



Innovation Plus

TERMS AND CONDITIONS

March 19, 2018

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These Symphony RetailAI ("SRAI", "we", "our", or "us"), Terms of Use, as may be modified from time to time (these "Terms"), constitute legally binding terms and apply to your participation in our research panel and related activities (collectively, "Activities"). A primary objective in these Activities is to collect and compile information about the consumption and use of media (via broadcast, online, social and mobile media). By you accessing our website location (the "site ") and/or participating in Activities, you represent that you meet the eligibility requirements set forth in these Terms and agree to be bound by these Terms and any other terms and conditions disclosed to you in connection with your participation in an Activity ("Other Terms").

SRAI (together with its affiliates and subsidiaries) reserves the right to modify these Terms at any time and from time to time, and each such modification shall be effective once posted on our site. Your continued use of the site or participation in Activities following any such modification constitutes your agreement to be bound by and your acceptance of these Terms as so modified. Therefore, it is important that you review these Terms regularly. If you do not agree to be bound by these Terms, then you must discontinue your use of the site and participation in Activities immediately (process listed in Cancellation section of document).

1. Eligibility

You must be 18 years of age or older and a U.S. resident to participate in the Activities, and you must register with us. If you are not 18 years of age or older, you may not use the site or participate in the Activities. When you register, you must provide your e-mail address and select a password (in either event, your "Account Credentials"). SRAI may refuse your registration or, once registered, your subsequent use of the site and/or participation in Activities at any time, in its sole discretion. Without limiting any other remedies, SRAI may suspend, temporarily or permanently, or terminate your use of site and/or participation in any Activities if you fail to abide by these Terms, or for any other reason. You may register only once to use the site and participate in each unique Activity. As part of your registration on, and use of, the site and your participation in Activities, you will be enrolled (if you are not enrolled already) in SRAI's incentive program, listed under Rewards.

2. Limitations of Membership, Rewards, Non-Transferable

You may register only once to use the site and participate in each unique Activity. To show our thanks for your registration on, and use of, the site, you will be enrolled (if you are not enrolled already) in SRAI's incentive program. In accordance with the terms set forth on our site, we offer the opportunity to earn electronic gift cards ("Rewards") to Amazon.com and/or other third party merchants for your registration on the Innovation Plus site and/or for your participation in certain Activities. Amazon and SRAI are unrelated companies, and we do not share personally identifiable information between our web sites.

Multiple registrations are prohibited and subject to immediate cancellation, and will render your Rewards void. Rewards are not transferable. Rewards are not considered to be property and therefore cannot be sold, transferred, or assigned to another individual under any circumstances. Further, you shall not attempt to earn or redeem Rewards in any manner that conflicts with the intent of these Terms, or otherwise attempt to fraudulently earn or redeem Rewards, or tamper with surveys, links, or other Activities.

3. Your Information

You agree to provide true and accurate information during the registration process and while filling out demographic profile information and other general details. If any such information that you provide is untrue, inaccurate or not current, or if SRAI or one of its agents has reasonable grounds to suspect such information is untrue, inaccurate or not current, SRAI has the right to terminate your registration and refuse your current or future use of the site and participation in Activities, including the immediate forfeiture of your Rewards.

You agree to promptly notify SRAI of any changes in your personal and other information that you provide to SRAI in connection with your use of the site and participation in Activities. Further, you agree to keep confidential your username and password and other membership information in order to prevent unauthorized use of your account. If someone accesses the site using your Account Credentials, we will rely on those Account Credentials and will assume that it is really you or your representative who is accessing the site. You are solely responsible for any and all use of your Account Credentials and all activities that occur under or in connection with your Account Credentials. It is also your responsibility to notify SRAI of any improper use of your account. You are solely responsible for any loss or unauthorized redemption of Rewards or other fraudulent activities associated with the sharing or other unauthorized use of your username and/or password.

Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the site and your Account Credentials, including without limitation terminating your access, changing your password, or requesting additional information to authorize activities related to your Account Credentials. You agree to be responsible for any act or omission of any users that access the site under your Account Credentials that, if undertaken by you, would be deemed a violation of these Terms. **In no event and under no circumstances will SRAI be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of SRAI under this provision, (ii) any compromise of the confidentiality of your Account Credentials, and (iii) any unauthorized access to or use of your Account Credentials.**

4. Activities

As part of your registration on, and use of, the site, you will be asked to participate in Activities, including activation and consistent functioning of software applications ("Apps"), online surveys, and mobile surveys. Any data, information and/or content you upload, post, submit, or otherwise transmit to SRAI in connection with your participation in Activities is referred to in these Terms as "Submitted Content." We may also gather certain information about your cell phone, tablet or computer (e.g., your IP address, the display settings of your monitor, the type of browser you are using, the type of operating system you are using, etc.) and/or you may be required to accept a cookie from us in connection with your registration and/or participation in some polls, questionnaires, surveys, online focus groups and certain other Activities as a means of ensuring data integrity. You are not required to participate in any Activities, but we hope that you will participate in all of them. **The amount of Rewards you can earn is dependent upon your participation in Activities.**

In connection with your participation in one or more Activities, you represent and warrant that you will not (i) collect any Submitted Content; (ii) manipulate results; (iii) bully, intimidate, or harass anyone; (iv) upload, post, submit, or otherwise transmit any Submitted Content that (A) is hateful, harmful, offensive, tortuous, threatening, abusive, misleading, malicious, defamatory, vulgar, obscene, or discriminatory, (B) contains nudity or graphic or gratuitous violence, or could otherwise be harmful to minors, (C) infringes or violates someone else's proprietary or privacy rights or otherwise violates the law, (D) contains unsolicited advertising, promotional materials, or any other forms of solicitation, (E) promotes information that you know is false or misleading, or (F) contains someone else's personal data, such as telephone number, home address, e-mail address, or name; (v) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other participants; (vi) encourage or undertake conduct

that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law; (vii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, or otherwise attempt to defraud SRAI through multiple entries; (viii) send or otherwise make available any material that contains viruses, Trojan horses, worms, time bombs, or any other similar software; (viii) attempt to gain access to secured areas to which you do not possess access rights; (ix) stalk, harass or harm another individual or (x) use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic Web page for commercial use without our prior express written permission.

As part of your registration on, and use of, the site, you also will be asked to grant SRAI permission to monitor certain of your conduct, behavior, interactions, communications and/or exchanges, both offline and online. Any data, information and/or content you permit SRAI to collect in connection with your participation in Activities or use of the Apps is referred to in these Terms as "Monitored Content." Monitored Content and Submitted Content are referred to in these Terms together as "User Content." SRAI will collect Monitored Content only with your consent. You should only provide the requested information if you agree with these Terms. To the extent monitored Activities take place online, SRAI's collection and use of Monitored Content may be subject to applicable policies, rules and/or terms associated with the pertinent eeb sites ("Applicable Site Terms").

SRAI may collect, process, analyze, run algorithms against, combine and store User Content. You agree that any of your User Content or any derivative works thereof, may be disseminated, distributed, publicly displayed, reproduced, used, sublicensed, posted, or published by us, and searched, displayed, printed or otherwise used or exploited, in each case subject to any restrictions in our privacy policy. SRAI will use User Content for research purposes, including the development and enhancement of research products and services for its clients.

Your personally identifiable information may be collected, stored, processed, used, and transferred by SRAI affiliated companies or non-affiliated service providers in one or more countries outside your originating country. By using the site and/or participating in Activities, you freely and specifically consent to the transfer, storage, use, and disclosure of your personally identifiable information among our affiliated companies and nonaffiliated service providers, wherever located. Our service providers are contractually bound to respect the confidentiality of your personally identifiable information.

