



TERMS OF SERVICE

These Terms of Service ("**Terms**") constitute a legally binding agreement ("**Agreement**") between you and Sounding Board (as defined below) governing your access to and use of the Sounding Board website, including any subdomains thereof, and any other websites through which Sounding Board makes the Services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**Services**"). The Site, Application and Services together are hereinafter collectively referred to as the "**Site**".

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Site, you agree to comply with and be bound by these Terms.

Please note: Section 10 of these Terms of Service contains an arbitration clause and class action waiver that applies to all Users. If you reside in the United States, this provision applies to all disputes with Sounding Board. If you reside outside of the United States, this provision applies to any action you bring against Sounding Board in the United States. It affects how disputes with Sounding Board are resolved. By accepting these Terms of Service, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

When these Terms mention "**Sounding Board**," "**we**," "**us**," or "**our**," it refers to the Sounding Board Labs, Inc., a Delaware corporation and the company you are contracting with.

1. Scope of Services

- 1.1 The Site is an online platform that enables users ("**Users**") to research, discover, register for, communicate regarding, receive and manage digitally-enabled leadership coaching services or related activities or services (the "**Purpose**").
- 1.2 If you choose to use the Site as a User, your relationship with Sounding Board is limited to being an independent user, and not an employee, agent, joint venturer or partner of Sounding Board for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Sounding Board.
- 1.3 The Site may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Sounding Board is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or

services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Sounding Board of such Third-Party Services.

- 1.4 Due to the nature of the Internet, Sounding Board cannot guarantee the continuous and uninterrupted availability and accessibility of the Site. Sounding Board may restrict the availability of the Site or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Site. Sounding Board may improve, enhance and modify the Site and introduce new Services from time to time.

2. Eligibility, Using the Site, User Verification

- 2.1 You must be at least 18 years old and able to enter into legally binding contracts to access and use the Site or register a Sounding Board account. By accessing or using the Site you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.
- 2.2 Sounding Board may make the access to and use of the Site, or certain areas or features of the Site, subject to certain conditions or requirements, such as completing a verification process or meeting specific quality or eligibility criteria.

3. Modification of These Terms

Sounding Board reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Site. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Site will constitute acceptance of the revised Terms.

4. Content

- 4.1 Sounding Board may, at its sole discretion, enable Users to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Site ("**User Content**"); and (ii) access and view User Content and any content that Sounding Board itself makes available on or through the Site, including proprietary Content and any content licensed or authorized for use by or through Sounding Board from a third party ("**Content**" and together with User Content, "**Collective Content**").
- 4.2 The Site, Content, and User Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the Site and Content, including all associated intellectual property rights, are the exclusive property of Sounding Board and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Content or User Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Sounding Board used

- on or in connection with the Site and Content are trademarks or registered trademarks of Sounding Board in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.
- 4.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site or Collective Content, except to the extent you are the legal owner of certain User Content or as expressly permitted in these Terms or in any other agreement entered into between you and Sounding Board. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Sounding Board or its licensors, except for the licenses and rights expressly granted in these Terms.
- 4.4 Subject to your compliance with these Terms, Sounding Board grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Site and accessible to you, solely for your personal and non-commercial use.
- 4.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Content on or through the Site, you grant to Sounding Board a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such User Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such User Content to provide and/or promote the Site, in any media or platform. Unless you provide specific consent, Sounding Board does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your User Content.
- 4.6 You are solely responsible for all User Content that you make available on or through the Site. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available on or through the Site or you have all rights, licenses, consents and releases that are necessary to grant to Sounding Board the rights in and to such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Sounding Board's use of the User Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 4.7 You will not post, upload, publish, submit or transmit any User Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or

harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person; (v) promotes illegal or harmful activities or substances; or (vi) violates any other Sounding Board policy. Sounding Board may, without prior notice, remove or disable access to any User Content that Sounding Board finds to be in violation of these Terms, or otherwise may be harmful or objectionable to Sounding Board, its Users, third parties, or property.

- 4.8 Use of the Services may require the use of certain third party products and services ("**Third Party Services**"), namely the communication services provided by Slack, identified on the Site. Use of any Third Party Services is at your sole risk and will be governed by separate terms and conditions, separate privacy policies relating to usage of data you may share through the Third Party Services in the course of using the Services, other applicable policies, and may include separate fees and charges. Sounding Board may display content from third parties through the Services or may provide information about or links to Third Party Services. Your interactions with any such third parties, and any terms, conditions, warranties, or representations associated with such interactions, are solely between you and the applicable third parties. Sounding Board is not responsible or liable for any loss or damage of any sort incurred as the result of any such interactions or as the result of the presence of such third-party information made available through the Services. If you are not able to access or use the Third Party Services for any reason, you may not be able to use all of the Services, but you can otherwise communicate with Sounding Board and receive the Services through Sounding Board's dashboard at <https://dashboard.soundingboardinc.com>.
- 4.9 Sounding Board respects copyright law and expects its Users to do the same. If you believe that any content on the Site infringes copyrights you own, please notify.

