



Terms of Service

These General Terms of Service (“General Terms”) are a legal agreement between you, as a current or prospective customer of Arx Nimbus’s services (“you,” “your”) and Arx Nimbus, Inc. Arx Nimbus, LLC, (“Arx Nimbus,” “we,” “our” or “us”) and govern your use of Arx Nimbus’s services, including mobile applications, websites, software, hardware, and other products and services (collectively, the “Services”). If you are using the Services on behalf of a business, you represent to us that you have authority to bind that business or entity to these terms, and that business accepts these terms. By using any of the Services, you agree to these General Terms and any policies referenced within (“Policies”), including our Privacy Notice (see Section 8) and terms that limit our liability (see Section 18) and require individual arbitration for any potential legal dispute (see Section 21), which are collectively incorporated herein by reference. You also agree to any additional terms specific to Services you use (“Additional Terms”), such as those listed below, which become part of your agreement with us (collectively, the “Terms”). You should read all of our terms carefully.

- Payment Terms – specified in our License Agreements and Proposals
- Reseller and Channel Partner Terms of Service – Applicable if you have a Reseller or Channel Partner Agreement with us

1. Arx Nimbus Account Registration

Provide accurate personal information during registration and keep the information current. We can suspend or terminate your account if you provide incomplete or false information.

You are responsible for all activity on your account.

You must open an account with us (a “Arx Nimbus Account”) to use the Services. During registration we will ask you for information, which may include but is not limited to, your name and other personal contact information. You must provide accurate and complete information in response to our questions, and you must keep that information current. You are fully responsible for all activity that occurs under your Arx Nimbus Account, including for any actions taken by persons to whom you have granted access to the Arx Nimbus Account. We reserve the right to change the account type, suspend or terminate the Arx Nimbus Account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

2. Revisions, Disclosures and Notices



We can make updates to our terms of service at any time, and we'll notify you of these updates as appropriate. By continuing to use our services after these updates, you agree to the revised terms.

You also agree to receive notices from us electronically.

We may amend the Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a "Revised Version"). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version. However, should the revised terms of service be unacceptable to you, the contract would then become voidable with no penalties or additional fees. Any Dispute (as defined in Section 20) that arose before the changes will be governed by the Terms in place when the Dispute arose.

You agree to these Terms of Service. We may provide disclosures and notices required by law and other information about your Arx Nimbus Account to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your Arx Nimbus Account. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact Arx Nimbus Support. If we are not able to support your request, you may need to terminate your Arx Nimbus Account.

3. Restrictions

If you want to use our services, you can't do certain bad things. If we think you are doing these bad things, we have the right to share your information with law enforcement.

You may not, nor may you permit any third party, directly or indirectly, to:

1. export the Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII);
2. engage in any activity that may be in violation of regulations administered by the United States Department of the Treasury's Office of Foreign Asset Control (31 C.F.R. Parts 500-599). Prohibited activity includes but is not limited to the provision of Services to or for the benefit of a jurisdiction, entity, or individual blocked or prohibited by relevant sanctions authorities, including but not limited to activities in Iran, Cuba, North Korea, Syria, or the Crimean Region of the Ukraine. If found to be in apparent violation of these restrictions, your account could be terminated and your funds could be held for an indefinite period of time;
3. access or monitor any material or information on any Arx Nimbus system using any manual process or robot, spider, scraper, or other automated means;



4. except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
5. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
6. publicly display, republish, post, information or Services from Arx Nimbus;
7. use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement;
8. transfer any rights granted to you under these General Terms;
9. use the Services in a way that distracts or prevents you from obeying traffic or safety laws;
10. use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
11. use the Services for any illegal activity or goods or in any way that exposes you, other Arx Nimbus users, our partners, or Arx Nimbus to harm; or
12. otherwise use the Services except as expressly allowed under these Terms.

If we reasonably suspect that your Arx Nimbus Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Arx Nimbus Account, and any of your transactions with law enforcement.

4. Compatible Mobile Devices and Third Party Carriers

We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as “jail broken.”

5. Your Content

You retain all rights to your content when you upload it into our services, but you do give us broad rights to use, modify, display your content in our services. You can see specifics on the rights you grant us below.

