

Aposphere Terms of Service

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Aposphere, (“Aposphere,” “we,” “our”) offers a variety of team planning, productivity, data management, collaboration, and organizational tools available online, including via mobile application(s) (collectively, the “Service”), and websites, including but not limited to www.aposphere.com, blog.aposphere.com, community.aposphere.com (the “Website(s)”).

Aposphere has three different types of users depending on the Aposphere products used:

- We call users of the Websites “Site Visitors.”
- We call users who use the free version of the Aposphere Service “Free Users.” While Free Users can access and use the Service, they have access to a more limited set of Service features and functionality than Subscribers.
- We call users who use the Service as part of a paid Aposphere subscription plan (regardless of the subscription tier) “Subscribers.” The Service features and functionalities available to Subscribers are determined by the subscription tier and the specific terms agreed to between Aposphere and the organization (e.g., your employer or another entity or person, called the “Customer”) that entered into a separate agreement that governs delivery, access, and use of the Service (the “Customer Agreement”).

We refer to these three types of users collectively as “Users” or “you” for purposes of these User Terms of Service (the “Terms”). Regardless of what type of User you are, these Terms create a legal agreement directly between you and Aposphere and explain the rules governing use of the Service and Websites. By accessing or using the Service and Websites, you acknowledge and agree that you have read, understand, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not access or use the Service and Websites.

IMPORTANT NOTICE: DISPUTES ABOUT THESE TERMS AND THE SERVICE AND WEBSITES PROVIDED BY AOSPHERE MAY BE SUBJECT TO ARBITRATION.

We may, from time to time, modify these Terms. Please check this page periodically for updates. If you do not agree to, or cannot comply with, the modified Terms, you must stop using the Service and Websites. The updated Terms will take effect upon their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you, and except as provided in the Mandatory Arbitration Waiver section of these Terms. Your continued use of the Service and Websites after any such update constitutes your acceptance of such changes.

1. ELIGIBILITY

1.1 General. To use the Service and Websites you must be, and represent and warrant that you are, at least [16] years of age and competent to agree to these Terms. If Aposphere has previously prohibited you from accessing or using the Service and Websites, you are not permitted to access or use the Service and Websites.

2. ACCOUNT REGISTRATION AND USE

2.1 Account Registration and Confidentiality. To access the Service and Websites, you must register for an Aposphere account by creating a user name and password. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your user name and password. We may assume that any communications we receive under your account have been made by you. If you are a billing owner, an administrator, or if you have confirmed in writing that you have the authority to make decisions on behalf of a Customer (“Account Administrator”), you represent and warrant that you are authorized to make decisions on behalf of the Customer and agree that Aposphere is entitled to rely on your instructions.

2.2 Unauthorized Account Use. You are responsible for notifying us at terms-questions@aposphere.com if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. Aposphere will not be liable for any loss, damages, liability, expenses or attorneys’ fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses and attorneys’ fees incurred by Aposphere or a third party due to someone else using your account. In the event that the Account Administrator or Customer loses access to an account or otherwise requests information about an account, Aposphere reserves the right to request from the Account Administrator or Customer any verification it deems necessary before restoring access to or providing information about such account in its sole discretion.

3. OUR PROPRIETARY RIGHTS

The Service and Websites are owned and operated by Aposphere and contain materials (including all software, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks) which are derived in whole or in part from materials supplied by Aposphere and its partners, as well as other sources, and are protected by Swiss copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. The Service and Websites are also protected as a collective work or compilation under Swiss copyright and other law and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service and Websites. You acknowledge that the Service and Websites have been developed, compiled, prepared, revised, selected, and arranged by Aposphere and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Aposphere and such others. You agree to protect the proprietary rights of Aposphere and all others having rights in the Service and Websites during and after the term of these Terms and to comply with all written requests made by Aposphere or its suppliers and licensors (collectively, “Suppliers”) of content or otherwise to protect their and others’ contractual, statutory, and common law rights in the Service and Websites. You agree to notify Aposphere immediately upon becoming aware of any claim that the Service and Websites infringe upon any copyright, trademark, or other contractual, statutory, or other legal rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including

without limitation rights in and to all applications and registrations relating to the Service and Websites shall, as between you and Aposphere, at all times be and remain the sole and exclusive property of Aposphere. Any unauthorized use of any material contained on or through the Service and Websites may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

