

PARTHENON TECHNOLOGIES, INC. TERMS OF USE

Effective Date: July 20, 2024

1. **Introduction and Overview.**

These Terms of Use (“**Terms**”) set forth a legally binding agreement between you and Parthenon Technologies, Inc. (“**Parthenon**”, “**we**”, “**our**”, or “**us**”), and govern your use of any online services we control that link to these Terms, including all features and content available through such online services (collectively, the “**Service**”). By using the Service, you accept and agree to be bound by these Terms. If you do not agree to these Terms, do not use the Service.

IMPORTANT NOTICE: ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: BY AGREEING TO BE BOUND BY THESE TERMS, YOU AGREE THAT ALL DISPUTES BETWEEN US WILL BE RESOLVED BY BINDING ARBITRATION, EXCEPT FOR CERTAIN LIMITED TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION [BELOW](#). YOUR AGREEMENT TO ARBITRATE MEANS YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND THE RIGHT TO A TRIAL BY JURY, AND INSTEAD, DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. YOU ALSO AGREE THAT ALL DISPUTES BETWEEN US, WHETHER IN COURT OR IN ARBITRATION, WILL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS AND YOU ARE WAIVING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. PLEASE CLICK [HERE](#) TO READ THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION FOR FURTHER DETAILS.

In some instances, both these Terms and separate terms elsewhere on the Service will apply to your use of the Service (“**Additional Terms**”). To the extent there is a conflict between these Terms and any applicable Additional Terms, the Additional Terms will control unless they expressly state otherwise.

For details on how we process your information, please see our [Privacy Policy](#).

2. **Service Use.**

A. Content.

The Service contains: (i) materials and other items relating to Parthenon and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data,

files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Parthenon; and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”). All right, title, and interest in and to the Service and the Content is the property of Parthenon or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

B. Limited License.

Subject to your strict compliance with these Terms and any applicable Additional Terms, Parthenon grants you a limited, non-exclusive, revocable, non-assignable, and non-transferable license to download and display the Content for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be suspended or terminated for any reason, in Parthenon’s sole discretion, and without advance notice or liability. Your unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. All rights not expressly granted to you are reserved by Parthenon and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise.

C. Restrictions

You may not use the Service unless you are at least eighteen (18) years old.

You may not: (i) use the Service or Content for any political or commercial purpose; (ii) engage in any activity in connection with the Service or Content that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else’s privacy, or otherwise objectionable to Parthenon; (iii) harvest any information from the Service or Content; (iv) reverse engineer or modify the Service or Content; (v) interfere with the proper operation of or any security measure used by the Service or Content; (vi) infringe any intellectual property or other right of any third party; (vii) use the Service or Content in a manner that suggests an unauthorized association

or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms or any applicable Additional Terms. Any unauthorized use of the Service or Content is prohibited.

You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Service and Content.

D. Availability

Parthenon may suspend or terminate the availability of the Service and Content, in whole or in part, to any individual user or all users, for any reason, in Parthenon's sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Service, or upon notice from Parthenon, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service and Content.

E. Equipment

You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Service and all charges related to the same.

F. Third Parties.

The Service contains content from and links to websites, platforms operated or controlled by third parties. In addition, we may integrate technologies operated or controlled by third parties into parts of our Service. To the extent permitted by applicable law, we are not responsible for any loss or damage relating to third parties. Please see our [Privacy Policy](#) for further details regarding data processing by third parties.

G. Accounts

You may be given an opportunity to create an account for the Service. If you register an account, you agree to: (i) provide true, accurate, current, and complete information; (ii) maintain and update the information to keep it true, accurate, current, and complete; (iii) protect and prevent unauthorized access to your account; (iv) not transfer or share your account with any third party; and (v) immediately notify us of any suspected or actual unauthorized use of your account or breach of security. Please note that you are solely responsible for all activities that occur under your account, whether or not you authorized the activity, and we are not liable for any loss or damage to

you or any third party arising from your failure to comply with any of the foregoing obligations.

3. **Submissions.**

You acknowledge that any submissions you make to us or to the Service (i.e., user-generated content including but not limited to: comments, feedback, reviews, text, video, audio, photographs, messages, or other materials or items) (each, a “**Submission**”) may be edited, removed, modified, published, transmitted, and displayed by Parthenon and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you.

You grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to host, store, use, display, reproduce, modify, adapt, edit, combine with other materials, publish, distribute, create derivative works from, promote, exhibit, broadcast, syndicate, sublicense (including to third party media channels, platforms, and distributors), publicly perform, publicly display, and otherwise use and exploit in any manner whatsoever, or grant third parties the right to do any of the foregoing, all or any portion of your Submissions, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same.

To the extent permitted by applicable law, you further irrevocably grant us the right, but not the obligation, to use your name in connection with your Submissions. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights.

You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to existing or future intellectual property rights relating to your Submissions.

