



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
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DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
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February 6, 2023

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226


RE: Request to accept a donation of a Hush Digital Privacy Protection Tool

PrivacyCheck, Inc. has awarded a donation to the City of Detroit Department of Innovation and Technology of a Hush Digital Privacy Protection Tool, valued at \$18,000.00. There is no match requirement for this donation.

The objective of the donation is to provide the department with a privacy service that gives its users visibility and control of their online footprint. The Hush Tool shows users everything the internet knows about them, assesses present threats, and works to eliminate digital risks on users' behalf.

I respectfully ask your approval to accept this donation in accordance with the attached resolution.

Sincerely,

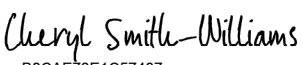
DocuSigned by:

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Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:

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Office of Budget

DocuSigned by:

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Approved as to Form
By the Law Department

Office of Development and Grants

RESOLUTION

Council Member_____

WHEREAS, the Department of Innovation and Technology has been awarded a donation of a Hush Digital Privacy Protection Tool, from PrivacyCheck, Inc., valued at \$18,000.00; and

WHEREAS, the Law Department has approved the donation subscription agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED, that the Department of Innovation and Technology is hereby authorized to accept a donation of a Hush Digital Privacy Protection Tool.

Master Subscription and Services Agreement

This Master Subscription and Services Agreement, the applicable Subscription Order Form(s,) and any other exhibits or documents expressly incorporated into them (collectively the "**Agreement**") is by and between the entity or individual designated as the Customer and signatory on the Subscription Order Form ("**Customer**"), and PRIVACYCHECK, INC., a corporation organized under the laws of the State of Delaware, United States of America, having its principal place of business at 1555 Broadway Street, Detroit, Michigan 48226 ("**PrivacyCheck**") (collectively referred to as the "Parties" and individually referred to as a "Party"). The Agreement is effective as of the Effective Date set forth in the applicable Subscription Order Form executed by Customer (the "**Effective Date**").

This Master Subscription and Services Agreement governs PrivacyCheck's delivery of Services to Customer as defined below. Customer's execution of the Subscription Order Form constitutes its acceptance to this Master Subscription and Services Agreement. Individuals accepting the Subscription Order Form and the Master Subscription and Services Agreement on behalf of a company or other legal entity represent that they have the authority to bind such entity and its affiliates to them. Additionally, all Members as defined below are subject to PrivacyCheck's Terms of Use.

1. DEFINITIONS

"**Customer Data**" means any information about or relating to Customer or any Member ("**Personal Information**") submitted by Customer or any Member or collected by PrivacyCheck from a third party in connection with the Services.

"**Subscription Order Form**" means the document that expressly incorporates this Master Subscription and Services Agreement signed by PrivacyCheck and Customer, and sets forth the terms, pricing and Services to be provided under the Agreement between PrivacyCheck and Customer.

"**Services**" collectively means the following services: (i) implementation services: creation of Member login accounts for Customer, or Customer's employees, employees' children, or household Customers; (ii) monitoring and investigative services: monitoring, verifying, censoring and editing content about Members on third-party sites or services; (iii) remediation services: signing and submitting opt-in or opt-out requests and communicating with third-party websites such as data brokers, social media platforms, or aggregators or other parties who have control over this content; (iv) ongoing services: any actions PrivacyCheck reasonably deems necessary to remediate, suppress, opt-out or remove Members' personal information from unwanted sources, search the Internet and the "deep Web," using any tools available and to take actions based on the results of these searches in fulfillment of the Services.

"**Term**" means the definition set forth in Section 9.1 of this Master Subscription and Services Agreement.

"**Member**" means an individual who is authorized by Customer to use the Services (e.g., Customer's employees) for whom Customer has purchased a subscription (or in the case of any Services provided by PrivacyCheck through a free trial, for whom Services have been provisioned).

2. PRIVACYCHECK RESPONSIBILITIES

2.1 Services. PrivacyCheck will: (a) make the Services available to Customer pursuant to the Agreement as stated in the applicable Subscription Order Form, (b) provide qualified personnel with the skills and expertise to help perform the Services, and (c) provide the Services in compliance with all Applicable

Laws. "**Applicable Laws**" means all applicable federal, state and local statutes, legislation, directives, regulations, rules, orders and requirements of any regulatory authority, court or other foreign or domestic governmental body, as applicable. PrivacyCheck may utilize subcontractors or other third parties to perform certain obligations under the Agreement provided that such arrangements do not relieve PrivacyCheck of its obligations under the Agreement.

