user from using or enjoying the Services is expressly prohibited.
- 5.5 TENSOR RISK reserves the right, at any time, without notice: (a) to modify, suspend or terminate operation of or access to the Services, or any portion of the Services at any time; (b) to modify or change the Services, or any portion of the Services, and any applicable policies or terms; and (c) to interrupt the operation of the Services, or any portion of the Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## **6. Copyright Policy**

We do not permit copyright infringing activities and infringement of intellectual property rights on the Services and will remove any such content if properly notified that such content infringes another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- description of the copyrighted work that you claim has been infringed;
- description of the material that you claim is infringing and where it is located on the Services;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at [michael@tensorrisk.com](mailto:michael@tensorrisk.com)

Upon receipt of such notice, we will investigate and remove material if necessary. You will be notified of the results of such investigation.

## **7. Term; Suspension; Termination**

7.1 Should you wish to cancel your subscription, please let us know in advance of your

7.2 TENSOR RISK may terminate your use of the Services or any of our features if we discontinue the Services. TENSOR RISK may also, in its sole discretion, without prior notice and to the extent applicable, suspend or terminate your and your Users' access to the Services and/or block your future access to the Services if we determine that you have violated these Terms and Conditions (including for non-payment of fees) or other agreements or guidelines which may be associated with your use of the Services. You also agree that any violation by you of these Terms and Conditions will cause irreparable harm to TENSOR RISK for which monetary damages would be inadequate, and you consent to TENSOR RISK obtaining any injunctive or equitable relief that TENSOR RISK deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies TENSOR RISK may have at law or in equity.

7.3 With respect to any termination or cancellation of this Agreement, you shall remain responsible for any fees, costs or expenses incurred prior to termination of this Agreement. Additionally, you shall be responsible for, and you agree to pay, any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise.

7.4 The provisions of this Agreement concerning Service security, prohibited activities, copyrights, trademarks, Submissions, disclaimers, limitation of liability, resolution of disputes, indemnity and jurisdictional issues shall survive any such termination or any other termination of this Agreement.

## **8. Disclaimers; Limitation of Liability**

8.1 THE SERVICES AND ALL CONTENT OFFERED THROUGH THE SERVICES ARE PROVIDED “AS IS, AS AVAILABLE.” ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

8.2 The above disclaimer applies to any damages, liability or injuries, whether for breach of contract, tort, negligence or any other cause of action.

8.3 EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WILL TENSOR RISK OR ITS THIRD PARTY LICENSORS OR SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF TENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL TENSOR’S LIABILITY TO YOU FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, EXCEED THE FEES PAID BY YOU TO TENSOR IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS. **Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so these limitations may not apply to you.**

**9. Indemnity.** You agree to indemnify and hold TENSOR RISK harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against TENSOR RISK by any third party (including any governmental or regulatory authority) due to or arising out of or in connection with: (a) your access to or use of the Services; (b) your violation of these Terms and Conditions or any applicable law or regulation; (c) your violation of any rights of any third party; or (d) any disputes or issues between you and any third party.

**10. Governing Law; Dispute Resolution.** You agree that all matters relating to your access to or use of the Services, including all disputes, will be governed by the laws of the State of New Jersey excluding: (a) its conflicts of law principles; and (b) the United Nations Convention on Contracts for the International Sale of Goods, and any disputes, actions, claims or causes of action arising out of or in connection with these Terms and Conditions or the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in New York. The prevailing party in any dispute, whether or not suit is brought, shall be entitled to an award of its reasonable attorneys’ fees actually incurred. YOU AGREE THAT NO CLASS ACTION MAY BE PURSUED OR MAINTAINED WITH RESPECT TO ANY DISPUTE REGARDING THESE TERMS AND CONDITIONS OR THE SERVICES.

**11. Users Outside of the United States.**

- 11.1 TENSOR RISK is located in, and the Services are administered from, the United States. While the Services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Services are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. If you choose to access the Services from outside the United States, you do so on your own initiative, and you are solely responsible for complying with applicable local laws.
- 11.2 Canada. The parties declare that they have required that these Terms and Conditions and all documents related hereto, either present or future, be drawn up in the English language only. *Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou le future, soient rédigés en langue anglaise seulement.*

## **12. Miscellaneous**

- 12.1 The Services may contain Linked Sites, which are provided solely as a convenience to our users. Such Linked Sites are not under TENSOR RISK's control, and TENSOR RISK is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites.
- 12.2 You may preserve these Terms and Conditions in written form by printing it for your records, and you waive any other requirement that these Terms and Conditions be evidenced by a written document.
- 12.3 You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Services, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.
- 12.4 All provisions of these Terms and Conditions are severable, and the unenforceability or invalidity of any of the provisions will not affect the enforceability or validity of the remaining provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 12.5 These Terms and Conditions, together with the [Privacy Policy](#) and any other legal notices published by TENSOR RISK, constitute the entire agreement between you and TENSOR RISK with regard to your use of the Services. TENSOR RISK reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions, at any time upon notice to you. Your continued use of the Services following the posting of changes indicates your agreement to and acceptance of the changes. If you do not agree with the modified terms, you may cancel your subscription. We last modified this Agreement on the date listed at the top of these

Terms and Conditions.

- 12.6 TENSOR RISK's failure to insist on or enforce strict performance of these Terms and Conditions shall not be deemed a waiver by TENSOR RISK of any provision or any right it has to enforce these Terms and Conditions. Any such waiver must be in writing in order to be effective. Except as expressly set forth herein, these Terms and Conditions shall not be interpreted or construed to confer any rights or remedies on any third parties.
- 12.7 This Agreement is binding on the parties hereto and their respective successors and permitted assigns. Customer may not assign this Agreement without the prior written consent of TENSOR RISK. Any assignment in violation of this section is void.
- 12.8 TENSOR RISK's failure to perform any term or condition of this Agreement as a result of conditions beyond its control, including but not limited to, acts of God, war, strikes, fires, floods, governmental restrictions, power failures, pandemics or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement. In the event that TENSOR RISK is not able to provide Services during such event, during such period Customer's obligation to pay for the Services shall be suspended.
- 12.9 No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement.
- 12.10 The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Customer and TENSOR RISK as a result of this Agreement or use of the Services.
- 12.11 Notice for California Users. Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

**Questions and Contact Information**

Please contact us if you have any questions about our Terms and Conditions. You may contact us by emailing us at [michael@tensorrisk.com](mailto:michael@tensorrisk.com)