

PQ Capital Suite™, by SellPQ Parent, LLC, Terms of Service.
By enrolling in and using PQ Capital Suite, you agree to these Terms.

1. Welcome to PQ Capital Suite

PQ Capital Suite and PQ-Suite.com is part of SellPQ Parent, LLC. Our brands, websites, applications, products, services and technologies, including but not limited to SellPQ™, BorrowPQ™, EquityPQ™, JVPQ™, ReportPQ™, and PQ Community™ (“Services”) are owned and provided by SellPQ Parent, LLC, and are hereinafter referred to as “PQ.”

By using the Services, you agree to these terms, PQ’s [Privacy and Security Policy](#), and any community guidelines and supplemental terms provided to you for the Services that you use (collectively, “Terms”). Please read the Terms carefully, as they form the entire agreement between you and PQ.

THESE TERMS CONTAIN LIMITATIONS OF PQ’S LIABILITY.

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION AND JURY TRIAL WAIVER CLAUSES, WHICH ARE APPLICABLE TO ALL USERS.

2. Using the Services

1. *Authority.* You agree that you are permitted to use the Services under applicable law. If you are using the Services on behalf of a company, business or other entity, you represent that you have the legal authority to accept these Terms on behalf of that entity, in which case that entity accepts these Terms, and “you” means that entity. If you are accessing an account(s) on behalf of the account owner (e.g., as an administrator, consultant, analyst, etc.), the Terms apply to your activities on behalf of the account owner.
2. *Indemnity.* If you are using the Services on behalf of a company, business or other entity, or if you are using the Services for commercial purposes, you and the entity will hold harmless and indemnify the PQ Entities (defined in Section 8 below) from any suit, claim or action arising from or related to the use of the Services or violation of these Terms, including any liability or expense arising from claims (including claims for negligence), losses, damages, suits, judgments, litigation costs and attorneys’ fees.
3. *Member Conduct.* You agree not to use the Services to:
 1. obtain or attempt to obtain unauthorized access to the Services or to PQ’s servers, systems, network, or data;
 2. make available any content that is harmful to children, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable;
 3. violate any applicable laws or regulations;
 4. impersonate any person or entity; or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Service;
 5. make available any content that you do not have the right to make available or that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person or entity;
 6. post content containing advertisements or other commercial solicitations without our prior written permission;
 7. make available viruses or any other computer code, files, programs or content designed to interrupt, destroy or limit the functionality of the Services or affect other users; or
 8. interfere with or disrupt the Services or servers, systems or networks connected to the Services in any way.
4. *Use of Services.* You must follow any guidelines or policies associated with the Services. You must not misuse or interfere with the Services or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as permitted by law. Unless otherwise expressly stated, you may not access or reuse the Services, or any portion thereof, for any commercial purpose.
5. *Export Control.* You agree to comply with the export control laws and regulations of the United States and trade controls of other applicable countries, including without limitation the Export Administration

Regulations of the U.S Department of Commerce, Bureau of Industry and Security and the embargo and trade sanction programs administered by the U.S. Department of Treasury, Office of Foreign Assets Control. You represent and warrant that you: (1) are not a prohibited party identified on any government export exclusion lists; (2) will not re-export or use the Services to transfer software, technology, or other technical data to prohibited parties or countries; and (3) will not use the Services for military, nuclear, missile, chemical or biological weaponry end uses or conduct any other activities involving the Services that violate the export and import laws of the U.S. or other applicable countries.