2.2 Protection of Customer Data. As between Customer and PrivacyCheck, Customer will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data. PrivacyCheck shall maintain reasonable administrative, technical and physical safeguards to protect against the unauthorized access or acquisition of Customer Data. PrivacyCheck shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to provide the Services.

3. FEES AND PAYMENT TERMS

3.1 Subscription Fees. The Services are being provided at no cost to the Customer in exchange for the right to publicly identify the City of Detroit as a customer of PrivacyCheck, which may include identification on PrivacyCheck's customer list website, or marketing and sales materials.

3.2 Free Trial. The applicable Subscription Order Form provides for a free trial period. PrivacyCheck will make the applicable Services available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period as specified in the applicable Subscription Order Form, or (b) when terminated by PrivacyCheck in its sole discretion. During any free trial period, the Services are provided "as-is" without any representation or warranty whatsoever.

4. ACCESS, USE AND RIGHTS

4.1 Intellectual Property and Other Rights. Customer acknowledges that, as between Customer and PrivacyCheck, PrivacyCheck owns all right, title, and interest, including all intellectual property rights, in connection with the Services, and any and all intellectual property provided to Customer or any Member in connection with the Services. PrivacyCheck reserves all rights not expressly granted to Customer in this Agreement. Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

4.2 Access to and Use of Content. Subject to Customer's compliance with the terms and conditions of this Agreement, PrivacyCheck grants Customer a non-exclusive, non-transferable right to access and use the Services during the term, solely for use by Members in accordance with this Agreement. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, among other things, copy, modify, or create derivative works or improvements of the Services; reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services; access or use the Services for purposes of competitive analysis of the Services or the development, provision, or use of a competing service or product. All Members' use, including Customer's employees' use of the Services, to the extent not prohibited by Michigan or federal law, is governed by and subject to their agreement to PrivacyCheck's Terms of Use attached hereto as Exhibit A and is expressly incorporated herein by reference.

4.3 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to PrivacyCheck by mail, email, telephone, or otherwise suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), PrivacyCheck is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to PrivacyCheck on Customer's behalf, and on behalf of its employees, contractors and/or agents, all rights, title, and interest in the Feedback, and PrivacyCheck is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PrivacyCheck is not required to use any Feedback.

5. CONFIDENTIALITY

5.1 Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other means, that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (collectively, "**Confidential Information**"). Confidential Information of Customer includes Customer Data; Confidential Information of PrivacyCheck including the Services and the terms and conditions of the Agreement, including all Subscription Order Forms (and pricing) or other forms or media. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; (d) is required by Applicable Law or court order to be disclosed; or (e) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees or contractors who have a legitimate need to know the Confidential Information, and that are under a contractual or legal duty maintaining protections not materially less protective of the Confidential Information than what is provided for in this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, upon request, certify in writing to the disclosing Party that such Confidential Information has been destroyed.

6. REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties. Each party represents and warrants to the other Party that:

6.1.1. The execution, delivery and performance of the obligations undertaken in this Agreement have been duly authorized.

6.1.2. The execution and delivery of the Agreement and the performance of its obligations hereunder shall not cause either Party to violate any binding agreements or any Applicable Laws

6.1.3. It is duly licensed, incorporated, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required to perform the obligations under this Agreement.

6.1.4. It shall, during the Term, comply with all Applicable Laws and not infringe or violate the Intellectual Property Rights of any third party.

6.2 PrivacyCheck's Representations and Warranties. PrivacyCheck represents and warrants to Customer that it has a process in place for interviewing and screening prospective employees that is consistent with this Agreement, industry standards, and applicable laws and shall not assign to Customer any employees who have been convicted of any crime involving dishonesty, fraud, or theft.