4. USER CONTENT AND FEEDBACK

4.1 User Content and Submissions on the Service. The Service allows you to create/manage programs, projects, logical models, tasks, data sets and submit/integrate associated information, text, files, as well as other resource-materials (collectively, "User Content") and to share that User Content with others. User Content submitted or otherwise made available to the Service is subject to the following terms:

4.1.1 Free User Content. Free Users maintain ownership of the User Content that they submit to the Service ("Free User Content"). By submitting Free User Content, Free Users grant Aposphere a license to access, use, copy, reproduce, process, adapt, publish, transmit, and display that Free User Content, as permitted by Aposphere's Privacy Policy, including if required to do so by law or in good faith to comply with legal process. We reserve the right to remove any Free User Content on the Service that violates these Terms or that is otherwise objectionable in Aposphere's sole discretion.

4.1.2 Subscriber User Content on the Service. Content submitted to the Service by Subscribers ("Subscriber User Content") is owned and controlled by the Customer as set forth in the introduction to these Terms and the Customer Agreement, except with respect to Subscriber User Content submitted by students pursuant to a Customer Agreement with an educational institution ("Student Content"). Such Student Content is owned by the student and not the educational institution. Aposphere maintains a limited, non-exclusive and non-transferrable (except in connection with the sale or transfer of its business) license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display Subscriber User Content for the following limited purposes: (i) to maintain, provide and improve the Service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Subscriber User Content is in violation of the Customer Agreement or these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process that meets the requirements of the Customer Agreement and other guidelines written by us as relevant; and (v) as otherwise set forth in our Customer Agreement or as expressly permitted in writing by the Customer.

4.2 Feedback on the Websites. The Websites may have certain features that allow you to submit comments, information, and other materials (collectively, "Feedback") to Aposphere and share such Feedback with other users, or the public. By submitting Feedback through the Websites, you grant Aposphere a license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that Feedback for any purpose (including in testimonials or other Aposphere marketing materials and where required to do so by law or in good faith to comply with legal process.). We reserve the right to remove any Feedback posted in public forums for any reason at our sole discretion.

4.3 User Content and Feedback Representations. You acknowledge and agree that you have all required rights to submit User Content and Feedback without violation of any third-party rights. You understand that Aposphere does not control, and is not responsible for, User Content or Feedback, and that by using the Service and/or Websites, you may be exposed to User Content or Feedback

from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Please also note that User Content and Feedback may contain typographical errors, other inadvertent errors or inaccuracies. You agree that you will indemnify, defend, and hold harmless Aposphere for all claims resulting from User Content or Feedback you submit through the Service and/or Websites. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

5. LICENSE AND ACCEPTABLE USE

5.1 Your License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to access and use the Service and Websites only for your own internal use (or, for Subscribers, uses authorized by the Customer), and only in a manner that complies with all legal requirements that apply to you or your use of the Service and Websites, including the Aposphere Privacy Policy and these Terms. Aposphere may revoke this license at any time, in its sole discretion.

5.2 Acceptable Use. All Users must comply with the following rules regarding acceptable use of the Service and Websites. You may not:

- access, tamper with, or use non-public areas of the Service and Websites, Aposphere's computer systems, or the technical delivery systems of Aposphere's providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure;
- access or search the Service and Websites by any means other than Aposphere's publicly supported interfaces (for example, "scraping");
- attempt to disrupt or overwhelm our infrastructure by intentionally imposing unreasonable requests or burdens on our resources (e.g. using "bots" or other automated systems to send requests to our servers at a rate beyond what could be sent by a human user during the same period of time); or
- interfere with or disrupt the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the Service and Websites, or by scripting the creation of User Content in such a manner as to interfere with or create an undue burden on the Service and Websites.

Misuse of the Service and Websites. You may not utilize the Service and Websites to carry out, promote or support:

- any unlawful or fraudulent activities;
- the impersonation of another person or entity or the misrepresentation of an affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- activities that are defamatory, libelous or threatening, constitute hate speech, harassment, or stalking;
- the publishing or posting of other people's private or personal information without their express authorization and permission;

- the sending of unsolicited communications, promotions advertisements, or spam;
- the publishing of or linking to malicious content intended to damage or disrupt another user's browser or computer; or
- the promotion or advertisement of products or services other than your own without appropriate authorization.

