1. AGREEMENT TO TERMS

These Terms ("**Terms**") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**") and Doppel Inc. ("**Company**", "**we**", "**us**", or "**our**"), concerning your access to and use of the https://www.doppel.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto, including without limitation, https://www.app.doppel.com (collectively, the "**Site**"). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.** We would not provide access to the Site without the conditions in these Terms. If you later seek to repudiate these Terms or any aspect thereof, you agree that such action would constitute a breach of these Terms, prohibiting you from enforcing any aspect of the Terms and entitling us to damages resulting from your breach.

If you are an individual using the Site on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated (an "**Organization**"), then you are agreeing to these Terms on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to these Terms. In that case, references to "you" and "your" in these Terms refer to both you, the individual using the Services, and to the Organization you represent.

Supplemental Terms or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act ("**HIPAA**"), Federal Information Security Management Act ("**FISMA**"), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act ("**GLBA**").

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "**Content**") and the trademarks, service marks, and logos contained therein (the "**Marks**") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

We respect the intellectual property rights of others and request that users of our services respect the intellectual property rights of others as well. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we will remove any content that allegedly infringes another party's copyright and reserve the right to suspend, terminate, or cancel a user account or a user's access to and use of our services if a user is found to be a repeat infringer. If you believe your work has been copied and is accessible through the Site in a way that constitutes copyright infringement, you may notify our designated copyright agent (specified below) in writing with the following and in the form required by 17 U.S.C. 512 of the United States Copyright Act:

i. provide your physical or electronic signature;

ii. identify the copyrighted work that you believe is being infringed;

iii. identify the item on the Site that you think is infringing your work and include sufficient information about where the material is located on the website;

iv. provide us a way to contact you, such as your address, phone number or email address;

v. provide a statement that you believe in good faith that the item you have identified as infringing is not authorized by the copyright owner, or its agent, or the law; and

vi. provide a statement by you, made under penalty of perjury, that the information you provide in your notice is accurate, and that you are authorized to act on behalf of the copyright owner whose work is being infringed.

Interim Designation of Agent to Receive Notifications of Claimed Infringement, pursuant to 17 U.S.C. 512(c) of the United States Copyright Act:

Doppel Inc.
Attn: DMCA Agent
440 North Barranca Avenue #5110
Covina, CA 91723
United States
Email: legal@doppel.com

3. USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

4. USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. If you register with the Site on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf. You may never use another user’s account without permission. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify us immediately of any breach of security or unauthorized use of

your account. We will not be liable for any losses caused by any unauthorized use of your account. You may control your account profile and how you interact with the Site by changing the settings in your settings page.

5. FEES AND PAYMENT

We accept the following forms of payment:

- Visa

- Mastercard

- American Express

- PayPal

- Discover

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Site. You acknowledge that your payments will be processed by our third-party business partners to facilitate purchases made for the services unless we notify you otherwise. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

6. CANCELLATION AND SAAS SERVICES AGREEMENT/END USER LICENSE AGREEMENT

All purchases and terminations will be subject to the terms and provisions of the Saas Services Agreement (the "**Services Agreement**") or End User License Agreement (the "**License Agreement**"), as may be applicable, by and between you and the Company. To the extent there is any conflict between the provisions of the Terms and the Services Agreement or the License Agreement, the provisions of the Services Agreement and License Agreement shall govern.

7. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other

similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).

- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

8. USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the

proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Site.

9. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free,

fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

10. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("**Submissions**") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

11. U.S. GOVERNMENT RIGHTS

Our services are “commercial items” as defined in Federal Acquisition Regulation (“**FAR**”) 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense (“**DOD**”), our services are subject to the terms of these Terms in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired

by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms in accordance with Defense Federal Acquisition Regulation ("**DFARS**") 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms.

12. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

13. PRIVACY POLICY; INFORMATION SECURITY

Please review our Privacy Policy: **https://www.doppel.com/legal/privacy-policy**. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms. For the avoidance of doubt, you are hereby representing to Doppel that you understand and accept how we collect, use, and disclose information concerning your use of the Site, as set forth in our Privacy Policy linked above – including for any information that may have been collected, used and/or disclosed prior to your review and acceptance of these Terms. You understand and agree that (a) we are justifiably relying on this representation in granting you access to the Site and (b) if you later take legal action inconsistent with this representation, this will constitute evidence that your representation was false. In that case, we may elect to terminate these Terms, without prejudice to our ability to seek damages resulting from your breach. If you do not agree to the practices described in our Privacy Policy, you may not use the Site, provide us with any information, or seek to enforce any aspect of these Terms.

Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

A. Physical Security.

We will exclusively use Google Cloud Platform ("**GCP**") for the provisioning of data center facilities. GCP meets the physical security requirements appropriate for the processing and

storage of customer data and we will regularly review the GCP certification of its data center facilities. Our offices will not store tangible customer data in any form. Office facilities are protected with locks, cameras, and alarm systems. Notwithstanding the foregoing, customer data may be temporarily downloaded onto Company-owned laptops for data analysis and/or troubleshooting. Laptops are security-hardened with a configuration that includes full-disk encryption, enforced password authentication, automatic screensaver with password unlock, and malware protection.

B. Network, Storage, and Hosting Security.

We will ensure customer data under our control traversing any public network will be end-to-end encrypted using TLS 1.2 or better, and a cipher suite adhering to the recommendations of NIST SP 800-52 of at least AES128-SHA256 or better. We will store all customer data transmitted to us in GCP Storage containers set with encryption-at-rest to AES256 or better; or in our databases encrypted to AES256 or better; or to online backups ("**snapshots**") stored in GCP set with encryption-at-rest to AES256 or better. Only NIST-approved ciphers and modes will be used for encryption. We will not store customer data on removable media (e.g. tapes, removable disks, flash drives, etc.) in the normal course of business. Any transfer of customer data via removable media is prohibited without the customer's written approval. We will implement appropriate tools, equipment and mechanisms in the environment of, and within, the application designed to reduce the risk of unauthorized access to customer data. Such tools may include deployment of firewalls, intrusion detection systems, malware detection, and malware interception software. We will monitor all such tools, and assess and take steps to address any incidents of which it becomes aware without undue delay.

C. Logging and Monitoring.

We will continuously monitor infrastructure, network, storage, and system performance. We maintain intrusion detection systems that log events to our security team in real-time. Additional security logs are generated for periodic review by the security team including failed and successful login attempts. Security logs are retained for a period of at least one year.

D. Video Content and Cookies

The Site may contain video content, audiovisual content, or content of a like nature (collectively, "**Video Content**"). Additionally, the Site may include online technologies and code-based tools, including cookies, pixels, web beacons, and software development kits, that track and analyze information about your activity on the Site (collectively, "**Cookies**"). You understand and agree that Doppel utilizes Cookies to operate the Site.

Cookies may result in information about your use of the Site, including information related to the webpages and Video Content that you access, being transmitted from your browser to Doppel and/or to third parties, which, in turn, may result in the display of targeted advertisements on third-party websites, applications, platforms, products, or Site ("**External Site**"). Whether

Cookies on the Site result in your browser's transmission of information to third parties depends on a number of factors that may be outside of our knowledge or control, including what External Site you use, what information you have provided to External Site, and whether and the extent to which you have limited the use of Cookies by External Site.

You hereby acknowledge and agree that, if Cookies on the Site result in your browser's transmission of information to External Site, (a) you are consenting to the use of Cookies on the Site and such transmissions to External Site, (b) such transmissions do not constitute a "knowing disclosure" of "personally identifiable information" by Doppel, nor is Doppel a "video tape service provider," under the Video Privacy Protection Act (18 U.S.C.A. § 2710) ("**VPPA**") or similar laws, (c) such disclosures are conducted in the ordinary course of Doppel's business, (d) such transmissions will not result in any injury to you, (e) all of Video Content provided through the Site is intangible streamed content, and is therefore not "material" or in any way similar to prerecorded video cassette tapes, and (f) you will not initiate any litigation or otherwise assert any claim against Doppel based, in whole or in part, on such transmissions, whether under the VPPA, the California Invasion of Privacy Act (Cal. Penal Code § 630 *et seq*.), similar common law claims, or any other similar statute, regulation, or cause of action. All of the foregoing conditions are material to our ability and willingness to grant you access to the Site. If you do not agree to any of these representations, you are prohibited from using the Site.

E. Chat Service

The Site may include a chat service (the "**Chatbot**"), which may be powered, in whole or in part, by generative artificial intelligence. If you interact with the Chatbot, you may not be communicating with a human representative of Doppel, in part or in full; you are communicating with an automated software system that generates responses to your inputs ("**Chatbot Output**"). The Chatbot is provided for the limited purpose of providing information and responding to inquiries concerning the Site and our Products. You agree to use the Chatbot solely for the intended purpose set forth in the preceding sentence and in compliance with these Terms.