6.3 PrivacyCheck's Additional Representations and Warranties. PrivacyCheck makes the following additional representations and warranties specifically in connection with the Services:

- (a) PrivacyCheck has the full and unencumbered rights and powers to grant the Customer access to and permission to use the Services, including the underlying cloud platform, and including all upgrades, updates, improvements, modifications, enhancements or customizations, and including any third-party components and platforms embedded in the Services, and the rights granted herein will not violate the terms of any of its agreements with any third party;
- (b) The PrivacyCheck 's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
- (c) The Services is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Services and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Data or the Services, with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Services;
- (d) The Services is free of any spyware and malware;
- (e) Customer Data shall be and remain the sole and exclusive property of the Customer. PrivacyCheck shall treat all Customer Data as confidential information. PrivacyCheck will be provided access to the Customer Data for the sole and exclusive purpose of performing its obligations under this Contract. Otherwise, PrivacyCheck is prohibited from disclosing any Customer Data to any third party without specific written approval from the Customer. PrivacyCheck will have no property interest in, and may assert no lien on or right to withhold Customer Data from the Customer.

- (f) PrivacyCheck has reviewed the Privacy and Security Policies and hereby represents and warrants that the Services will comply with the requirements of the Privacy and Security Policies.
- (g) Upon 3 business days' notice, PrivacyCheck will allow the Customer to perform reasonable annual audits of PrivacyCheck's compliance with the Privacy and Security Policies.
- (h) The Services, the Customer's access to the Services, the Customer's use of the Services or the Documentation, and PrivacyCheck's performance of this Agreement do not and will not conflict with, infringe upon or violate the intellectual property rights of any other person or legal entity.
- (i) The Services, the Customer's access to the Services, the Customer's use of the Services and PrivacyCheck's performance of this Contract are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person or legal entity.
- (j) There are no existing or threatened legal proceedings brought against PrivacyCheck with respect of the Services, the Documentation, or PrivacyCheck's right to grant others the right to access and use the Services, including the underlying cloud platform or the Documentation. Should PrivacyCheck become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, PrivacyCheck will notify the Customer immediately.
- (k) PrivacyCheck will meet the following Customer Data-related Services requirements:
 - (i) PrivacyCheck shall not enforce or implement any restriction on the Member's access or use of the Customer Data.
 - (ii) Upon termination of this Agreement, PrivacyCheck shall destroy all Customer Data, including back-ups and copies thereof, according to the National Institute of Standards and Services 800-53 (NIST) standards.
 - (iii) PrivacyCheck has and shall have the ability to retain Customer Data in a manner that is searchable and capable of compliance with records retention laws and best practices.
 - (iv) At no time may PrivacyCheck suspend or terminate Customer's access to any Customer Data or the Services for breach of contract without giving the Customer reasonable notice and opportunity to cure.

7. INDEMNIFICATION

7.1 PrivacyCheck Indemnification. PrivacyCheck shall indemnify, defend, and hold harmless Customer and each of its directors, officers, employees or agents from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual

property rights held in the United States (i.e., United States patents, copyrights, or trade secrets). This shall not apply to the extent that the alleged infringement arises from use of the Services in combination with data, software, hardware, equipment, or technology not provided by PrivacyCheck or modifications to the Services not made by PrivacyCheck. If such a claim is made or appears possible, Customer agrees to permit PrivacyCheck, at PrivacyCheck's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If PrivacyCheck determines that neither alternative is reasonably available, PrivacyCheck may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately without further liability upon written notice to Customer.

8. LIMITATIONS OF LIABILITY, DISCLAIMERS

8.1. Limitation of Liability. Except for any liability arising from the obligations in 7.1, in no event will PrivacyCheck or any of its affiliates be liable under or in connection with the Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) loss of production, use, business, revenue, or profit or diminution in value; (b) impairment, inability to use or loss, interruption, or delay of the services; (c) loss, damage, corruption, or recovery of data, or breach of data or system security; (d) cost of replacement goods or services; (e) loss of goodwill or reputation; or (f) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages, or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

Except for any liability arising from the obligations in 7.1, PrivacyCheck's total aggregate monetary liability under this Agreement, from all causes of action and all theories of liability, will be limited to and will not exceed the amounts paid by Customer to PrivacyCheck in connection with the Services in the twelve (12) month period preceding the first incident out of which the liability arose except for (1) PrivacyCheck's obligations to indemnify the other Party against claims of IP infringement; and (2) PrivacyCheck's breach of its confidentiality obligations in Section 5.1 or security obligations in Section 2.2. With respect to PrivacyCheck's confidentiality obligations under Section 5.1 and security obligations under Section 2.2, its total aggregate monetary liability shall not exceed the amount of insurance coverage carried by PrivacyCheck for such claims, which is the amount of One Million Dollars (\$1,000,000), and shall, at a minimum, be maintained for the duration of the term of this Agreement.