Also, anything you provide us or make available to the public through our services must not contain anything that we think is objectionable (e.g., illegal, obscene, hateful or harmful to you, our customers or us). We can remove any content at any time.



The Services may include functionality for uploading or providing suggestions, recommendations, feedback, stories, photos, documents, logos, products, loyalty programs, promotions, advertisements and other materials or information (“Content”).

You will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Arx Nimbus’s or its partners’ products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose Arx Nimbus, its affiliates or its customers to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. Arx Nimbus may also monitor such Content to detect and prevent fraudulent activity or violations of Arx Nimbus’s General Terms. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

6. Intellectual Property Infringement

We respect the intellectual property rights of others and ask you to do the same. We have adopted an Intellectual Property Policy regarding third-party claims that your material infringes the rights of others. We respond to all valid notices of such infringement, and our policy is to suspend or terminate the accounts of repeat infringers.

7. Security

We take security incredibly seriously, but can’t guarantee that bad actors will not gain access to your personal information. You need to do your part by keeping your passwords safe, being smart about who has access to your account and which of your devices can access our services, and letting us know if you think an unauthorized person is using your account.

If there is ever a dispute about who owns your account, we are the decider.

We have implemented technical and organizational measures designed to secure your information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those



measures or use your personal information for improper purposes. You provide your personal information at your own risk.

You are responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or Arx Nimbus Account or any other breach of security. Notwithstanding Sections 20 and 21, in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any Arx Nimbus Account subject to dispute) will be binding on all parties.

8. Privacy

When you process information that identifies or is reasonably capable of identifying an individual to Arx Nimbus in connection with the Services (including information collected by Arx Nimbus on your behalf), you agree to comply with applicable laws regarding the collection, use, disclosure, protection, and retention of this information. You acknowledge that you have reviewed and consent to Arx Nimbus's Privacy Policy, which explains our practices with regard to any personal information you provide to us. If you or your business are located in Illinois, please see [Section 27](#).

9. Communications

You consent to us sending messages to your email or mobile devices about your account or our services, which may include marketing. You can opt out of communications in ways that are specific to that communication method, such as by unsubscribing from emails, or replying to text messages with 'STOP'.

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us when you sign-up for a Arx Nimbus account or update the contact information associated with your account. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt out of any promotional phone calls by informing the caller that you would not like to receive future promotional calls. You may only opt-out of text messages from Arx Nimbus by replying STOP. You acknowledge that opting out of receiving communications may impact your use of the Services.



10. Paid Services

Lots of what we offer is free, but we offer paid services too. We can collect payments for a paid service by either charging your linked debit/credit card or taking the payment from your transaction proceeds, Arx Nimbus-account balance or linked bank account.

We'll give you 30 days advance notice if we change our subscription fees, and you can cancel your subscription at any time.

Arx Nimbus may offer Services to be paid for on a recurring basis ("Subscription Services") or on an as-used basis ("A La Carte Services" and, together with the Subscription Services, "Paid Services"). Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your Arx Nimbus Account settings or as otherwise agreed in writing ("Subscription Fee"). A La Carte Services may subject you to fees charged per usage and/or terms. By using an A La Carte Service, you agree to pay the fees and any taxes incurred at the time of usage ("A La Carte Fees" and, together with Subscription Fees, the "Paid Service Fees").

Paid Service Fees may be paid by debit card, credit card, or by invoice process including ACH or wire transfer. If you link a debit or credit card to your account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card. Regardless of payment device, we reserve the right to collect Paid Service Fees by deduction from your transaction proceeds, the Balance (as defined in the Payment Terms) in your Arx Nimbus Account or your linked bank account.

Unless otherwise provided in a Subscription Service's terms, Subscription Fees will be charged on the 1st of every month until cancelled. You may cancel a Subscription Service at any time from your Arx Nimbus Account settings. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days' advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

11. Modification and Termination

We can terminate or deny you access to our services at any time, for any reason. You can also choose to deactivate your account at any time.

