

SureGrad
TERMS OF USE
Last revised on June 26, 2025

Welcome to SureGrad. These Terms of Service (“Terms”) govern your access to and use of all services, websites, mobile applications, communications, and other products or features provided by SureGrad (collectively, the “Platform”). By accessing or using the Platform, you accept these Terms in full. If you do not agree to all the terms and conditions set forth herein, you may not use the Platform or any of its services.

The parties to these Terms of Use are you, and the owner of this <https://www.SureGrad.co> website, SureGrad, LLC (“*SureGrad*”). All references to “we”, “us”, “our”, the “Company”, this “website”, “site”, or “platform” shall be construed to mean this website/software applications business and SureGrad, LLC.

SureGrad is not an insurance company and does not offer insurance products. SureGrad provides conditional, discretionary student support services intended to promote academic continuity and personal stability for students facing unexpected life challenges. No service provided constitutes a guarantee of payment or contractual obligation of financial coverage. Any form of financial assistance or relief is subject to SureGrad’s discretionary approval process and the availability of funds at the time of request.

1. Eligibility

To access SureGrad’s services, you must either be currently enrolled in an accredited educational institution or have accepted an offer of admission and will begin enrollment. By creating an account or submitting any support request, you affirm that the information you provide is accurate, complete, and that you meet all eligibility requirements. You will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, and

2. Membership and Payments

SureGrad operates on a paid membership model. Members pay an access fee, which may be based on a percentage of their tuition amount or a flat rate determined at the time of enrollment. Membership grants access to the SureGrad platform and eligibility to submit discretionary support requests, subject to the internal review process. It is not a payment for guaranteed coverage or reimbursement.

Fees are non-refundable unless otherwise required by applicable law. SureGrad reserves the right to change membership pricing at any time, with reasonable notice provided through the platform or email. Any fee adjustment will not affect existing members until the renewal of their membership period. By purchasing a membership or subscribing to any of our services, you agree to comply with the terms set forth in this policy, in addition to our Terms of Use and Privacy Policy.

2.1 Pricing Models

SureGrad may offer 3 types of pricing models depending on the user's institution, tuition tier, or geographic location:

a. Tuition-Based Pricing

Members may be charged a **one-time fee equal to 2% of their annual tuition cost**, rounded to the nearest dollar. The tuition amount may be **self-reported** and must be **verified through submitted documentation**.

Alternatively, members who choose the **6-month installment plan** will pay a **total fee of 2.5% of their annual tuition**, spread equally across 6 monthly payments.

b. Flat Annual Fee

In some cases, SureGrad may offer a flat-rate annual membership based on partnership agreements, school participation, or promotional access tiers.

SureGrad reserves the right to determine which model is applied in each case and to communicate pricing clearly prior to checkout.

2.2 What the Membership Fee Covers

Your membership fee gives you access to:

- Eligibility to apply for discretionary support across all 8 categories
- Personal application dashboard and submission tools
- Internal review and communication regarding support decisions
- Administrative processing of documents and verification
- General customer service, questions, and platform navigation help

It does **not** entitle you to any guaranteed benefit, payment, or approval outcome. Membership is access-based, not claim-based.

2.3 Duration and Renewal

SureGrad memberships remain valid **throughout the duration of your enrolled academic program**, starting from the date of membership activation and continuing until the official completion of your degree or academic program, as verified by documentation or enrollment records.

In addition, each membership includes **extended access to post-graduation unemployment support for up to twelve (12) months** following your official graduation date. This feature is intended to provide transitional assistance for eligible users who are actively seeking employment after completing their studies.

Unemployment-related support requests will only be considered **after the member has officially graduated** and completed a **minimum 6 months or 180+ days job search window**, supported by appropriate documentation.

2.4 Refund Policy

Membership fees are **non-refundable**, except in the following limited cases:

- A duplicate charge was made in error
- The user was ineligible for the platform and was mistakenly allowed to sign up
- Required by state or federal law

Refund requests must be submitted in writing to **support@suregrad.co** within 14 calendar days of the transaction. Refunds, if granted, will be processed to the original payment method within 10 business days.