Chatbot Output is provided for general informational purposes only. You should always verify Chatbot Output and should never rely solely on it. You agree that you are responsible for any decisions made or actions taken by you based, in whole or in part, on Chatbot Output. Unless we state otherwise in writing, any views or opinions expressed in Chatbot Output do not necessarily reflect those of Doppel. Chatbot Output may not be unique across users, meaning the Chatbot may generate the same or similar content for other users. You have no ownership or other proprietary interest in any Chatbot Output, and further agree that you have no expectation that your interactions with automated software systems over the public Internet will be or remain private or confidential, and you will not be injured in any way by the retention or further disclosure of the Chatbot Output. As such, you should not share any sensitive or personal data, or any proprietary or confidential information, with the Chatbot. Your interactions with the Chatbot may be recorded and retained by Doppel and/or our third-party technology vendors for the

purpose of addressing your inquiries and otherwise assisting you, improving the operation of the Chatbot, and for any other purposes described in our Privacy Policy, and we may disclose these records to third parties in a manner consistent with our Privacy Policy.

14. TERM AND TERMINATION

These Terms shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

15. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

16. GOVERNING LAW

These Terms, your use of the Site, and any action related thereto will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. **You expressly**

understand and agree that you will not bring claims under the law of any other state. As such, an action which does so, would constitute a Prohibited Legal Action. Any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act, 9 U.S.C., Secs. 1-16.

If any Dispute is not subject to arbitration or cannot be heard in small claims court, then the state and federal courts located in the Delaware will have exclusive jurisdiction. You and Doppel waive any objection to venue in any such courts.

17. DISPUTE RESOLUTION

A. Informal Negotiations

You and Doppel agree to first attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve the Dispute informally. The party with the complaint (the "**Complaining Party**") shall send written notice to the other party (the "**Receiving Party**") describing the facts and circumstances of the Dispute (a "**Dispute Notice**"). All Dispute Notices must: (a) be personally signed by the Complaining Party; (b) include the Complaining Party's name, physical address, and email address; (c) describe with specificity the nature and basis of the Dispute in a manner sufficient for the Receiving Party to evaluate the merits of the Complaining Party's individualized claim, and include any information reasonably accessible to the Complaining Party to support the Dispute, including any information in the possession of a third party and accessible to the Complaining Party; and (d) set forth the alleged damage and harm suffered and the specific relief sought with a calculation for it. Each Dispute Notice is limited to a single Dispute between you and Doppel. As such, your Dispute and those of others may not be combined into a single Dispute Notice.

We will send notice by (a) first-class or certified mail to the physical address we have on file for you (if any) and (b) by email to the email address we have on file for you (if any). If we do not have any address on file for you, or if we are, for any reason, unable to provide notice via the contact information on file, we reserve the right to provide notice by other reasonable means. You must send any Dispute Notice to Doppel at the contact information contained below, and which may be updated from time to time.

Both you and Doppel agree that the foregoing dispute resolution procedure (the "**Informal Dispute Resolution Procedure**") is a condition precedent that must be satisfied before initiating any arbitration or litigation against the other party. If any aspect or requirement of the Informal Dispute Resolution Procedure has not been completed, the parties agree that (a) a court of competent jurisdiction can enjoin the filing or prosecution of any arbitration or litigation and (b) unless prohibited by law, no arbitration administrator shall administer any arbitration or demand fees in connection with the Dispute.

B. Arbitration Rules

The arbitration will be administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS") and will be resolved through binding arbitration before one arbitrator. If you are a consumer, the arbitration shall be administered by JAMS under its Comprehensive Arbitration Rules & Procedures and the Expedited Procedures, which are available on JAMS' website (jamsadr.com). The applicable arbitration rules are amended by these Terms as follows:

(i) YOU AND DOPPEL AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND DOPPEL ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitrator may conduct only an individual arbitration and, except as described below for the additional procedures to govern if twenty-five (25) or more similar or coordinated Disputes are asserted against Doppel or you by the same or coordinated counsel, may not consolidate more than one individual's Disputes, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

(ii) For any arbitration you initiate, you will pay the consumer filing fee and Doppel will pay the remaining JAMS fees and costs. For any arbitration initiated by Doppel, Doppel will pay all JAMS fees and costs.