You will ensure that your Submissions comply with the restrictions of use set forth in section 2 C above. You represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to grant us the rights granted in this Section. You alone, though, retain whatever legally cognizable right, title, and interest that you have in your Submissions and remain responsible for them.

4. **Copyright Infringement.**

Parthenon responds to claims of copyright infringement submitted to our designated agent under the Digital Millennium Copyright Act, 17 U.S.C. § 512. Our designated agent is:

John Collins
Parthenon Technologies, Inc.
118 Alexandra Court
Morehead City, NC 28557
888-343-0136
dmca@parthenontex.com

To submit a notice of claimed copyright infringement under U.S. law, provide our designated agent with the following written information:

A physical or electronic signature of the copyright owner or a person authorized to act on his or her behalf;

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the infringing material and information reasonably sufficient to permit us to locate that material;
- Your contact information, including your address, telephone number, and an e-mail address;
- A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you believe that your material has been removed in error in response to a copyright notification, you may submit a counter notification to our designated agent with the following written information:

- A physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the U.S., for any judicial district in which Parthenon may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

We will respond to notifications and counter notifications of claimed copyright infringement in accordance with applicable law.

5. **Disclaimer of Representations and Warranties.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND PARTHENON, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS (COLLECTIVELY, THE "**PARTHENON TECHNOLOGIES PARTIES**") DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR ENDORSEMENTS OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND FREEDOM FROM COMPUTER VIRUS. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE CONTENT OR OTHER MATERIAL MADE AVAILABLE THROUGH THE SERVICE. YOU SHOULD NOT RELY ON THE CONTENT AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL LEGAL, FINANCIAL, TAX, OR MEDICAL ADVICE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY PARTHENON OR A LICENSOR OF PARTHENON.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE DISCLAIMERS TO APPLY TO YOU, THE DISCLAIMERS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

6. **Limitation of Liability.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE PARTHENON TECHNOLOGIES PARTIES BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICE; (B) THESE TERMS; OR (C) YOUR MISUSE OF THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS MUST BE COMMENCED WITHIN ONE YEAR OF THE RELEVANT EVENTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND PARTHENON EACH WAIVE THE RIGHT TO PURSUE ANY DISPUTE, CLAIM OR CONTROVERSY RELATING TO THESE TERMS THAT IS NOT FILED WITHIN ONE YEAR AND ANY RIGHT YOU OR WE MAY HAVE HAD TO PURSUE THAT DISPUTE, CLAIM OR CONTROVERSY IN ANY FORUM IS PERMANENTLY BARRED.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7. Indemnification.

You agree to defend, indemnify and hold harmless the Parthenon Technologies Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) any breach or alleged breach by you of these Terms; (ii) your Submissions; (iii) your misuse of the Service; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; (vi) any misrepresentation made by you; or (vii) your gross negligence or willful misconduct. You shall cooperate as fully as reasonably required in the defense of any such claim. Parthenon reserves

the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

If applicable law does not allow all or any part of the above indemnification obligation to apply to you, the indemnification obligation will apply to you only to the extent permitted by applicable law.

8. **Arbitration Agreement and Class Action Waiver.**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

A. We Both Agree to Arbitrate.

To the fullest extent permitted by applicable law, Parthenon and you agree to arbitrate all disputes and claims between us, except for Excluded Claims (collectively, “**Covered Claims**”). This Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement;
- claims for mental or emotional distress or injury not arising out of physical bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

B. What is Arbitration.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** If any provision of this Arbitration Agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

C. Excluded Claims.

This Arbitration Agreement shall not require arbitration of the following types of disputes (“**Excluded Claims**”):

- statutory or common law claims related to intellectual property;
- claims arising from bodily injury;
- any claims that may be brought in a small claims court on an individual basis where the claim is properly within the jurisdiction of such court; or
- a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA.

D. Arbitration Procedure.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute relating to the Covered Claims will be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or Parthenon must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a demand for Arbitration at www.jamsadr.com.
- (2) Send three copies of the demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
- (3) Send one copy of the demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. The arbitration hearing may be by telephone or in-person. Disputes may also be resolved by submission of documents and without in-person or telephonic hearings as provided by the Rules. To the extent necessary, the locale of the hearing will be the county of the consumer’s home address or, at the consumer’s election, such other locale as mutually

agreed to by the parties, or as determined by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this agreement shall be held under California law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

E. Authority of Arbitrator.

The arbitrator will decide the rights and liabilities, if any, of you and Parthenon, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Parthenon.

F. Representative PAGA Waiver.

Notwithstanding any other provision of these Terms or the Agreement to Arbitrate, to the fullest extent permitted by law: (1) you and Parthenon expressly intend and agree not to assert a representative action on behalf of others under the Private Attorneys General Act of 2004 (“**PAGA**”), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Parthenon agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of these Terms, this Agreement to Arbitrate, or the Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this

representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from these Terms; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Agreement to Arbitrate or the requirement that any remaining disputes be arbitrated on an individual basis pursuant to the Agreement to Arbitrate; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any disputes to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those disputes, the Parties agree that litigation of those disputes shall be stayed pending the outcome of any individual disputes in arbitration.