Your participation in Activities is voluntary and may be terminated at will. There is no obligation or requirement to continue participating in any Activity. You may terminate your participation in any Activity at any time by notifying SRAI via innovationplus-support@symphonyretailai.com or by following the deactivation instructions on the Innovation Plus site.

5. Intellectual Proprietary Rights

You understand and acknowledge that the software, code, proprietary methods and systems used to provide the site, Apps or Activities (collectively "SRAI Property") are: (i) copyrighted by us and/or our licensors under United States and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by us or our licensors. SRAI owns and retains all rights in and to the site and the SRAI Property. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, or create derivative works from the SRAI Property. Further, you agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover any source code associated with the SRAI Property. You agree that SRAI shall not be responsible for the accuracy, completeness, currentness, or usefulness of SRAI Property.

The site also may contain software, files, images, photos, video, sounds, musical works, works of authorship, applications, and other materials of third parties (collectively "Third Party Property"). Third Party Property is protected by copyright, trademark, trade secret and other laws, and each third party owns and retains all rights in its respective Third Party Property. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, or create derivative works from the Third Party Property. Further, you agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover any source code

associated with the Third Party Property. You agree that SRAI shall not be responsible for the accuracy, completeness, currentness, or usefulness of Third Party Property.

If you download any of our Apps, we will grant you a non-exclusive and non-transferable right and license to install and use such App on your mobile device, subject to these Terms. You will not: (a) assign, sublicense, market, sell, lease, rent, distribute, convey or otherwise transfer any App to any third party; (b) use any App for any purposes other than being a part of our panel; (c) adapt, alter, modify, translate or create derivative works of an App; (d) use an App in any manner not in compliance with applicable laws; (e) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which an App is compiled or interpreted, and you acknowledge that nothing in these Terms will be construed to grant you any right to obtain or use such code; or (f) interfere with or disrupt the integrity or performance of an App. Use of the App may require the use of open source software that is licensed separately by third parties. Your use of any open source components of the App will be governed by separate license agreements with those third party suppliers. Except for the rights granted you in these Terms, SRAI retains all right, title and interest in and to the Apps, and you acknowledge that you neither own nor acquire any additional rights in and to the Apps not expressly granted herein. We have no obligation to correct any errors in any App. By installing any App, you hereby authorize SRAI to collect Monitored Content from you through such Apps.

SRAI owns and retains all rights in any Submitted Content that you upload, post, submit, or otherwise transmit to SRAI in connection with your participation in Activities. You affirm and warrant that you have the necessary licenses, rights, consents, and/or permissions necessary to grant SRAI such rights. SRAI does not claim ownership of any Monitored Content made available to SRAI in connection with your participation in monitored Activities. However, by making Monitored Content available to SRAI, you grant SRAI, its partners, and clients, subject to these Terms, any applicable Other Terms, SRAI's [Privacy Policy](#), and Applicable Site Terms, the unlimited, irrevocable, worldwide, royalty-free, perpetual right to use, copy, display, perform, distribute, adapt, create derivative works, sublicense, and promote such Monitored Content in any medium now known or later developed and any manner whatsoever, as well as the right to transfer the rights of use to third parties without entitlement to compensation. You affirm and warrant that you have the necessary licenses, rights, consents, and/or permissions necessary to grant SRAI such license.

The names, logos, icons, and graphics identifying SRAI and SRAI's other products and services are proprietary marks of SRAI. All other trademarks and or copyrights appearing on the Innovation Plus site, including pages you are directed to in connection with your participation in certain Activities, are the property of their respective owners, and unless otherwise stated, are not affiliated.

In the event that you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to the site or Activities (collectively "Feedback"), you agree we may use the Feedback to modify our services and that you will not be due any compensation, including any royalty related to the product or service that incorporates your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the site or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise

6. Modifications

SRAI reserves the right at any time and from time to time, with or without notice, to modify, suspend or discontinue, temporarily or permanently, the site, any Activity, or any aspect thereof. You agree that SRAI shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

7. Privacy

Your use of the Innovation Plus site and participation in Activities is governed by SRAI's privacy policy located [here](#).