6. *Anti-Corruption Laws.* You agree to comply with all applicable anti-corruption laws including laws that prohibit unlawful payments to anyone for a corrupt purpose in relation to these Terms.
7. *Ownership and Reuse.* Using the Services does not give you ownership of any intellectual or other property rights or interests in the Services or the content you access. You must not use any branding or logos used in the Services unless PQ has given you separate explicit written permission. You may not remove, obscure, or alter any legal notices displayed in or along with the Services. Unless you have explicit written permission, you must not reproduce, modify, rent, lease, sell, trade, distribute, transmit, broadcast, publicly perform, create derivative works based on, or exploit for any commercial purposes, any portion or use of, or access to, the Services (including content, advertisements, APIs, and software).
8. *Software License.* Subject to your continuing compliance with these Terms, PQ grants you a personal, royalty-free, non-transferable, non-assignable, revocable, and non-exclusive license to use the software and APIs provided to you by PQ as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by PQ, in the manner permitted by these Terms and any additional terms or guidelines. You may not reverse engineer or attempt to extract the source code of our software, unless applicable laws prohibit those restrictions or you have our explicit written permission. PQ Suite software may automatically download and install security or other updates without prior notification to you.
9. *Support.* Unless otherwise expressly stated, PQ does not promise to provide you with any support for the Services. If PQ does provide you with support, it is at PQ's sole discretion and does not mean that we will continue to provide you with support in the future.
10. *Fees.* PQ reserves the right to charge fees for use of or access to the Services (and any associated support), whether currently in existence or not, in PQ's sole discretion. If PQ decides to charge fees, PQ's payment terms will apply and PQ will provide you with prior notice.
11. *Different Versions of the Services.* Different features may be available in different versions of the Services and not all features may be available in your country or region. Also, not all features may be available if the user that you are communicating with is using a different version of the Services, or is using third party software.
12. *Anti-Abuse Policy.* PQ prohibits sending unsolicited emails or messages using the Services. You may not in connection with the Services engage in commercial activity on non-commercial properties or apps or high-volume activity without PQ's prior written consent. You may not engage in conduct or activity that is disruptive to the Services or the experience of other users.

2. **Your Account; Notices**

1. *Account Information.* You may need an account to use some Services. You must ensure that your account information (that is, the information you provided when you registered for or subscribed to a Service) remains current, complete, accurate and truthful. All PQ accounts are non-transferable, and any rights to them terminate upon the account holder's death.
2. *Access to Your Account.* You are responsible for all activity that happens on or through your account. To protect your account, keep your password confidential. Do not reuse your account password with other services. Without prejudice to your statutory rights, if you forget your password and otherwise cannot validate your account to PQ Suite, you acknowledge and agree that your account may be inaccessible to you and that all data associated with the account may not be retrievable.
3. *Notices.* PQ may provide you with notices, including service announcements and notices regarding changes to these Terms, by, but not limited to, email, regular mail, text message or SMS, MMS, push notification or in-app message, postings on the Services, telephone, or other reasonable means now known or hereafter developed. You consent to receive these notices by any and all of the foregoing means. You may not receive notices if you violate the Terms by accessing the Services in an

unauthorized manner, and you will be deemed to have received any and all notices that would have been delivered had you accessed the Services in an authorized manner.

3. **Privacy and Data Protection** PQ's [Privacy and Security Policy](#) explains how we treat your personal data. By using the Services, you agree to our privacy policies and that PQ can use your information in accordance with our privacy policies. **By using and benefitting from PQ's Services you recognize that personalization lies at the core of many of our services. We can only provide many of these Services by using your personal data to provide personalized content and ads. Please visit PQ's [Privacy and Security Policy](#) to learn more about personalization.**
4. **Procedure for Copyright or Other Intellectual Property Infringement Claims** PQ respects the intellectual property of others, and we expect our users to do the same. PQ may, in appropriate circumstances and at its discretion, disable, terminate, and/or take other appropriate steps relating to the accounts of users who may be infringers. If you believe that your copyright or intellectual property rights have been infringed, please contact us for assistance [here](#).
5. **Content in the Services and License Grant to PQ**
 1. *Content.* Our Services display some content that is not PQ's. This content is the sole responsibility of the entity or person that makes it available. PQ assumes no responsibility for the conduct of third parties, including persons or entities with which you communicate using the Services. Many of the Services enable you to submit content. You – not PQ – are entirely responsible for any content that you upload, post, email, transmit, or otherwise make available via the Services. We may remove and refuse to display content that violates the Terms or applicable laws or regulations, but that does not mean that we monitor the Services or review or screen any content. By using or accessing the Services you understand and agree that you may be exposed to offensive, indecent, or objectionable content.
 2. *IP Ownership and License Grant.* Except as otherwise provided in the specific PQ product terms or guidelines for a Service, when you upload, share with or submit content to the Services you retain ownership of any intellectual property rights that you hold in that content and you grant PQ a worldwide, royalty-free, non-exclusive, perpetual, irrevocable, transferable, sublicensable license to (a) use, host, store, reproduce, modify, prepare derivative works (such as translations, adaptations, summaries or other changes), communicate, publish, publicly perform, publicly display, and distribute this content in any manner, mode of delivery or media now known or developed in the future; and (b) permit other users to access, reproduce, distribute, publicly display, prepare derivative works of, and publicly perform your content via the Services, as may be permitted by the functionality of those Services (e.g., for users to re-blog, re-post or download your content). In some of the Services (e.g., Flickr Pro), there may be specific terms or settings allowing a different scope of use of the content submitted in those Services. You must have the necessary rights to grant us the license described in this Section 6(b) for any content that you upload, share with or submit to the Services.
6. **Modifying and Terminating the Services; Terminating Accounts**
 1. We are constantly innovating, changing and improving the Services. Unless stated differently for your country in Section 14, we may, without notice, add or remove functionalities or features, create new limits to the Services, or temporarily or permanently suspend or stop a Service.
 2. You can stop using the Services at any time. You may cancel and delete your PQ Suite account at any time by contacting us [here](#). For more information, please visit the relevant Help Center.
 3. Unless stated differently for in Section 13, we may temporarily or permanently suspend or terminate your account or impose limits on or restrict your access to parts or all of the Services at any time, without notice and for any reason, including, but not limited to, violation of these Terms, court order, or inactivity.
 4. Subject to any statutory rights you might have, if your account is terminated, access to your username, password, and all related information, files, and content associated with your account may be terminated and your username may be recycled for use by others.
7. **Our Warranties and Disclaimers**
 1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PQ SUITE, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS (COLLECTIVELY PQ ENTITIES) DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. WE PROVIDE OUR SERVICES