5. Prohibited Activities

- 5.1 You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site. In connection with your use of the Site, you will not and will not assist or enable others to:
- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms;
 - use the Site for any purpose other than the Purpose;
 - use the Site or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Sounding Board endorsement, partnership or otherwise misleads others as to your affiliation with Sounding Board;
 - copy, store or otherwise access or use any information, including personally identifiable information about any other User, contained on the Site in any way that is inconsistent with these Terms or that otherwise violates the privacy rights of Users or third parties;

- use the Site in connection with the distribution of unsolicited commercial messages ("spam");
- provide information relating to any property that you do not yourself own or have permission to describe as a residential or other property through the Site;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any abusive or disruptive behavior;
- use, display, mirror or frame the Site or Collective Content, or any individual element within the Site, Sounding Board's name, any Sounding Board trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, without Sounding Board's express written consent;
- dilute, tarnish or otherwise harm the Sounding Board brand in any way, including through unauthorized use of Collective Content, registering and/or using Sounding Board or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Sounding Board domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Site for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Sounding Board or any of Sounding Board's providers or any other third party to protect the Site;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Site;
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

5.2 You acknowledge that Sounding Board has no obligation to monitor the access to or use of the Site by any User or to review, disable access to, or edit any User Content, but has the right to do so to (i) operate, secure and improve the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Users' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to User Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Users agree to cooperate with and assist Sounding Board in good faith, and to provide Sounding Board with such information and take such actions as may be

reasonably requested by Sounding Board with respect to any investigation undertaken by Sounding Board or a representative of Sounding Board regarding the use or abuse of the Site.

- 5.3 If you feel that any User you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Sounding Board by contacting us with your police station and report number (if available); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

6. Term and Termination, Suspension and other Measures

- 6.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Sounding Board terminate the Agreement in accordance with this provision.
- 6.2 You may terminate this Agreement at any time by contacting us at support@soundingboardinc.com and providing notice of your intent to terminate. You may also contact us at the forgoing address to submit (i) a data access request, pursuant to which we will provide you with confirmation of all personal data currently being stored or otherwise used by us and relating to you, and access to the same; (ii) a data rectification request, pursuant to which we will rectify any incorrect data currently being stored or otherwise used by us and relating to you; and/or (iii) a data deletion request, pursuant to which we will delete all personal data currently being stored or otherwise used by us and relating to you.
- 6.3 Without limiting our rights specified below, Sounding Board may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.
- 6.4 Sounding Board may immediately, without notice terminate this Agreement if (i) you have materially breached your obligations under these Terms, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Sounding Board believes in good faith that such action is reasonably necessary to protect the personal safety or property of Sounding Board, its Users, or third parties (for example in the case of fraudulent behavior of a User).
- 6.5 In addition, Sounding Board may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body; (ii) if you have breached these Terms, applicable laws, regulations, or third party rights; (iii) if you have provided inaccurate, fraudulent, outdated or incomplete information during the Sounding Board Account registration, listing process or thereafter; (iv) if Sounding Board believes in good faith that such action is reasonably necessary to protect the personal safety or property of Sounding Board, its Users, or third parties, or to

prevent fraud or other illegal activity; (v) for any other *bona fide* reason determined by Sounding Board in a good faith exercise of its reasonable business judgment:

- limit your access to or use of the Site;
- temporarily or permanently revoke any special status associated with your Sounding Board account; or
- temporarily or in case of severe or repeated offenses permanently suspend your Sounding Board account.

6.6 When this Agreement has been terminated, you are not entitled to a restoration of your Sounding Board account or any of your User Content. If your access to or use of the Site has been limited or your Sounding Board account has been suspended or this Agreement has been terminated by us, you may not register a new Sounding Board account or access and use the Site through a Sounding Board account of another User.

6.7 If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

7. Disclaimers

If you choose to use the Site or Collective Content, you do so voluntarily and at your sole risk. The Site and Collective Content is provided "as is", without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the Services, laws, rules, or regulations that may be applicable to your use of the Site and that you are not relying upon any statement of law or fact made by Sounding Board relating to such use.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

8. Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site and Collective Content, your publishing or viewing of any content via the Site or any other interaction you have with other Users whether in person or online remains with you. Neither Sounding Board nor any other party involved in creating, producing, or delivering the Site or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or

the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Site or Collective Content, or (iii) from any communications, interactions or meetings with other Users or other persons with whom you communicate, interact or meet with as a result of your use of the Site, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Sounding Board has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. In no event will Sounding Board's aggregate liability arising out of or in connection with these Terms and your use of the Site, or from the use of or inability to use the Site or Collective Content and in connection therewith, exceed the amounts you have paid or owe for use of the Site in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Sounding Board and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

9. Indemnification

You agree to release, defend (at Sounding Board's option), indemnify, and hold Sounding Board and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms, (ii) your improper use of the Site or any Services, (iii) your interaction with any User, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction or use, or (iv) your breach of any laws, regulations or third party rights.