(iii) For all arbitrations where the Disputes asserted are for $25,000 or less, the arbitration shall be resolved by the submission of arbitration briefs alone and without the presentation of live witness testimony, and for all other arbitrations the following procedure will apply: (A) the arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate; (B) any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, and (C) if the parties are unable to agree on a location, such determination should be made by the JAMS or by the arbitrator.

(iv) If you or Doppel submits a dispute to arbitration and the arbitrator orders any exchange of information, you and Doppel agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, or other materials that might be exchanged or the subject of discovery in the arbitration. You and Doppel agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery in the arbitration. The arbitrator has exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability.

(v) The arbitrator's decision will follow these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief

warranted by the individual Dispute before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

(vi) JAMS' Mass Arbitration Procedures and Guidelines and the JAMS Mass Arbitration Procedures Fee Schedule will apply if twenty-five (25) or more similar Disputes are asserted against Doppel or against you by the same or coordinated counsel or are otherwise coordinated (such Disputes, "Coordinated Disputes"). Furthermore, such arbitrations will be resolved by the submission of arbitration briefs alone and without the presentation of live witness testimony. In addition to the application of the JAMS' Mass Arbitration Procedures and Guidelines and the JAMS Mass Arbitration Procedures Fee Schedule, you and Doppel understand and agree that Coordinated Disputes may delay resolution of your or Doppel's Dispute.

C. Enforceability

If any portion of this section 17 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this section 17 or the parties' ability to compel arbitration of any remaining Disputes on an individual basis pursuant to this section 17; and (iii) to the extent that any Disputes must therefore proceed on a class, collective, consolidated, or representative basis, such Disputes must be litigated in a civil court of competent jurisdiction as otherwise specified herein, and not in arbitration. The litigation of those Disputes will be stayed (and statutes of limitations tolled) pending the outcome of any individual Disputes in arbitration. Further, if any part of this section 17 is found to prohibit an individual Dispute seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this section 17 will be enforceable.

D. Exceptions

In lieu of the dispute resolution procedures in Section 17(B), you or Doppel may (a) bring a claim or elect to resolve a Dispute in small claims court in the United States consistent with any applicable jurisdictional and monetary limits that may apply, so long as the action is litigated exclusively in small claims court and is not removed or appealed to a court of general jurisdiction; and (b) file a claim in court to (i) enjoin the infringement or other misuse of its intellectual property rights or (ii) seek a declaration that the other party is in breach of these Terms. For purposes of the small claims court claim, either party may elect to pursue the claim in small claims court if within the applicable jurisdictional limits.

You and Doppel agree that, to the extent permitted by applicable law, any claims referenced in the preceding paragraph must be brought and maintained on an individual basis. In addition,

nothing in these Terms prohibits you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

The Parties further agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

18. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

19. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE

MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

20. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

21. INDEMNIFICATION

You agree to indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses (including counsel selected by Doppel in its sole discretion), made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms; (4) any breach of your representations and warranties set forth in these Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with

our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Separately, if you initiate, or threaten to initiate, any litigation, arbitration, or otherwise assert any claim against the Doppel Parties above that is based or relies, in whole or in part, upon a repudiation or breach of any promises, representations, warranties, agreements, or consents that you have made or provided pursuant to these Terms (collectively "**Prohibited Legal Actions**"), you agree to indemnify the Doppel Parties from and against any liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to the Prohibited Legal Action or your threat of the same.

22. USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

24. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

25. LIMITATION ON PENETRATION TESTING POLICY

Purpose

This policy outlines the limitations and guidelines for conducting penetration testing on the

organization's network, systems, and applications. The goal is to ensure that penetration testing is conducted securely, legally, and in a controlled manner to protect the organization's assets, data, and reputation, while minimizing risks associated with testing activities.

Scope

This policy applies to all users, customers, employees, contractors, third-party vendors, and authorized security personnel involved in the execution or oversight of penetration testing on any of the Company's systems, applications, or infrastructure.

A. Authorized Personnel and Permissions

- Only authorized personnel or third-party security professionals with explicit written consent from the Company's IT and legal departments are permitted to conduct penetration testing.
- Prior to testing, the scope and objectives of the penetration test must be clearly defined and approved by appropriate stakeholders, including IT security, legal, and compliance teams.
- The use of external third-party vendors must be governed by a formal agreement that includes confidentiality clauses, liability limitations, and data handling requirements.