8. Confidentiality

You agree to hold in strict confidence and not disclose to any other parties information learned through your participation in Activities, including the content of the questions on any survey you complete. You agree to use such information strictly and solely for the purpose of sharing your experiences, perceptions, and opinions with SRAI or third parties acting on behalf of SRAI.

You agree to notify the SRAI Help Desk at innovationplus-support@symphonyretailai.com should you discover any loss or unauthorized disclosure of such information.

9. Cancellation

Your use of the site and participation in Activities are voluntary and may be terminated at will. There is no obligation or requirement to continue using the site and/or participating in Activities.

You may cancel your registration by notifying the Help Desk at innovationplus-support@symphonyretailai.com. Any accrued or pending Rewards you have or will earn in connection with your use of the Innovation Plus site and participation in Activities may be forfeited the moment you cancel your registration or your account is terminated. Upon any termination, you will immediately delete any Apps from your mobile devices.

10. Disclaimers

THE SITE (INCLUDING CONTENT THEREIN), ANY APPS AND THE ACTIVITIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SRAI AND ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SRAI OR THIRD PARTIES ACTING ON BEHALF OF SRAI, OR THROUGH OR FROM THE MEDIA INSIDERS SITE OR THE ACTIVITIES, SHALL CREATE ANY WARRANTY.

Neither SRAI nor its officers, employees, agents, partners or licensors make any warranty that (i) the site (including content therein) and Activities will meet your requirements; (ii) the site and Activities will be uninterrupted, timely, secure, error-free, or free of viruses or other harmful components; (iii) the results that may be obtained from your use of the site and participation in Activities will be accurate or reliable; or (iv) the quality of any products, services, Rewards, information or other material obtained by you through your use of the Innovation Plus site and participation in Activities will meet your expectations. You acknowledge that your reliance on and use of the site (including any SRAI Property, Third Party Property, and/or User Content) and participation in Activities, including, but not limited to, any decision, action or inaction on your part, shall be at your sole risk.

Any material downloaded or otherwise obtained through your use of the site and participation in Activities is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from you downloading or otherwise accessing such material.

11. Limitation of Liability

IN NO EVENT SHALL SRAI BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING FROM YOUR USE OF THE SITE AND PARTICIPATION IN ACTIVITIES, EVEN IF SRAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, SRAI'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO TEN DOLLARS (\$10.00). Some states/countries do not permit the exclusion of damages, so the foregoing limitation may not apply to you.

You acknowledge that SRAI assumes no responsibility or liability for the accuracy of material contained on the site, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime facilitated thereby.

You hereby release SRAI, its officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from (i) your use of the site, and/or (ii) your participation in any Activities. You hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor" and you waive any other similar provision of the laws of any other applicable jurisdiction.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the site, your participation in Activities, these Terms, or any applicable Other Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

12. Indemnification

You agree to indemnify and hold SRAI and its representatives, officers, directors, employees, agents, licensors, clients, and partners harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, due to or arising out of (i) your use of the site, Apps or participation in Activities in violation of these Terms or any applicable Other Terms; (ii) any User Content that you upload, post, submit, or otherwise transmit through your use of the site and/or participation in the Activities; or (iii) your breach of these Terms.

13. Compliance with Laws; Prohibited Conduct

You shall comply with all applicable laws, statutes, ordinances, and regulations in connection with your use of the site and participation in Activities. You agree not to: (i) access the site using automated means (such as harvesting bots, robots, spiders, or scrapers); (ii) frame portions of the site within another web site; (iii) alter the appearance of the site; or (iv) upload viruses or other malicious code to the site or another location that hosts an Activity.

14. No Agency

No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these Terms.