8.2 Disclaimers. Except as expressly provided herein, the services are provided "as-is" and PrivacyCheck makes no warranty of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any implied warranty of merchantability or fitness for a particular purpose to the maximum extent permitted by applicable law. Without limiting the foregoing, PrivacyCheck makes no warranty of any kind that the Services, or results of the use thereof, will meet Customer's or any other person's requirements, operate without interruption, or achieve any intended result.

9. TERM AND TERMINATION

9.1 Term and Termination. The term of this Agreement shall be as set forth on the Subscription Order Form ("**Term**").

9.2 Termination. PrivacyCheck may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any undisputed amount when due hereunder, and such failure continues more than fifteen (15) days after PrivacyCheck's delivery of written notice of such failure. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer's Services shall be discontinued, and upon Customer's written request (email is sufficient), PrivacyCheck will return or destroy Customer Data. Provided this Agreement was not terminated by Customer due to PrivacyCheck's material breach, no expiration or termination will affect Customer's obligation to pay all fees that may have become due before such expiration or termination or entitle Customer to any refund.

9.4 Surviving Provisions. The sections titled 'Access, Use and Rights,' 'Confidentiality,' 'Representations and Warranties' 'Indemnification,' 'Limitation of Liabilities; Disclaimers,' 'Term and Termination,' 'Surviving Provisions,' 'General Provisions,' and subsection 3.4 Free Trial will survive any termination or expiration of this Agreement.

10. INSURANCE

10.1 Insurance Requirements. During the term of this Agreement, PrivacyCheck shall maintain the following insurance, at a minimum and at its expense:

- (a) General liability insurance insuring PrivacyCheck's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, implementation services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Customer as an additional insured;
- (b) Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
- (c) If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and
- (d) Errors and omissions cyber liability insurance insuring PrivacyCheck to a limit of no less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the

Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the Services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to, the following occurrences:

- (i) Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws, the Privacy and Security Policies and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach, including defense of any regulatory action involving a breach of privacy;
 - (ii) Network security incidents arising from Services' security failures such as, but not limited to, unauthorized access, theft or destruction of Data, electronic security breaches, denial of service, spread of virus within PrivacyCheck's computer network, the Services or other third party computer information systems and will further include expenses related to third-party computer forensics;
 - (iii) Privacy breach expenses, including crisis management, related to electronic and non-electronic breaches;
 - (iv) Content or media liability, including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret), arising out of media content created, produced or disseminated by PrivacyCheck;
 - (v) Coverage for delay in performance of a contract or agreement, including this Agreement, resulting from an error or omission; and
 - (vi) Coverage for damages resulting from dishonest and criminal acts (excluding theft of physical property of Customer) committed by an employee (excluding principal, partner, corporate officer, director, general counsel, risk manager, or anyone acting in a similar capacity) of PrivacyCheck.
- (e) If coverage is to be cancelled or non-renewed for any reason, PrivacyCheck shall provide the Customer with thirty (30) days' notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by PrivacyCheck at PrivacyCheck's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and PrivacyCheck.
- (f) PrivacyCheck shall ensure that all policies of insurance will:
- (i) be written with an insurer properly licensed to do business;

- (ii) contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
 - (iii) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- (g) PrivacyCheck shall be responsible for payment of all deductibles contained in any insurance required under this Agreement.
- (h) PrivacyCheck shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- (i) If PrivacyCheck fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of PrivacyCheck.
- (j) PrivacyCheck and its associates and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which PrivacyCheck may sustain incidental to or in any way related to PrivacyCheck's obligations under this Agreement.

10.2 Commercial General Liability Policy. The commercial general liability policy shall be endorsed to have the general aggregate coverage application to the Services provided under this Agreement only.

10.3 Changed Conditions. If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the Customer, render inadequate the insurance limits, PrivacyCheck shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at PrivacyCheck's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the Customer.

10.4 Certificates of Insurance. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the Customer, be submitted to the Customer prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event PrivacyCheck receives notice of policy cancellation, PrivacyCheck shall immediately notify the Customer in writing.

10.5 Subcontractor Requirements. If part of this Agreement is subcontracted, PrivacyCheck shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the Customer.

10.6 Not a Waiver. The provisions requiring PrivacyCheck to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of PrivacyCheck under this Agreement.