B. Testing Scope Limitations

- **Predefined Systems Only**: Penetration testing may only be conducted on systems, applications, and networks that have been explicitly approved for testing. Any system or service outside the approved scope is strictly off-limits.
- **No Testing on Production Systems Without Approval**: Penetration testing on live production environments requires specific, case-by-case approval and must be scheduled to minimize disruption to normal business operations.
- **Exclusion of Critical Systems**: Critical systems, such as those related to financial transactions, healthcare data, or sensitive personal information, are excluded from penetration testing unless specially approved and additional precautions are in place.
- **Customer-Facing Services**: Testing on systems that directly interact with customers, such as e-commerce platforms or customer portals, must be conducted during off-peak hours to prevent service disruption.

C. Legal and Compliance Requirements

- **Compliance with Laws**: All penetration testing activities must comply with applicable local, state, federal, and international laws, including but not limited to data privacy regulations (e.g., GDPR, CCPA).

- **Notification to Service Providers**: If testing involves third-party or cloud-hosted environments (e.g., AWS, Microsoft Azure), explicit permission from the service provider must be obtained before testing.
- **Non-Disclosure Agreements**: All personnel conducting penetration testing must sign a non-disclosure agreement (NDA) to ensure confidentiality of the findings, vulnerabilities, and sensitive data accessed during testing.

D. Testing Methods and Tools

- **Use of Approved Tools**: Only authorized and pre-approved tools are permitted for use during penetration testing. Any unapproved or risky methods (such as brute force attacks) that could disrupt services or damage systems are prohibited.
- **No Destructive Testing**: Testing methods that may lead to data loss, system unavailability, or permanent damage (e.g., Denial of Service attacks, data corruption) are strictly forbidden.
- **Simulated Attacks Only**: All attacks must be simulated. No real malicious activity (such as the creation of backdoors or exploitation of vulnerabilities for unauthorized data access) is permitted.

E. Reporting and Remediation

- **Immediate Reporting of Critical Issues**: Any critical vulnerabilities discovered during the penetration testing process must be immediately reported to the Company's IT security team and relevant stakeholders for rapid response and remediation.
- **Final Report**: A detailed penetration testing report, including the scope, methods, vulnerabilities found, risk assessment, and recommended remediation, must be submitted to the Company's IT and security management upon the conclusion of the testing.
- **Remediation Timeline**: All discovered vulnerabilities must be remediated in accordance with the Company's vulnerability management policy, with critical vulnerabilities addressed on a priority basis.

F. Monitoring and Auditing

- **Activity Logging**: All penetration testing activities must be logged and monitored to ensure compliance with this policy and to provide a detailed audit trail in the event of an issue.
- **Audit Review**: Regular reviews of penetration testing activities, results, and compliance with this policy will be conducted by internal or external auditors.

G. Sanctions

- **Disciplinary Actions**: Unauthorized or negligent actions during penetration testing that violate this policy or cause harm to the Company's systems or data may result in disciplinary actions.
- **Legal Consequences**: Any unauthorized penetration testing activities may result in legal consequences, including civil or criminal liability for individuals or third-party vendors.

26. MISCELLANEOUS

These Terms and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Site. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

We use YouTube's APIs, therefore users must also follow YouTube's Terms (https://www.youtube.com/t/terms).

27. DOPPEL REPORT SMS TERMS

Doppel Report is a reporting service operated by Doppel Inc. that allows employees of organizations that use our services to forward suspicious text messages to a designated reporting number. By sending a text message to a Doppel Report number, you agree to receive one automated acknowledgment message for each submission. Acknowledgments confirm receipt only and do not mean that a message is safe, has been reviewed by a security team, or has received simulation reporting credit. If you believe you have received a malicious message, please also report it through your organization's security or IT channels.

Message frequency depends on the number of reports you submit. Message and data rates may apply. Reply STOP to opt out or HELP for help. Carriers are not liable for delayed or undelivered messages. Mobile information and SMS opt-in data collected through Doppel Report are handled in accordance with our Privacy Policy, including the "Mobile and SMS Information" section, and will not be shared with third parties or affiliates for marketing or promotional purposes.

28. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Doppel Inc.
440 North Barranca Avenue, #5110
Covina, CA 91723
United States
legal@doppel.com