“AS-IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE.” YOUR USE OF THE SERVICES, INCLUDING CONTENT WITHIN THE SERVICES, IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND PQ EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE CONTENT WITHIN THE SERVICES OR CONTENT LINKED FROM THE SERVICES, THE SUPPORT WE PROVIDE FOR THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, THE SECURITY OF THE SERVICES, OR THE SERVICES’ RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

2. SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES ABOUT THE SERVICES.
8. **Limitation of Liability** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT PQ ENTITIES WILL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES. PQ ENTITIES ARE NOT RESPONSIBLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE, INCLUDING ANY ALLEGED LOSS OR DIMINUTION IN VALUE OF PERSONAL INFORMATION, OR ANY OTHER LOSSES (COLLECTIVELY, “LOSSES”) ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSSES RESULTING FROM OR IN CONNECTION WITH: THE DELETION OF, ALTERATION OF, MIS-DELIVERY OF, OR FAILURE TO STORE DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; THE LIMITING, SUSPENSION OR TERMINATION OF YOUR ACCOUNT; YOUR DOWNLOADING OR SHARING OF INFORMATION, INCLUDING PERSONAL INFORMATION, VIA THE SERVICES; THE UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ANY DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; LINKS PROVIDED BY THE SERVICES OR THIRD PARTIES TO EXTERNAL SITES OR RESOURCES; YOUR DEALINGS WITH OR PARTICIPATION IN PROMOTIONS OF ADVERTISERS FOUND ON OR THROUGH THE SERVICES; OR ANY GOOD OR SERVICES SOLD BY SUCH ADVERTISERS. PQ ENTITIES WILL NOT BE LIABLE FOR PROBLEMS CAUSED BY OTHERS, THE WRONGFUL OR UNLAWFUL ACTIONS OF THIRD PARTIES, OR AN ACT OF GOD. THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS WILL APPLY WHETHER OR NOT PQ HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LOSSES ARISING. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE STATED IN SECTION 14, PQ ENTITIES ARE NOT LIABLE IN CONNECTION WITH ANY DISPUTES THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES FOR ANY AMOUNT GREATER THAN THE AMOUNT YOU PAID TO US FOR THE SERVICES.
9. **Feedback** You agree that any recommendation, idea, proposal, suggestion, feedback or other input (“Feedback”) you submit to PQ related to its products, services, websites, apps, or technology may be used by PQ without any notice, obligation, restriction, reimbursement or compensation to you and you waive (or agree not to enforce) any and all rights that may now or in future exist (including moral and equivalent rights) in any Feedback.
10. **Fee-Based Services and Billing.** Unless otherwise specified in the additional terms that apply to the Services you are using, the terms in this Section 11 apply to you.
 1. We offer products and subscriptions for a fee (“fee-based Services”). These fee-based Services are governed by the additional terms you agree to when you register for the fee-based Service and these Terms. If you register for a fee-based Service, you must designate a payment method and provide us with accurate billing and payment information and you have the continuing obligation to keep it up to date. Many fee-based Services require you to have, or register for, a PQ Suite ID.
 2. The following important provisions apply to all of our fee-based services:
 1. **Third-Party products.** If the fee-based Service includes a third-party product, you understand and agree that your purchase and use of the Service is also subject to the third party’s terms of service and privacy policy, which you should read thoroughly before agreeing to them.
 2. **Payments.** You represent that you are at least the minimum age required to enter into a legal agreement. You agree to pay us for any fee-based Services you purchase from us, as well as all other charges incurred under your account, including applicable taxes and fees. You are