2.5 Price Changes

SureGrad reserves the right to update or modify its pricing, structure, or feature access at any time. Any changes will apply to **future purchases or renewals only** and will not affect existing active memberships.

You will be notified via email and/or dashboard notice of any significant changes to pricing at least **5 days prior to implementation**.

2.6 Institutional or Group Pricing

SureGrad may offer discounted or customized pricing to academic institutions, student organizations, or bulk enrollees. In such cases, per-student pricing may be lower and governed by a separate service agreement between the organization and SureGrad.

For institutional pricing inquiries, please contact [**partners@suregrad.co**](mailto:partners@suregrad.co)

2.7 Taxes and Processing Fees

All applicable taxes, transaction processing fees, and surcharges may be included in your total payment depending on your location and payment method. Final pricing will be disclosed at checkout.

2.8 Questions and Support

If you have any questions about your billing, membership status, or eligibility, please contact:

[**support@suregrad.co**](mailto:support@suregrad.co)

3. Nature of Services

SureGrad is a membership-based discretionary support platform that provides conditional access to student-focused financial relief, academic continuity support, and transition services. These services are not guaranteed, are not insurance, and are not intended to replace any legal, institutional, or financial obligations otherwise provided by schools, lenders, or third parties.

All services offered through SureGrad are delivered **at the sole discretion** of SureGrad or its authorized decision-making representatives. Users are not entitled to any benefits solely by virtue of their membership or application. Each request for support is evaluated based on predefined eligibility criteria, documentation standards, available program funds, and current user status.

3.1 Scope of Discretionary Services

The categories of discretionary services offered to eligible members may include the following, subject to modification:

a. Tuition fee support.

When unexpected financial hardship strikes — whether due to personal, family, or health-related circumstances — SureGrad steps in to help keep your academic plans on track. Our Tuition Fee Support is designed to provide fast, flexible aid when students face a sudden inability to pay tuition.

b. Support Value Limit.

The total value of support disbursed to any single member may not exceed \$3,500 USD, or 25% of their verified annual tuition — whichever is lower. This limit applies across all support categories combined.

c. Support Cap.

Once this logic is done, then we divide that across 8 services, for example, if the cap for a student is 3500, that 3500 is divided across 8 services, and that is going to be cap for each service.

The cap:

- Distribute 3500 or the 25% of the tuition fee like this
- Tuition fee = 48.93%
- Emergency travel = 12.23 %
- Mental wellness = 2.72%
- Academic delay = 6.12%
- Scholarships = 4.89%
- Loan protection buffer = 3.91%
- Visa disruption = 16.31%
- Graduation unemployment = 4.89%

d. Timing Frame.

Users are notified via email and dashboard upon decision. If documents are missing, a reminder email is sent; the user has 7 days to respond. If, after 7 days there is no response, the system will automatically the application with an “incomplete” status.

e. Re-Review.

Users may submit for a re-review only once per request. User must include new or updated documentation. A re-review outcome is final.

f. Automatic Rejection.

- Reviewers must immediately flag or deny requests if:
- Documentation is forged or clearly altered.
- Request exceeds annual/lifetime category limits.
- User is flagged by fraud detection or moderation team.
- Same hardship reused across multiple categories.
- Support request contradicts other previously submitted documents.

g. Annual Support Type Cap.

- A member may receive up to 2 different support types per academic year.
- Each approved support request, regardless of category or repetition, counts as 1 usage.
- Members are allowed up to 2 approved support requests per year across all categories.
- If more than 2 requests are submitted, only the first 2 that are approved will be honored.
- Any additional requests will be declined automatically, unless manually overridden on a case-by-case basis.

h. Lifetime Support Type Cap.

- A member may access up to 3 total support requests across all categories during their entire membership lifetime.
- This cap of 3 total requests applies even if the member is enrolled in multiple academic programs (e.g., undergraduate and graduate).
- Once a member reaches the 3 approved support request limit, they will no longer be eligible for additional support, regardless of membership validity.
- Each approved request counts individually — including multiple requests from the same support category (e.g., 2 Emergency Travel requests count as 2 total uses).

i. Cool Down Periods & Timing Rules

- Only one (1) request can be under review at any time, only 3 services in their lifetime, 2 per year.
- User support request only allowed after a 6-month period of membership.
- There is a three-month period before any claim can be made. If a claim is rejected, there is a 30-day period to reclaim or for new claim.

j. Auto-Blocking.