We may terminate these General Terms or any Additional Terms, or suspend or terminate your Arx Nimbus Account or your access to any Service, at any time for any reason. We may add or remove, suspend, stop, delete, discontinue or impose conditions on Services or any feature or



aspect of a Service. We will take reasonable steps to notify you of termination or these other types of Service changes by email or at the next time you attempt to access your Arx Nimbus Account. You may also terminate the General Terms and Additional Terms applicable to your Arx Nimbus Account by deactivating your Arx Nimbus Account at any time.

12. Effect of Termination

Once our relationship ends, we are not responsible for any losses you experience because of the termination of our services or for removing your data from our servers. Some terms of our agreement will still apply even after our relationship ends.

If these General Terms or your Arx Nimbus Account is terminated or suspended for any reason: (a) the license and any other rights granted under these Terms will end, (b) we may (but have no obligation to) delete your information and account data stored on our servers, and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. In addition to any payment obligations under the Payment Terms, the following sections of these General Terms survive and remain in effect in accordance with their terms upon termination: 5 (Your Content), 6 (Intellectual Property Infringement), 12 (Effect of Termination), 14 (Ownership), 15 (Indemnity), 16 (Representations and Warranties), 17 (No Warranties), 18 (Limitation of Liability and Damages), 19 (Third Party Products), 20 (Disputes), 21 (Binding Individual Arbitration), 22 (Governing Law), 23 (Limitation on Time to Initiate a Dispute), 24 (Assignment), 25 (Third Party Service and Links to Other Web Sites), and 28 (Other Provisions).

13. Your License

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the software that is part of the Services, as authorized in these General Terms. We may make software updates to the Services available to you, which you must install to continue using the Services. Any such software updates may be subject to additional terms made known to you at that time.

14. Ownership

While we're happy to have you use our services, you don't have any ownership rights in them. We can act on any ideas you share with us about how we can improve our products and services free of charge.

We reserve all rights not expressly granted to you in these General Terms. We own all rights, title, interest, copyright and other Intellectual Property Rights (as defined below) in the Services



and all copies of the Services. These General Terms do not grant you any rights to our trademarks or service marks.

For the purposes of these General Terms, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit comments or ideas about the Services (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary, confidentiality or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

15. Indemnity

If you do something using our services that gets us sued or fined, you agree to cover our losses as described below.

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys’ fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) your provision of any input data which may be inaccurate or incomplete; (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (e) your violation of any law, rule or regulation of the United States or any other country; (f) any third-party claims made by your Buyer regarding Arx Nimbus’s processing of your customer/Buyer’s Personal Information in connection with providing you with the Services; and (g) any other party’s access and/or use of the Services with your unique name, password or other appropriate security code.

16. Representations and Warranties

Here’s the part where you promise that you are who you say you are, and that you will obey the law and our terms.

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and



perform under these General Terms; (c) any information you provide in connection with the Services, including your business name, accurately and truthfully represents your business or personal identity under which you sell goods and services; (d) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including the Health Insurance Portability and Accountability Act (“HIPAA”); (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (f) your use of the Services will be in compliance with these Terms.

17. No Warranties

While we do our best to bring great products and services to our customers, we provide them as-is, without warranties. We are not responsible for any goods and services that you might buy or sell using Arx Nimbus’s services.

THE USE OF “ARX NIMBUS” IN SECTIONS 17 AND 18 MEANS ARX NIMBUS, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) INCLUDING ARX NIMBUS PRODUCTS AND SERVICES.

THE SERVICES ARE PROVIDED “AS IS” WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ARX NIMBUS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ARX NIMBUS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Arx Nimbus does not warrant, endorse, guarantee, or assume responsibility for any product or service offered by a third party. Arx Nimbus does not have control of, or liability for, third party that are used to access the Services or process data provided by the Services.

18. Limitations of Liability and Damages

As described below, if something bad happens because of your use of our services, our liability is capped.



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ARX NIMBUS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, ARX NIMBUS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL ARX NIMBUS BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ARX NIMBUS ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF ARX NIMBUS IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ARX NIMBUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

19. Third Party Products

All third party hardware and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. ARX NIMBUS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

20. Disputes

When you see the word "Dispute" in these terms, here's what it means.

"Disputes" are defined as any claim, controversy, or dispute between you and Arx Nimbus, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.



21. Binding Individual Arbitration

This section provides details about how we will resolve disputes through the arbitration process.