responsible for all charges incurred under your account, including purchases made by you or anyone you allow to use your account or any sub-or linked accounts (including any person with implied, actual, or apparent authority) or anyone who gains access to your account as a result of your failure to safeguard your authentication credentials.

3. Payment Methods. You authorize and direct us to charge your designated payment method for these charges or, if it fails, to charge any other payment method you have on file with us, even if we received it in association with other fee-based services. You are responsible for all charges even if your payment method fails or is denied. You authorize and direct us to retain all information about any payment method(s) associated with your account. We may import payment information you entered during a prior purchase and provide you the option to use that payment information during purchase of a new product. You permit us to obtain and use updated information from the issuer of your payment method in accordance with the policies and procedures of any applicable card brands. We may in some instances continue charging a payment method past its expiration date at our discretion and subject to the payment processors' or issuing bank's approval. Surcharges may apply if you use certain payment methods, such as payment from your checking or savings account.
4. Payment Terms. We may charge for fee-based Services in advance and on a daily, monthly, yearly, lump sum, or other basis in accordance with the stated terms, as long as your subscription remains active, even if you have not downloaded or used the Service or accessed your online account.
5. Auto-Renewal. We use auto-renewal for many of our fee-based Services. At the expiration of each subscription term for such fee-based Services, we will automatically renew your subscription and charge the credit card or other payment method you have provided to us, unless you cancel your subscription at least 48 hours before the end of the current period. Unless otherwise stated in Section 14, your subscription will be automatically renewed at the then-current price, excluding promotional and discount pricing. We may, in our sole discretion, post charges to your payment method individually or aggregate charges for some or all of your fee-based Services with us.
6. Fraud Protection. We may take steps to verify the validity of the credit card information you provide to us, including debiting amounts less than \$1.00 from your credit card and then immediately crediting it back. You authorize us to do so for verification and anti-fraud purposes.
7. Free Trials. We may offer you free trials, so that you may try a fee-based Service subscription without charge or obligation ("Free Trial"). Unless otherwise stated and unless you cancel your subscription prior to the expiration of the Free Trial, periodic subscription fees will be charged at the then-applicable rate upon expiration of the Free Trial period and will continue to be charged until the subscription is canceled. If you are not satisfied with a particular fee-based Service, you must cancel the subscription before the Free Trial ends to avoid charges. We reserve the right to limit you to one free trial or promotion of a fee-based Service and to prohibit the combining of free trials or other promotional offers.
8. No Refunds. All charges are nonrefundable unless provided otherwise in the terms you agree to when you register for a fee-based Service, unless stated differently for your country in Section 15 or as otherwise specified below.
9. Termination. We, in our sole discretion, may change, discontinue or terminate any or all aspects of a fee-based Service without notice, including access to support services, content and other products or services ancillary to the fee-based Service, subject to providing an appropriate refund for any portions of a specified but no longer available term. You may cancel a fee-based Service at any time by logging into your online account and terminating the subscription.
10. Change in Fees and Billing Method. We may change our fees and billing methods at any time. We will provide you with notice of any price increase at least thirty (30) days in advance. Subject to applicable law, (i) if you disagree with any proposed change, your sole remedy is to cancel your fee-based Service before the price change takes effect and (ii) your continued use of or subscription to the Service after the price change takes effect constitutes your agreement to pay the new price for the Service.