- More than 2 support types were approved in the same academic year.
- More than 3 total support types were approved during the lifetime.
- A member attempts to claim the same incident under multiple categories (e.g., Mental Health + Tuition Refund for same pause).
- They've already received \$3,500 or hit 25% tuition threshold.
- Documents are reused across unrelated claims.
- Account is flagged for misuse or suspended.

k. Bonus Policy (Loyalty Boost for no claims)

If a student completes their entire program without using any support, they are eligible for:

- A one-time boosted cap on Graduation Unemployment Support only.
- Bonus amount of up to \$100 - \$1,000 based on budget and program tier.
- Still requires all standard eligibility (graduation + 6 months job search).
- Loyalty cap must be reviewed and approved by a senior reviewer or escalation lead.

l. Graduation Unemployment Support.

Members must provide verifiable job search logs covering a continuous 6-month period after graduation to SureGrad. The logs must show at least 10 unique job applications per day and consistently maintained throughout the 6 months.

4. Acceptance of Terms of Use Agreement.

By creating a SureGrad account, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by (i) these Terms of Use, (ii) our Privacy Policy, Cookie Policy, Arbitration Procedures (if applicable to you), each of which is incorporated by reference into this Agreement, and (iii) any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service (collectively, this "Agreement"). If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Service.

We may make changes to this Agreement and to the Service from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Service under Settings and on SureGrad.com, and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes to your rights or obligations, we will notify you at least 30 days in advance of the changes (unless we're unable to do so under applicable law) by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you agree to the revised Agreement.

5. Use and Restrictions.

Subject to these Terms of Use and our Privacy Policy, you may use the public areas of this platform, but only for your own internal purposes. You agree not to access (or attempt to access) this platform by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this platform through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this platform. You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the platform, its services or content; (ii) modify or make derivative works based on the platform, its

services or content; or (iii) "frame" or "mirror" the platform, its services or content on any other server or Internet-enabled device. All rights not expressly granted in this Agreement are reserved by us and our licensors.

6. Defamation; Communications Decency Act Notice.

This platform is a provider of "interactive computer services" under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation and other claims arising out of any postings to this platform by third parties is limited as described therein. We are not responsible for content, or any other information posted to this platform by third parties. We neither warrant the accuracy of such postings or exercise any editorial control over such posts, nor do we assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings, including any responsibility or liability for investigating or verifying the accuracy of any content or any other information contained in such postings.

7. Monitoring.

We reserve the right, but not the obligation, to monitor your access and use of this platform without notification to you. We may record or log your use in a manner as set out in our Privacy Policy that is accessible through the Privacy Policy link on this platform's home page.

8. Ownership.

The material provided on this platform is protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property in the content of this platform is owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.

9. Your Account.

In order to use SureGrad, you may sign in using several ways, including social media platforms logins. If you choose to use social media platforms logins, you authorize us to access and use certain social media platform account information, including but not limited to your public social media platforms profiles. For more information regarding the information, we collect from you and how we use it, please consult our Privacy Policy.

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for SureGrad, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately contact us. YOUR CONTINUED USE OF THIS PLATFORM FOLLOWING OUR POSTING OF A MODIFICATION NOTICE OR NEW TERMS OF USE ON THIS PLATFORM WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION OR NEW TERMS OF USE.

10. Modifying the Service and Termination.

SureGrad is always striving to improve the Service and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Service entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

You may terminate your account at any time, for any reason, by following the instructions in "Settings" in the Service. SureGrad may terminate your account at any time without notice if it believes that you have violated this Agreement. Upon such termination, you will not be entitled to any refund for purchases.

After your account is terminated, this Agreement will terminate, except that the following provisions will still apply to you and SureGrad: Section 10, Section 11, and Sections 21 through 29.