11. GENERAL PROVISIONS

11.1 Export Compliance. PrivacyCheck and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any Member to access or use the Services in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria or Crimea) or in violation of any U.S. export law or regulation.

11.2 Entire Agreement and Order of Precedence. This Agreement constitutes the entire agreement between PrivacyCheck and Customer and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Subscription Order Form, (2) this Master Subscription and Services Agreement, and (3) the Terms of Use. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

11.3 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

11.4 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.5 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise in any one or more instances, will be deemed to be construed as a further or continuing waiver of such term, provision or condition or of any other term, provision or condition of this Agreement.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

11.7 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered by electronic mail; (ii) one (1) business day after deposit with an internationally recognized express courier (e.g., Federal Express, UPS or DHL), with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the address set forth above for PrivacyCheck, and sent to the address set forth in the Subscription Order Form for Customer, or to such other address as may be specified by either Party to the other Party in accordance with this Section.

11.8 Injunctive Relief and Specific Performance. The Parties agree that a breach of Sections titled "Access, Use and Rights" and "Confidentiality," or the scope of any of the licenses granted hereunder, may result in irreparable and continuing damage to the non-breaching Party for which there may be no adequate remedy at law, and such Party is therefore entitled to injunctive relief and specific performance as well as such other relief as may be appropriate.

11.9 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

11.10 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in the City of Detroit and County of Wayne, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court

11.11 SOC Type 2 Audit Report. For each year during the term of this Agreement, PrivacyCheck agrees to provide, at no cost to the Customer, within the earlier of (i) ninety (90) days after the end of each calendar year, or (ii) thirty (30) days after PrivacyCheck's receipt, a copy of the SOC Type 2 audit report containing a detailed description of how PrivacyCheck is managing the Customer Data, including how Customer Data is kept secure from unauthorized use and how it is securely processed.

Exhibit A

Terms of Use

Welcome to PrivacyCheck. Please read on to learn the rules and restrictions that govern your use of our digital footprint monitoring and clean up website(s), products and services (the “Services”). If you have any questions, comments, or concerns regarding these terms or the services, please contact us at:

Email: help@gohush.com

Phone: 866-806-0932

Address: 1555 Broadway Street, Detroit, MI 48226

These Terms of Use (the “Terms”) are a binding contract between you and PRIVACYCHECK, INC. (“PrivacyCheck,” “we” and “us”). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the Privacy Policy Please click [here](#). Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.

Please read these Terms carefully. They cover important information about Services provided to you and any charges, taxes, and fees we bill you. These Terms include information about future changes to these Terms, limitations of liability, a class action waiver and resolution of disputes by arbitration instead of in court. Please note that your use of and access to our services are subject to the following terms; if you do not agree to all of the following, you may not use or access the services in any manner.

Arbitration notice and class action waiver: Except for certain types of disputes described in the Arbitration agreement section below, You agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to Participate in a class action lawsuit or class-wide arbitration.

WILL THESE TERMS EVER CHANGE?

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at PrivacyCheck.ai, send you an email, and/or notify you by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

WHAT ABOUT MY PRIVACY?

PrivacyCheck takes the privacy of its users very seriously. For the current PrivacyCheck Privacy Policy, please click [here](#).

WHAT ARE THE BASICS OF USING PRIVACYCHECK?

COPPA NOTICE

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect Personal Data online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from a child under the age of 13. We will only collect or solicit Personal Data about a child under 13 years of age if you (1) certify that you are parent or legal guardian of the child,

and (2) consent to collection of your child's Personal Data ("Parental Consent"). If you are a child under 13 years of age, please do not attempt to register for or use the Services (other than as expressly permitted above) or send us any Personal Data about yourself to us before we obtain Parental Consent. If you believe that a child under 13 years of age has provided us with Personal Data without our obtaining Parental Consent, please contact us at help@gohush.com. We do not condition participation in our Services on disclosure of more Personal Data from a child under 13 years of age than is reasonably necessary for that participation, and we do not retain Personal Data from children under 13 years of age longer than is reasonably necessary in order to fulfill the purpose for which it was disclosed.