10. Dispute Resolution and Arbitration Agreement

- 10.1 This Dispute Resolution and Arbitration Agreement shall apply if you (i) reside in the United States; or (ii) do not reside in the United States, but bring any claim against Sounding Board in the United States (to the extent not in conflict with Section 14).
- 10.2 *Overview of Dispute Resolution Process.* Sounding Board is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 10.1 applies: (1) an informal negotiation directly with Sounding Board's customer service team,

and (2) a binding arbitration administered by the American Arbitration Association (“AAA”) using its specially designed Consumer Arbitration Rules (as modified by this Section 10). Specifically, the process provides:

- Claims can be filed with AAA online (www.adr.org);
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party’s individual claim.

10.3 *Pre-Arbitration Dispute Resolution and Notification.* Prior to initiating an arbitration, you and Sounding Board each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Sounding Board’s customer service team by emailing us at the contact addresses provided on the Site. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

10.4 **AGREEMENT TO ARBITRATE. YOU AND SOUNDING BOARD MUTUALLY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR THE BREACH, TERMINATION, ENFORCEMENT OR INTERPRETATION THEREOF, OR TO THE USE OF THE SITE, ANY SOUNDING BOARD SERVICE OR THE COLLECTIVE CONTENT (COLLECTIVELY, “DISPUTES”) WILL BE SETTLED BY BINDING ARBITRATION (THE “ARBITRATION AGREEMENT”). IF THERE IS A DISPUTE ABOUT WHETHER THIS ARBITRATION AGREEMENT CAN BE ENFORCED OR APPLIES TO OUR DISPUTE, YOU AND SOUNDING BOARD AGREE THAT THE ARBITRATOR WILL DECIDE THAT ISSUE.**

10.5 *Exceptions to Arbitration Agreement.* You and Sounding Board each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

- 10.6 *Arbitration Rules and Governing Law.* This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified here. The AAA Rules are available at www.adr.org or by calling the AAA at 1–800–778–7879.
- 10.7 *Modification to AAA Rules - Arbitration Hearing/Location.* In order to make the arbitration most convenient to you, Sounding Board agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in San Francisco County; (c) in any other location to which you and Sounding Board both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.
- 10.8 *Arbitrator’s Decision.* The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant’s individual claim.
- 10.9 **JURY TRIAL WAIVER. YOU AND SOUNDING BOARD ACKNOWLEDGE AND AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AS TO ALL ARBITRABLE DISPUTES.**
- 10.10 **NO CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS. YOU AND SOUNDING BOARD ACKNOWLEDGE AND AGREE THAT WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS USER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY-GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING AS TO ALL DISPUTES. FURTHER, UNLESS YOU AND SOUNDING BOARD BOTH OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING. IF THIS PARAGRAPH IS HELD UNENFORCEABLE WITH RESPECT TO ANY DISPUTE, THEN THE ENTIRETY OF THE ARBITRATION AGREEMENT WILL BE DEEMED VOID WITH RESPECT TO SUCH DISPUTE.**
- 10.11 *Severability.* Except as provided in Section 10.10, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.
- 10.12 *Changes.* Notwithstanding the provisions of Section 3 (“Modification of These Terms”), if Sounding Board changes this Section 10 (“Dispute Resolution and Arbitration Agreement”) after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by

sending us written notice (including by email) within thirty (30) days of the date such change became effective. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Sounding Board in accordance with the provisions of the "Dispute Resolution and Arbitration Agreement" section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

- 10.13 *Survival.* Except as provided in Section 10.10, this Section 10 will survive any termination of these Terms and will continue to apply even if you stop using the Site or terminate your Sounding Board account.

11. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site ("**Feedback**"). You may submit Feedback by emailing us, through the Contact section of the Site, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

12. Applicable Law and Jurisdiction

- 12.1 If you reside in the United States, these Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 10 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

13. General Provisions

- 13.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Sounding Board and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Sounding Board and you in relation to the access to and use of the Site.
- 13.2 No joint venture, partnership, employment, or agency relationship exists between you and Sounding Board as a result of this Agreement or your use of the Site.
- 13.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.
- 13.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.
- 13.5 Sounding Board's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by

- us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.
- 13.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Sounding Board's prior written consent. Sounding Board may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.
- 13.7 Unless specified otherwise, any notices or other communications to Users permitted or required under this Agreement, will be in writing and given by Sounding Board via email, Site notification, or messaging service (including SMS).
- 13.8 If you have any questions about these Terms please email us at the contact information provided in the "Contact" section of the Site.