11. Delinquency. After 30 days from the date of any unpaid charges, your fee-based Service will be deemed delinquent and we may terminate or suspend your account and fee-based Service for nonpayment. You are liable for any fees, including attorney and collection fees, incurred by us in our efforts to collect any remaining balances from you.
12. 90-Day Notice Period. You must notify us about any billing problems or discrepancies within 90 days after they first appear on your billing method statement. If you do not bring them to our attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies.

11. About these Terms

1. *Third Party Beneficiaries and Conflicts*. These Terms control the relationship between PQ and you. They do not create any third-party beneficiary rights. If there is a conflict or inconsistency between the terms in this document and the additional terms associated with a particular Service, the additional terms will control solely for that conflict or inconsistency.
2. *Modification of the Terms*. Unless stated differently for your country in Section 14, we may modify the Terms from time to time. Unless we indicate otherwise, modifications will be effective as of the date they are posted on this page or any successor page. You should look at the Terms regularly. We will provide notice (in accordance with Section 3(c) above) of material modifications.
3. *Continued Use of the Services*. You may stop using the Services at any time, but your continued use of or subscription to a Service after the effective date of any modifications to the Terms or the means that you agree to the Terms as modified.
4. *Waiver and Severability of Terms*. The failure of PQ to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision (or part of a provision) of these Terms is found to be invalid, PQ and you nevertheless agree to give effect to the intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.
5. *Assignment by PQ*. PQ may freely assign these Terms and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice, for any reason, including for the purpose of internal restructuring (for example, mergers or liquidations).

12. Contracting Party, Choice of Law, and Location for Resolving Disputes and Other Local Region Provisions

1. *Defined Terms*
 1. Minimum Age: 16 years old
2. **BINDING ARBITRATION AGREEMENT. AGREEMENT TO ARBITRATE FOR U.S. USERS. YOU AND PQ BOTH AGREE TO RESOLVE ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS THAT IN ANY WAY ARISE OUT OF OR RELATE TO THESE TERMS OR FROM ANY SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH SERVICES), INCLUDING ANY DISPUTES BETWEEN YOU AND OUR EMPLOYEES OR AGENTS (“DISPUTE(S)”), ONLY BY ARBITRATION ON AN INDIVIDUAL BASIS OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS, ARBITRATION OR A SMALL CLAIMS ACTION WILL BE THE SOLE AND EXCLUSIVE MEANS OF RESOLVING ANY DISPUTE BETWEEN US. YOU ALSO UNDERSTAND THAT BY AGREEING TO THESE TERMS, YOU AND PQ ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT), AND THAT YOU AND PQ ARE GIVING UP THE RIGHT TO PROCEED WITH ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION. WHILE ARBITRATION PROCEDURES MAY BE DIFFERENT THAN COURT PROCEDURES, AN ARBITRATOR CAN AWARD YOU INDIVIDUALLY THE SAME DAMAGES AND RELIEF AS A COURT, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES UNDERSTAND THAT ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT. We also both agree that:**
 1. **Notice of Dispute**. If either you or PQ intends to arbitrate under these Terms, the party seeking arbitration must first notify the other party of the Dispute in writing at least 30 days in advance

of initiating the arbitration. Notice to PQ should be sent to PQ either by mail to PQ, LLC, Attn: Disputes, 100 West Hampton Road, Philadelphia, PA 19118, US; or info@PQParent.com. Notice to you will be to your email address(es) and street address(es), if any, that PQ has in its records at the time the notice is sent. The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve the Dispute within 30 days, either party may then proceed to file a claim for arbitration.