The minimum age to create an account on this platform is 18 years of age. If you are under 18 years of age, please do not attempt to register or otherwise use the Services or send us any personal information. To use our Services, you will be required to sign up for an account, select a password and user name ("PrivacyCheck User ID"), and provide us with certain information or data, such as your first name, last name, personal email address, telephone number and zip code. You may as "head of household" also register your spouse or partner (with his/her consent), or child or children for the Services (which in the case of children, provides them read only access to information that we retrieve about them), provided that, you will not attempt to register any child or children between the ages of 13-18. As head of household, you: (a) will have administrative rights to your family member's accounts, but may not access your spouse or partner's search results without their consent; and (b) you may access your child or children's account(s) to review their search results. You hereby represent and warrant that you are the parent or legal guardian of the child or children specified for any account that you create on behalf of such child or children. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your PrivacyCheck User ID a name that you do not have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. We may also request you to verify your identity using personally identifiable information in order to access your digital footprint search results as part of our Services.

Additionally, you may be able to access certain parts or features of the Services by using your account credentials from other services (each, a "Third Party Account"), such as those offered by Google and Facebook. By using the Services through a Third Party Account, you permit us to access certain information from such account for use by the Services. You are ultimately in control of how much information is accessible to us and may exercise such control by adjusting your privacy settings on your Third Party Account.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf).

You will only use the Services for your own internal, personal (including your immediate family members, provided that they have consented to the creation of an account on their behalf, or you are their legal guardian), use, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your PrivacyCheck User ID, account or password with anyone, and you must protect the security of your PrivacyCheck User ID, account, password and any other access tools or credentials. You're responsible for any activity associated with your PrivacyCheck User ID and account.

POWER OF ATTORNEY

PrivacyCheck's Services include the searching and monitoring of your digital footprint and content about you posted on public and private websites. By signing up for our Services, you grant PrivacyCheck a Limited Power of Attorney ("LPOA") to act on your behalf (and on behalf of any elected children) for the purposes of performing the Services, including but not limited to: monitoring, verifying, censoring and editing content about you on third-party sites or services, signing and submitting opt-in or opt-out requests to and communicating with third-party websites such as data brokers, social media platforms, or aggregators or other parties who have control over this content, and any other action PrivacyCheck reasonably deems necessary to remediate, suppress, opt-out your personal information from unwanted sources, search the Internet and the "deep Web" using any tools available, and to take actions based on the results of these searches in fulfillment of the Services. This LPOA will remain in full force and effect until you cancel your account with PrivacyCheck. We are not your lawyer and do not offer legal advice, nor does this Agreement or the Services create any attorney-client relationship or legal representation.

REPORTING OBLIGATIONS

As part of the Services and as further set forth in our Privacy Policy Please click [here](#), we may find information posted about you that may trigger reporting obligations of us with respect to applicable law, rule, regulation or court order.

More specifically, we provide alerts to you regarding you and your family's digital footprint. If we identify information that in our sole discretion indicates health, welfare or safety concerns for an individual or entity, we have the right, but not the obligation, to make reports to law enforcement or other appropriate governmental agencies and you consent to our authority to do so. The foregoing consent is a condition to your use of the Services.

WHAT ABOUT MESSAGING?

As part of the Services, you may receive email communications through the Services. When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages. We may notify you by telephone if we find harmful information about you posted on the Internet (if you have provided us a telephone number).

ARE THERE RESTRICTIONS IN HOW I CAN USE THE SERVICES?

You represent, warrant, and agree that you will not provide or contribute anything, including any Content (as that term is defined below), to the Services, or otherwise use or interact with the Services, in a manner that impersonates anyone, falsely states or otherwise misrepresents your affiliation with any person or entity, or knowingly provide any fraudulent, misleading, or inaccurate information; infringes or violates the intellectual property rights or any other rights of anyone else (including PrivacyCheck); violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by PrivacyCheck; is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; jeopardizes the security of your PrivacyCheck User ID, account or anyone else's (such as allowing someone else to log in to the Services as you); attempts, in any manner, to obtain the password, account, or other security information from any other user; violates the security of any computer network, or cracks any passwords or security encryption codes; runs Mail list, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means); copies or stores any significant portion of the Content; or decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

WHAT ARE MY RIGHTS IN THE SERVICES?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including PrivacyCheck's) rights.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content owned by or licensed to us solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that PrivacyCheck owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

WHO IS RESPONSIBLE FOR WHAT I SEE AND DO ON THE SERVICES?

Any information or Content retrieved for or displayed to you through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by PrivacyCheck. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that PrivacyCheck is not responsible for such risks.