You and Arx Nimbus agree to arbitrate any and all Disputes by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST ARX NIMBUS. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). All Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by the American Arbitration Association (<https://www.adr.org>) according to this Section and the applicable arbitration rules for that forum. The Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the General Terms and/or Additional Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small-claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to a transaction intended for a personal, household, or family use, any arbitration hearing will occur within the county where you reside. Otherwise, any arbitration hearing will occur in Cook, Illinois, or another mutually agreeable location. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. An Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. Arx Nimbus will reimburse the arbitration fees due to the American Arbitration Association for individual arbitrations brought in accordance with this section for all claims totaling less than \$10,000 unless the Arbitrator determines that your claims were frivolous. If you prevail on any claim for which you are legally entitled to attorney's fees, you may seek to recover those fees from the arbitrator. For any claim where you are seeking relief, we will not seek to have you pay our attorney's fees, even if fees might otherwise be awarded, unless the Arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Arx Nimbus also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City and County of Cook, Illinois, or federal court for the Northern District of Illinois.



22. Governing Law

Our relationship is governed by the laws of Illinois, federal law, or both.

These General Terms and any Dispute will be governed by Illinois law and/or applicable federal law (including the Federal Arbitration Act), without regard to its choice of law or conflicts of law principles.

23. Limitation on Time to Initiate a Dispute

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues or you become aware of the wrongful acts that give rise to the Dispute, whichever is later.

24. Assignment

You may not transfer any rights you have under our terms of service to anyone else.

These General Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

25. Third Party Services and Links to Other Websites

While you're using our products and services, you may be offered services from third parties. We are not responsible for any issues you may have with them.

You may be offered services, products and promotions provided by third parties and not by Arx Nimbus, including, but not limited to, third party developers who use Arx Nimbus's services ("Third Party Services"). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not Arx Nimbus. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Arx Nimbus. Such third party websites are not governed by these General Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Notice is no longer in effect. Your browsing and interaction on a third party website,



including those that have a link in the Services is subject to that website's own terms, rules and policies.

26. Third-Party Beneficiaries

No provision in these General Terms, and any applicable Additional Terms is intended or shall create any rights with respect to the subject matter of these General Terms, and any applicable Additional Terms in any third party.

27. Illinois Businesses

If you are a "Business" as defined by the State of Illinois then this provision 27 applies to you. For purposes of this Section 27, "process", "sell", and "business purpose(s)" have the meaning ascribed to them by the State of Illinois.

a) For purposes of this Section 27, "Buyer Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household that is processed by Arx Nimbus in connection with its Services to you. Buyer Personal Information does not include information Arx Nimbus receives about your customers ("Buyers") for purposes of Arx Nimbus's digital receipt, customer directory and email marketing tools ("Arx Nimbus Buyer Features"). It does include information that your Buyer has provided you through Arx Nimbus Appointments, Arx Nimbus Invoices, or to receive Loyalty-related or promotional text messages.

b) We may receive Personal Information from Buyers for the purpose of performing Services on your behalf as described in these General Terms. We agree that we will process Buyer Personal Information collected, processed, stored or transmitted by, or accessible to us in the course of these General Terms, and other Applicable Terms of Service referenced above, only on your behalf, and for the purpose of providing you with the Services in these Terms and other applicable terms linked above based on the products you use. We acknowledge that we are prohibited from: (i) selling the Buyer Personal Information; (ii) retaining, using, or disclosing the Buyer Personal Information for any purpose other than providing to you the Services specified in these General Terms(s), and other applicable Terms of Service referenced above. As part of, and for purposes of, facilitating the Services, Arx Nimbus may (i) de-identify or aggregate the Buyer Personal Information; and (ii) process the Buyer Personal Information for operational purposes, including, without limitation, verifying or maintaining the quality and safety of the Services; improving, updating or enhancing the Services either for you or for our customers generally; detecting and preventing fraud, and for protecting the security and integrity of our Services; and complying with our legal obligations. You acknowledge and agree that Buyer Personal Information that you disclose to Arx Nimbus is provided to Arx Nimbus for the parties' business purposes.



c) We reserve the right to delete Personal Information stored pursuant to these General Terms in the ordinary course of business, pursuant to our retention schedules.