User Content Standards Within the Service and Websites. You may not post any User Content on the Service or Websites that:

- violates any applicable law, any third party's intellectual property rights, or anyone's right of privacy or publicity;
- is deceptive, fraudulent, illegal, obscene, pornographic defamatory, libellous or threatening, constitutes hate speech, harassment, or stalking;
- contains any personal information of minors;
- contains any sensitive personal information, such as financial information, payment card numbers, social security numbers, or health information without Aposphere's prior written consent granted as part of a Customer Agreement;
- contains viruses, bots, worms, or similar harmful materials; or
- contains any information that you do not have a right to make available under law or any contractual or fiduciary duty.

Violations of this Section 5. In addition to any other remedies that may be available to us, Aposphere reserves the right to take any remedial action it deems necessary, including immediately suspending or terminating your account or your access to the Service or Websites, upon notice and without liability for Aposphere should you fail to abide by the rules in this Section 5 or if, in Aposphere's sole discretion, such action is necessary to prevent disruption of the Service or Websites for other users. If you are a Subscriber, Aposphere reserves the right to notify the Customer's Account Administrator(s) or other Customer representative(s) of any violations of these Terms.

6. PRIVACY

For information about how we collect, use, and share the data we collect from and about you, please see our Privacy Policy which is incorporated by reference into these Terms.

7. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

THE SERVICE AND WEBSITES AND USER CONTENT, WHETHER PROVIDED BY AOSPHERE, ITS LICENSORS, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICE AND WEBSITES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, AOSPHERE DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE SERVICE AND WEBSITES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR FEATURES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING, AND UPLOADING OR INTEGRATION OF USER CONTENT) WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE

CORRECTED, OR (iv) THE SERVICE AND WEBSITES OR THE SERVER(S) THAT MAKE THE SERVICE AND WEBSITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL AOSPHERE OR ITS AFFILIATES, LICENSORS, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND WEBSITES, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE SERVICE AND WEBSITES, OR ANY LINK PROVIDED ON THE SERVICE AND WEBSITES, WHETHER OR NOT AOSPHERE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, ANY APPLICABLE SITUATION THAT WOULD BE RECOGNISED AS A TORT IN COMMON LAW OR ITS EQUIVALENT IN SWISS CIVIL LAW, STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE SERVICE OR WEBSITES TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT OR SERVICE, €100 OR ITS SWISS EQUIVALENT. AOSPHERE DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE AND WEBSITES OR ANY WEBSITE FEATURED OR LINKED TO AND/OR THROUGH THE SERVICE AND WEBSITES, AND AOSPHERE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICE AND WEBSITES. AOSPHERE WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW.

PLEASE ALSO NOTE THAT WE PROVIDE THE SERVICE AND THE WEBSITES FOR YOUR INTERNAL USE ONLY. WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR LOSS OF OPPORTUNITY THAT RESULTS FROM YOUR USE OF THE SERVICE AND THE WEBSITES OR FROM THE FACT THAT YOU PLACE YOUR RELIANCE ON THEM. THE INFORMATION PRESENTED ON OR THROUGH THE SERVICE AND THE WEBSITES IS MADE AVAILABLE TO YOU FOR GENERAL INFORMATIONAL PURPOSES ONLY. WE DO NOT ENDORSE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS, THEREFORE, STRICTLY AT YOUR OWN RISK.

8. VIRUSES

You understand that we cannot and do not guarantee that files available for download from the Internet or from our Service or Websites will be free of viruses or other malware. You are responsible for implementing sufficient control procedures to meet your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Service and the Websites for any restoration of lost data.

9. INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD AOSPHERE AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, CONTRACTORS, OR REPRESENTATIVES (AND

ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE SERVICE AND WEBSITES, YOUR CONNECTION TO THE SERVICE AND WEBSITES, YOUR VIOLATION OF THE TERMS OR AOSPHERE'S PRIVACY POLICY, YOUR VIOLATION OF AN APPLICABLE LAW, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE SERVICE AND WEBSITES, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER INDIVIDUAL OR ENTITY. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

10. THIRD-PARTY LINKS AND SERVICE AND WEBSITES

The Service and Websites may provide (1) information and content provided by third parties; (2) links to third-party websites or resources, such as sellers of goods and services; and (3) third-party products and services for sale directly to you. Aposphere is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that Aposphere shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

11. MODIFICATION

Aposphere reserves the right at any time to modify or discontinue, temporarily or permanently, the Service and Websites (or any part thereof), with or without notice. You agree that Aposphere shall not be liable to you or any third party for any modification, suspension or discontinuance of the Service and Websites.