PrivacyCheck does not directly control the content in any third-party websites or by any third party that you interact with through the Services. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that PrivacyCheck shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that PrivacyCheck is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release PrivacyCheck, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

WILL PRIVACYCHECK EVER CHANGE THE SERVICES?

We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

DO THE SERVICES COST ANYTHING?

Your employer or sponsor organization has agreed to pay the subscription fees for your use of our Services, and as such, our Services are provided to you at no cost. Certain of our Services may be subject to fee payments in the future, and PrivacyCheck reserves the right to implement and charge you those fees in the future.

WHAT IF I WANT TO STOP USING THE SERVICES?

You're free to do that at any time by contacting us at help@gohush.com please refer to our Privacy Policy Please click [here](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

PrivacyCheck is also free to terminate (or suspend access to) your use of the Services or your account for any reason in our discretion, including your breach of these Terms. PrivacyCheck has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

If you have deleted your account by mistake, contact us immediately at help@gohush.com we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

WHAT ELSE DO I NEED TO KNOW?

Warranty Disclaimer. PrivacyCheck and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (PrivacyCheck and all such parties together, the "PrivacyCheck Parties") make no representations or warranties concerning the Services, including without limitation regarding any Content contained in or accessed through the Services, and the PrivacyCheck Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Services. PrivacyCheck's Services are not intended for and PrivacyCheck does not guarantee the removal, suppression or the alteration of any specific Internet content. PrivacyCheck does not guarantee any specific result due to the complexity of the Internet, the evolving nature of search algorithms and the changing content and activity of the Internet. The PrivacyCheck Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services. The services and content are provided by PrivacyCheck (and its licensors and suppliers) on an "as-is" basis, without warranties of any kind, either Express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, Non-infringement, or that use of the services will be uninterrupted or error-free. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Limitation of Liability. To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without Limitation, tort, contract, strict liability, or otherwise) shall any of the PrivacyCheck parties be liable to you or to any Other person for (a) any indirect, special, incidental, punitive or consequential damages of any kind, including damages for Lost profits, business interruption, loss of data, loss of goodwill, work stoppage, accuracy of results, or computer failure or malfunction, (b) any substitute goods, services or technology, (c) any amount, in the aggregate, in excess of the greater of (i) one-hundred (\$100) dollars or (ii) the amounts paid and/or payable by you to PrivacyCheck in connection with the Services in the twelve (12) month period preceding this applicable claim or (d) any matter beyond our reasonable control. Some states do not allow the exclusion or limitation of incidental or consequential or certain other damages, so the above Limitation and exclusions may not apply to you.

Indemnity. You agree that each of your agent using PrivacyCheck's Services would agree to indemnify and hold the PrivacyCheck Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without PrivacyCheck's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of Michigan, without regard to the conflicts of laws provisions thereof.

Arbitration Agreement. Please read the following Arbitration agreement carefully because it requires you to arbitrate certain disputes and claims with PrivacyCheck and limits the manner in which you can seek relief from PrivacyCheck. Both you and PrivacyCheck acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, PrivacyCheck's officers, directors, employees and independent contractors ("Personnel") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel

will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) Arbitration Rules; Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Detroit, Michigan. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) Costs of Arbitration. The Rules will govern payment of all arbitration fees. PrivacyCheck will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. PrivacyCheck will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) Small Claims Court; Infringement. Either you or PrivacyCheck may assert claims, if they qualify, in small claims court in Detroit, Michigan or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) Waiver of Jury Trial. You and PrivacyCheck waive any constitutional and statutory rights to go to court and have a trial in front of a judge or jury. You and PrivacyCheck are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and PrivacyCheck over whether to vacate or enforce an arbitration award, You and PrivacyCheck waive all rights to a jury trial, and elect instead to have the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual Basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or Consolidated with those of any other customer or user. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor PrivacyCheck is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) Opt-out. You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 1555 Broadway Street, Detroit, MI 48226 postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) Exclusive Venue. If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or PrivacyCheck to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and PrivacyCheck agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Detroit, Michigan, or the federal district in which that county falls.

(h) Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with PrivacyCheck.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the PrivacyCheck may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of

either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and PrivacyCheck agree that these Terms are the complete and exclusive statement of the mutual understanding between you and PrivacyCheck, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of PrivacyCheck, and you do not have any authority of any kind to bind PrivacyCheck in any respect whatsoever.