11. Safety; Your Interactions with Other Members.

Though SureGrad strives to encourage a respectful member experience through features like the double opt-in that allows members to communicate only after they have both indicated interest in one another, SureGrad is not responsible for the conduct of any member on or off the Service. You agree to use caution in all interactions with other members, particularly if you decide to communicate off the Service or meet in person. In addition, you agree to review and follow SureGrad's Safety Tips prior to using the Service. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money to other members.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT SUREGRAD DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. SUREGRAD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OR COMPATIBILITY OF MEMBERS.

12. Rights SureGrad Grants You.

SureGrad grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Service. This license is for the sole purpose of letting you use and enjoy the Service's benefits as intended by SureGrad and permitted by this Agreement. This license and any authorization to access the Service are automatically revoked in the event that you do any of the following:

- use the Service or any content contained in the Service for any commercial purposes without our written consent.
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks,

or other intellectual property, content or proprietary information accessible through the Service without SureGrad's prior written consent.

- express or imply that any statements you make are endorsed by SureGrad.
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- use the Service in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service.
- upload viruses or other malicious code or otherwise compromise the security of the Service.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.
- "frame" or "mirror" any part of the Service without SureGrad's prior written authorization.
- use meta tags or code or other devices containing any reference to SureGrad or the Service (or any trademark, trade name, service mark, logo or slogan of SureGrad) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
- use or develop any third-party applications that interact with the Service or other members' Content or information without our written consent.
- use, access, or publish the SureGrad programming interface without our written consent.
- probe, scan or test the vulnerability of our Service or any system or network.
- encourage or promote any activity that violates this Agreement.

SureGrad may investigate and take any available legal action in response to illegal or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

13. Rights you Grant SureGrad.

By creating an account, you grant to SureGrad a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from third parties such as Social media Platforms, as well as any information you post, upload, display or otherwise make available (collectively, "post") on the Service or transmit to other members (collectively, "Content"). SureGrad's license to your Content shall be non-exclusive, except that SureGrad's license shall be exclusive with respect to derivative works created through use of the Service. For example, SureGrad would have an exclusive license to screenshots of the Service that include your Content. In addition, so that SureGrad can prevent the use of your Content outside of the Service, you authorize SureGrad to act on your behalf with respect to infringing uses of your

Content taken from the Service by other members or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if your Content is taken and used by third parties outside of the Service. Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other members and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other SureGrad members).

You agree that all information that you submit upon creation of your account, including information submitted from your Social Media Platforms accounts, is accurate and truthful and you have the right to post the Content on the Service and grant the license to SureGrad above.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening, harassing, or offensive, we reserve the right to immediately terminate your account.

In consideration for SureGrad allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to SureGrad regarding our Service, you agree that SureGrad may use and share such feedback for any purpose without compensating you.

Please be informed that SureGrad may access, store and disclose your account information and Content if required to do so by law, by performing its agreement with you, or in a good faith belief that such access, storage or disclosure satisfies a legitimate interest, including to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

14. Other Members' Content.

Although SureGrad reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the member who posts it, and SureGrad cannot guarantee that all Content will comply with this Agreement. If you see Content on the Service that violates this Agreement, please report it within the Service or via our contact form.

15. Notice and Procedure for Making Claims of Copyright Infringement.

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please submit a takedown request using the form here.

If you contact us regarding alleged copyright infringement, please be sure to include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address and the copyright owner's identity;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

SureGrad will terminate the accounts of repeat infringers.

16. Links to Third-Party Websites/Platform.

We do not review or control third party websites/platform that link to or from this platform, and we are not responsible for their content, and do not represent that their content is accurate or appropriate. Your use of any third-party platform is on your own initiative and at your own risk and may be subject to the other platform's terms of use and privacy policy.

17. Participation In Promotions of Advertisers.

You may enter into correspondence with or participate in promotions of advertisers promoting their products, services or content on this platform. Any such correspondence or participation, including the delivery of and the payment for products, services or content, are solely between you and each such advertiser.