12. APPLICABLE LAW

Please note that these Terms, and their subject matter and formation, are governed by the laws of Switzerland.

You may contact Aposphere by email at dispute-notice@aposphere.com if you have any complaints or disputes regarding the Service. You and Aposphere shall use reasonable efforts to resolve any dispute, claim, question or disagreement through consultation and good faith negotiation. These dispute resolution formalities are a prerequisite to any legal action or other form of complaint by a party. If we are unable to agree to a resolution within 30 days of the time Informal Dispute Resolution is implemented, and to the extent permitted by applicable law, all disputes, demands, claims or actions between you and Aposphere relating to or arising out of the Services shall be subject to the exclusive jurisdiction of the courts of Switzerland.

13. GENERAL PROVISIONS

13.1. No Waiver. If we fail to insist that you perform your obligations under these Terms, or if we do not enforce our rights, or if we delay in doing so, this does not mean that we have waived those rights and that you are not bound by your obligations. Any waiver to take any action against a failure or violation on your part will only be in writing and will in no way constitute an automatic waiver of any action taken in sanction of a future failure on your part.

13.2. Divisibility. Each of the provisions of these Terms operates separately. If a court or a competent authority sanctions one of the clauses for illegality or unenforceability, the other clauses will remain in full force.

13.3. Various. The titles of the sections of these Conditions are provided for information only and have no legal or contractual effect.

13.4 Notices. We may notify you by email, on the Service and Websites, or by any other method we choose. Such notice shall take effect upon dispatch. If you wish to notify us, such notification will be effective upon receipt and you must use the following electronic address: terms-questions@aposphere.com.

14. MANDATORY ARBITRATION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

14.1 Application. This Section 14 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and court claims for certain smaller amounts which may follow a fixed procedure analogous to those of Small Claims Courts in England, as provided below.

14.2. Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at dispute-notice@aposphere.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and court claims for certain smaller amounts which may follow a fixed procedure analogous to those of Small Claims Courts in England, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Aposphere, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

14.3 Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in section 14.4 below) subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' formation, performance, and breach), the parties' relationship with each other, and/or your use of Aposphere shall be finally settled by binding arbitration administered by the relevant authority in Switzerland.

If you are a resident of Switzerland arbitration may take place in the canton of Zurich. This also applies to individuals residing outside Switzerland; arbitration shall be initiated in the canton of Zurich and you and Aposphere agree to submit to the personal jurisdiction of the relevant Swiss arbitration courts.

14.4 Exception: Litigation of Intellectual Property and court claims for certain smaller amounts which may follow a fixed procedure analogous to those of Small Claims Courts in England. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in in the relevant Swiss Courts to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in the relevant Swiss Courts for disputes or claims within the scope of that court's jurisdiction.

14.5 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to dispute-notice@aposphere.com with the subject line, "ARBITRATION WAIVER OPT-OUT." The notice must be sent within the later of 30 days of your first use of the Service or within 30 days of changes to this section being announced on the Site. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Aposphere also will not be bound by them.

14.6 Changes to This Section. Aposphere will provide thirty (30) days' notice of any changes to this section by posting on the Service and Websites. Amendments will become effective thirty (30) days after they are posted on the Service and Websites or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day.

14.7 Survival. This Mandatory Arbitration Waiver section shall survive any termination of your use of the Service and Websites.

15. CONTROLLING LAW AND SEVERABILITY

These Terms shall be construed in accordance with and governed by the laws of Switzerland notwithstanding its conflicts of law principles. Any dispute arising out of these terms and conditions or the use of this site shall be initiated and conducted in the state or federal courts of Switzerland , and you and Aposphere consent to the exclusive jurisdiction of such courts.

16. GENERAL TERMS

16.1 Force Majeure. Under no circumstances shall Aposphere or its licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.

16.2 No Waiver. No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and the failure of Aposphere to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

16.3 Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

16.4 Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service and Websites and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16.5 Miscellaneous. These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and Aposphere and govern your use of the Service and Websites, and supersede any prior agreements between you and Aposphere on the subject matter. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Aposphere without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Aposphere. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. The section titles in these Terms are for convenience only and have no legal or contractual effect. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms shall survive.

16.6 Notices. We may deliver notice to you by e-mail, posting a notice on the Service and Websites or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following email address: (1) terms-questions@aposphere.com.

17. QUESTIONS

If you have any questions about these Terms, please contact us at terms-questions@aposphere.com.