15. Notices

Except as explicitly stated otherwise, any notices shall be given by e-mail to innovationplus-support@symphonyretailai.com (in the case of notice to SRAI) or to the e-mail address you provide to SRAI during the registration process (in the case of notice to you), or such other address as a party shall specify in writing. Notice shall be deemed given twenty-four (24) hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, SRAI may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided by you during the registration process, if applicable. In such case, notice shall be deemed given three (3) days after the date of mailing.

16. Legal Action; Arbitration

SRAI reserves the right to take appropriate legal action, including, without limitation, referral to law enforcement, in the event of any illegal or unauthorized use of the site and/or participation in Activities.

All controversies, disputes, demands, counts, claims, or causes of action between you and SRAI arising out of, under, or related to these Terms or our privacy practices (including any action we take or authorize with respect to information about or provided by you) shall be settled exclusively through binding arbitration.

- a. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("AAA"). As modified by these Terms, and unless agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively "**Rules and Procedures**").
- b. You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract EXCEPT for matters that may be taken to small claims court. Your rights will be

determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

- c. You and SRAI must abide by the following rules: (a) for any claim that could otherwise be brought in small claims court, the arbitration shall be conducted solely based on written submissions and, if the arbitrator deems it appropriate, a telephonic hearing; (b) if the claim exceeds what can be recovered in a small claims court, the arbitration shall be conducted solely based on written submissions or a telephonic hearing, unless the arbitrator deems a face-to-face hearing is appropriate, in which case one should be held at a location agreed to by you and SRAI, and if the parties cannot agree on a location for the hearing, the arbitrator will determine a location for the proceedings which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances; (c) the arbitrator's ruling is binding and not merely advisory; (d) ANY CLAIMS BROUGHT BY YOU OR SRAI MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (e) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, (f) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, SRAI will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (g) SRAI also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (h) the arbitrator shall honor claims of privilege and privacy recognized at law; (i) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either you or SRAI shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/SRAI customer; and (j) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees' and litigation expenses.
- d. Notwithstanding the foregoing, either you or SRAI may bring an individual action in small claims court. In addition, if you are a user outside of the United States, the dispute resolution provision in our Privacy Policy (if any), and not this arbitration provision, shall apply to any disputes related to privacy. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration provision. Such claims shall be exclusively brought (unless such courts do not have personal jurisdiction in the dispute) in the courts located in New York. Additionally, notwithstanding this arbitration provision, either party may seek emergency equitable relief before such courts in order to maintain the status quo pending the arbitrator's ruling, and hereby agree to submit to the personal jurisdiction of such courts. A request for interim measures shall not be deemed a waiver of the right to arbitrate.
- e. With the exception of subparts (d) and (e) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (d) or (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor SRAI shall be entitled to arbitration. In the event this arbitration provision is held unenforceable by a court, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and SRAI shall be exclusively brought in the state or federal courts specified in subsection "(d)" above.
- f. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA Web Site at <http://www.adr.org>.

17. General

These Terms and any applicable Other Terms shall be governed in all respects by the laws of the State of New York without giving effect to that State's provisions regarding conflicts of laws. If any provision of these Terms or any applicable Other Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. SRAI's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. If you do not agree with these Terms or any applicable Other Terms, or any future modifications to these Terms or the applicable Other Terms, your sole and exclusive recourse is to not use the site and participate in Activities. These Terms set forth the entire understanding and agreement between you and SRAI with respect to the subject matter hereof.

We can only give you the benefits of our program by conducting business through the Internet, and therefore we need you to consent to our giving you communications electronically. This Section 17 informs you of your rights when receiving communications from us electronically. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("Communications") that we provide to you electronically satisfy any legal requirement that such Communications would satisfy if they were in writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us. The foregoing does not affect your non-waivable rights. You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward, you must stop using the Innovation Plus site and participating in Activities. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. Please keep us informed of any changes in your e-mail or mailing address so that you continue to receive all Communications without interruption.

Contact

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