18. Consumer Rights Information; California Civil Code Section 1789.3.

If this platform charges for services, products, content, or information, pricing information will be posted as part of the ordering process for this platform. We maintain specific contact information including an e-mail address for notifications of complaints and for inquiries regarding pricing policies in accordance with California Civil Code Section 1789.3. All correspondence should be addressed to our agent for notice at the following address:

Notification of Consumer Rights Complaint or Pricing Inquiry:

SureGrad LLC:

Contact: info@suregrad.co

You may contact us with complaints and inquiries regarding pricing and we will investigate those matters and respond to the inquiries.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

19. Disclaimers.

SUREGRAD PROVIDES THE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SUREGRAD DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE.

SUREGRAD TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER MEMBER OR THIRD-PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

DISCLAIMER OF INSURANCE SERVICES

- No Insurance Products or Services.
 - SureGrad provided herein does not constitute, and is not intended to be construed as, an insurance product, policy, or service of any kind. The Company expressly disclaims any representation that the SureGrad provides, offers, or facilitates insurance coverage of any nature whatsoever.
- Not Licensed Insurance Provider.
 - The Company is not licensed, registered, or authorized to sell, broker, underwrite, or provide insurance products or services in the State of Arizona or any other jurisdiction.
- No Insurance Advice.

- The SureGrad does not provide insurance advice, recommendations, or guidance. Any information contained within the SureGrad relating to insurance matters is for general informational purposes only and should not be relied upon as insurance counsel.

20. Third Party Services.

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. SureGrad is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. SureGrad is not responsible or liable for such third parties' terms or actions.

21. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SUREGRAD, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE, (II) THE CONDUCT OR CONTENT OF OTHER MEMBERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICE; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF SUREGRAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SUREGRAD' AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO SUREGRAD FOR THE SERVICE AND USD100 WHILE YOU HAVE AN ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

22. Arbitration, Class-Action Waiver, and Jury Waiver.

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our Arbitration Procedures. The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court instead if the claim is within the jurisdiction of the small claims court. If the request to proceed in small claims court is made before an arbitrator has been appointed, the arbitration shall be administratively closed. If the

request to proceed in small claims court is made after an arbitrator has been appointed, the arbitrator shall determine whether the dispute should remain in arbitration or instead be decided in small claims court. Such arbitration shall be conducted by written submissions only, unless either you or SureGrad elect to invoke the right to an oral hearing before the Arbitrator. But whether you choose arbitration or small claims court, you agree that you will not under any circumstances commence, or maintain, or participate in against the Company any class action, class arbitration, or other representative action or proceeding against SureGrad.

By using the Service in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** If you assert a claim against SureGrad outside of small claims court (and SureGrad does not request that the claim, be moved to small claims court), your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY**, and the arbitrator shall determine all claims and all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can generally grant any relief that a court can, including the ability to hear a dispositive motion (which may include a dispositive motion based upon the parties' pleadings, as well as a dispositive motion based upon the parties' pleadings along with the evidence submitted), but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Phoenix, Arizona. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

23. Governing Law.

For members residing in the EU or European Economic Area or elsewhere where our arbitration agreement is prohibited by law, the laws of Arizona, U.S.A., excluding Arizona' conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Service. Notwithstanding the foregoing, the Arbitration Agreement in Section 15 above shall be governed by the Federal Arbitration Act. For the avoidance of doubt, the choice of Arizona governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

24. Venue.

All claims arising out of or relating to this Agreement, to the Service, or to your relationship with SureGrad that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Phoenix, Arizona, U.S.A. You and SureGrad

consent to the exercise of personal jurisdiction of courts in the State of Arizona and waive any claim that such courts constitute an inconvenient forum.

25. Severability.

If any provision of these terms is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these terms, and these terms shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

26. Indemnity by You.

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless SureGrad, our affiliates, and there and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees due to, arising out of, or relating in any way to your access to or use of the Service, your Content, or your breach of this Agreement.

27. Entire Agreement; Other.

This Agreement, which includes the Privacy Policy, Cookie Policy, the Safety Tips, and the Arbitration Procedures (if applicable to you), and any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service, contains the entire agreement between you and SureGrad regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your SureGrad account is non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this Agreement, and you may not make any representations on behalf of or bind SureGrad in any manner.

28. Force Majeure.

We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

29. Privacy.

Please review this platform' Privacy Policy which also governs your use of this platform. Our Privacy Policy is always accessible on our platform' home page.