Except as expressly set forth in the section above regarding the arbitration agreement, you and PrivacyCheck agree there are no third-party beneficiaries intended under these Terms.

REMEDATION AGREEMENT - POA

LIMITED PURPOSE POWER OF ATTORNEY SOLELY TO PERFORM THE SERVICES

YOU AGREE TO GIVE US A LIMITED PURPOSE POWER OF ATTORNEY, TO ACT AS LAWFUL ATTORNEY-IN-FACT FOR THE FOLLOWING PURPOSE:

1. TO PERFORM THE SERVICES, INCLUDING MONITORING, VERIFYING, CENSORING AND EDITING CONTENT REGARDING YOU ON THIRD-PARTY SITES OR SERVICES, SIGNING LETTERS OR OTHER WRITTEN CORRESPONDENCE, EFFECTUATING OPT-IN OR OPT-OUT REQUESTS TO AND COMMUNICATING WITH THIRD-PARTY WEBSITES SUCH AS DATA BROKERS, SOCIAL MEDIA PLATFORMS, OR AGGREGATORS OR OTHER PARTIES WHO HAVE CONTROL OVER THIS CONTENT, AND ANY OTHER ACTION WE REASONABLY DEEM NECESSARY TO REMEDIATE, SUPPRESS, OR OPT-OUT YOUR PERSONAL INFORMATION FROM UNWANTED SOURCES, INCLUDING SEARCHING THE INTERNET AND THE "DEEP WEB" USING ANY TOOLS AVAILABLE, AND TAKING REMEDIATION ACTIONS BASED ON THE RESULTS OF THESE SEARCHES IN FULFILLMENT OF THE SERVICES.
2. YOU GIVE AND GRANT TO US FULL POWER AND AUTHORITY TO DO AND PERFORM EVERY ACT NECESSARY TO BE DONE TO ADDRESS THE FOREGOING AS FULLY, TO ALL INTENTS AND PURPOSES, AS YOU MIGHT DO OR COULD DO INCLUDING SIGNING ANY RELEVANT DOCUMENTS OR COMMUNICATIONS.
3. THIS LIMITED PURPOSE POWER OF ATTORNEY SHALL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE TERMS AND SHALL AUTOMATICALLY TERMINATE WHEN THE SERVICES END WITHOUT FURTHER ACTION BY YOU.
4. BY AGREEING TO THE TERMS, YOU CERTIFY THAT YOU HAVE READ THIS LIMITED PURPOSE POWER OF ATTORNEY AND THE SUBJECT MATTER OF THIS DOCUMENT IS UNDERSTOOD.
5. ANY PERSON WHO RELIES ON THIS LIMITED PURPOSE POWER OF ATTORNEY WILL NOT BE LIABLE FOR PERMITTING US TO ACT UNDER IT, UNLESS ACTUAL OR CONSTRUCTIVE NOTICE IS GIVEN THAT THIS LIMITED PURPOSE POWER OF ATTORNEY HAS BEEN TERMINATED.
6. THIS LIMITED PURPOSE POWER OF ATTORNEY SHALL BE INTERPRETED AND GOVERNED ACCORDING TO THE LAWS OF THE STATE OF MICHIGAN.



Subscription Order Form

The Master Subscription and Services Agreement (the "**MSSA**"), dated as of _____, by and between the City of Detroit, a Michigan municipal corporation and PRIVACYCHECK, INC., a corporation organized under the laws of the State of Delaware, is expressly incorporated into this Subscription Order Form between Customer and PrivacyCheck. All capitalized terms not otherwise defined in this Subscription Order Form will have the meanings assigned to them in the MSSA.

TERMS AND CONDITIONS:

Effective Date: 6/15/2022	Payment: None
Permitted Member Accounts: 17	Subscription Fees: See * below
Term: 3 years; Term expires on 6/15/2025	Billing address: None

*The Service will be provided at no dollar cost to the City of Detroit in exchange for PrivacyCheck’s right to publicly identify the City of Detroit as a customer of PrivacyCheck, which may include identification on PrivacyCheck’s customer lists, website, marketing and sales materials.

Upon their respective signatures below, the Parties agree to the MSSA and this Subscription Order Form.

ACCEPTED AND AGREED:

PrivacyCheck, Inc.:

City of Detroit (Customer):

By:		By:	
Name:		Name:	
Title:		Title:	