2. **Arbitration Procedure.** The Federal Arbitration Act applies to these Terms. Except for small claims court cases, any and all Disputes will be resolved by arbitration administered by the American Arbitration Association (“AAA”). The AAA will apply the [Commercial Arbitration Rules](#) to the arbitration of any Dispute pursuant to these Terms, unless you are an individual and use the Services for personal or household use, in which case the AAA’s [Consumer Arbitration Rules](#) will apply (excluding any rules or procedures governing or permitting class actions). You can get procedures (including the process for beginning an arbitration), rules and fee information from the AAA (www.adr.org). These Terms govern to the extent they conflict with the AAA’s Commercial Arbitration Rules or Consumer Arbitration Rules.
 3. **Small Claims Court Option.** As an alternative to arbitration, you may bring an individual action in small claims court in your county of residence (or if a business, your principal place of business) or Suffolk County, Massachusetts provided that your Dispute meets the requirements of the small claims court.
 4. **Arbitration Location.** Unless you and PQ agree otherwise, the arbitration must take place, or the small claims action must be filed, in the county of your primary residence or Suffolk County, Massachusetts.
 5. **Arbitration Fees and Expenses.** We will reimburse any filing fee that the AAA charges you for arbitration of the Dispute. If you provide us with signed written notice that you cannot pay the filing fee, we will pay the fee directly to the AAA. If the arbitration proceeds, we will also pay any administrative and arbitrator fees charged later.
 6. **Settlement Offers.** We may, but are not obligated to, make a written settlement offer anytime before or during arbitration. The amount or terms of any settlement offer may not be disclosed to the arbitrator unless and until the arbitrator issues an award on the claim. If you do not accept the offer and the arbitrator awards you an amount of money that is more than our offer but less than \$5,000, we agree to: (a) pay you \$5,000 instead of the lower amount awarded, (b) pay your reasonable attorney’s fees and costs, and (c) reimburse any arbitration filing fees and arbitrator fees and expenses incurred in connection with the arbitration of your Dispute. If the arbitrator awards you more than \$5,000 and we are not challenging the award, then we will pay you the amount of the award.
 7. **Severability.** If any part of this agreement to arbitrate is found by a court of competent jurisdiction to be unenforceable, the court will reform the agreement to the extent necessary to cure the unenforceable part(s), and the parties will arbitrate their Dispute(s) without reference to or reliance upon the unenforceable part(s). However, if for any reason the Class Action Waiver set forth below in subsection 14.2.c cannot be enforced as to some or all of the Dispute, then the agreement to arbitrate will not apply to that Dispute or portion thereof. Any Disputes covered by any deemed unenforceable Class Action Waiver provision may only be litigated in a court of competent jurisdiction, but the remainder of the agreement to arbitrate will be binding and enforceable. To avoid any doubt or uncertainty, the parties do not agree to class arbitration or to the arbitration of any claims brought on behalf of others.
3. **CLASS ACTION WAIVER FOR U.S. USERS. THESE TERMS DO NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE THE RELIEF WARRANTED BY THAT PARTY’S INDIVIDUAL CLAIM. ARBITRATION OR COURT PROCEEDINGS HELD UNDER THESE TERMS CANNOT BE BROUGHT, MAINTAINED OR RESOLVED ON BEHALF OF OR BY A CLASS, AS A PRIVATE ATTORNEY-GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY. IN ADDITION, INDIVIDUAL PROCEEDINGS CANNOT BE COMBINED WITHOUT THE CONSENT**

OF ALL OF THE PARTIES. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH WILL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

4. **JURY TRIAL WAIVER FOR U.S. USERS. IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND PQ AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND PQ UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.**
5. *Choice of Law.* These Terms and the relationship between the parties, including any claim or dispute that might arise between the parties, whether sounding in contract, tort, or otherwise, will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. In no event will the parties bring claims against one another under the laws of another jurisdiction.
6. *Forum.* If for any reason a Dispute proceeds in court rather than through arbitration, all such Disputes (regardless of theory) arising out of or relating to these Terms, or the relationship between you and PQ, will be brought exclusively in the courts located in Philadelphia, PA or the US District Court for the District of Pennsylvania. In such cases, you and PQ agree to submit to the personal jurisdiction of the courts located within Philadelphia, PA or the US District Court for the District of Pennsylvania, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.
7. *Customer Support.* Please contact us for assistance [here](#).
8. The Services are “commercial computer software” and “commercial items” as these terms are used in the Federal Acquisition Regulation system, and the rights of the United States are only those rights as are granted to all other end users pursuant to the terms and conditions herein and will not exceed the minimum rights set forth in FAR 52.227-19.
9. In New Jersey, all of the limitations on liability set forth in Section 9 shall apply except nothing in these Terms will exclude or limit liability for intentional torts, willful acts, gross negligence, or a violation of a statutorily imposed duty.
10. You agree to not use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

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