G. Waiver of Class Actions.

TO THE EXTENT PERMITTED BY LAW, YOU AND PARTHENON AGREE THAT EACH PARTY MAY BRING CLAIMS (WHETHER IN COURT OR IN ARBITRATION) AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT PARTICIPATE AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT YOU AND PARTHENON MAY NOT BRING A CLAIM ON BEHALF OF A CLASS OR GROUP AND MAY NOT BRING A CLAIM ON BEHALF OF ANY OTHER PERSON UNLESS DOING SO AS A PARENT, GUARDIAN, OR WARD OF A MINOR OR IN ANOTHER SIMILAR CAPACITY FOR AN INDIVIDUAL WHO CANNOT OTHERWISE BRING THEIR OWN INDIVIDUAL CLAIM. THIS ALSO MEANS THAT YOU AND PARTHENON MAY NOT PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING BROUGHT BY ANY THIRD PARTY. NOTWITHSTANDING THE FOREGOING, YOU OR PARTHENON MAY PARTICIPATE IN A CLASS-WIDE SETTLEMENT.

H. Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND PARTHENON AGREE THAT EACH PARTY WAIVES THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO A TRIAL BY A JURY.

I. Choice of Law/Forum Selection.

These Terms have been made and shall be construed and enforced in accordance with the laws of the State of California as an agreement wholly

performed therein without regard to their conflict of law provisions. For all litigation regarding Excluded Claims and any other controversy or claim for which arbitration is denied, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in Los Angeles County in the State of California.

J. Opt-out of Arbitration Agreement.

This Arbitration Agreement automatically applies to your use of the Service. You can opt-out of this Arbitration Agreement within 30 days of your first use of the Service. If we make changes to the Arbitration Agreement, you may opt-out of those changes within 30 days of us posting the updated Arbitration Agreement, provided that such opt-out will only apply to the changes and is not an opt-out of arbitration altogether. To opt-out, email us at contact@parthenontex.com with subject ARBITRATION within the 30 day timeframe with the following information: (i) your full legal name, (ii) your complete mailing address, (iii) your phone number, (iv) if applicable, the username or email address associated with any potential account or newsletter; and (v) the approximate date of your initial use of the Service. Such an opt-out email must be sent by you personally, and not by your agent, attorney, or anyone else purporting to act on your behalf. It must include a statement, personally signed by you, that you wish to opt-out to the Arbitration Agreement.

9. Changes to Terms.

We reserve the right, at any time in our sole discretion, to modify or replace any part of these Terms and any applicable Additional Terms, without prior notice. You agree that we may notify you of any updated Terms and any applicable Additional Terms by posting them on the Service so that they are accessible via a link from the home page, and/or to send you an e-mail to the last e-mail address you provided to us. All such changes are effective immediately when we post them, or such later date as may be specified in the notice of updated Terms and any applicable Additional Terms. If you object to any such changes, your sole recourse is to cease using the Service.

10. Contact Us.

If you have any questions, please contact us:

By email:

contact@parthenontex.com

By mail:

Parthenon Technologies, Inc.
P. O. Box 1672

Morehead City, NC 28557

By toll-free phone:

888-343-0136

11. General Provisions.

A. Consent or Approval.

No Parthenon consent or approval may be deemed to have been granted by Parthenon without being in writing and signed by an officer of Parthenon.

B. Notices.

All legal notices to us must be mailed to: Parthenon Technologies, Inc., P.O. Box 1672, Morehead City, NC 28557. When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

C. Survival.

The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the Service, including sections on Service Use (except for the limited license), Submissions, Copyright Infringement, Subscriptions and Products, Text Messages, Disclaimer of Representations and Warranties, Limitation of Liability, Indemnification, Arbitration Agreement and Class Action Waiver, Changes to Terms, and General Provisions, will survive.

D. Support.

You acknowledge that the provision of support is at Parthenon's sole discretion and that we have no obligation to provide you with customer support of any kind.

E. Severability; Interpretation; Assignment.

If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. Parthenon may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time

without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Parthenon.

F. Compete Agreement; No Waiver.

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Parthenon in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

G. International Issues.

Parthenon controls and operates the Service from the U.S., and Parthenon makes no representation that the Service is appropriate or available for use beyond the U.S. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Service. Software related to or made available by the Service may be subject to export controls of the U.S., and, except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

H. Investigations; Cooperation with Law Enforcement.

Parthenon reserves the right to investigate and prosecute any suspected breaches of these Terms or the Service. Parthenon may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

I. California Consumer Rights and Notices.

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.