



Updated as of July 24, 2023

PRIVACY POLICY

I. Introduction

Sphere Technology Holdings, Inc. and our related and affiliated entities, including holo one Holdings, Inc., holo one GmbH, and holo one USA, Inc. (collectively, the "Company," or "we," "us" and "our") values your privacy and is committed to maintaining your trust. We provide this Privacy Policy to inform you of our policies and procedures regarding the collection, use, and disclosure of personally identifiable information received from visitors to and/or users of the Company's website located at sphere.tech (the "Website") and provision of services online. Specifically, the Company Sphere offers an extended reality ("XR") solution for enterprise level business processes which tackles challenges across various verticals in a single, unified solution (collectively, the "Services").

II. Collection, Use, Processing, and Sharing of Personal Information

Legitimate Business Interest in Personal Information. Our use of your Personal Information is based on the legitimate business grounds that:

- The use is necessary in order to fulfill our commitments to you under our Terms of Service or other agreements with you or is necessary to administer your account – for example, in order to enable access to our Website on your device or charge you for our Services;
- The use is necessary for compliance with a legal obligation;
- The use is necessary in order to protect your vital interests or those of another person or entity;
- We have a legitimate interest in using your information – for example, to provide and update our Website, App, or Services, to improve our Website, App, or Services so that we can offer you an even better user experience, to safeguard our Website or Services, to communicate with you, to measure, gauge, and improve the effectiveness of our advertising, and better understand user retention and attrition, to monitor and prevent any problems with our Services, and to personalize your experience; and/or
- You have given us your consent.

Collection of Personal Information. The Company may collect the following information that could be used to identify you ("Personal Information"):

- User Account Information: Information provided by you to create an account with us, including your name, email address, job title, postal address, phone number, account credentials, payment card information, and transaction history.
- User Content: Information collected by the Company in your use of our Website or Services, including but not limited to media files, document uploads, work orders, work flows, and/or all other user input uploaded via our Management Portal or Sphere Channel Program.



- **Company Communications:** Information provided by you as part of your communications with the Company, including your name and contact information.
- **User Interaction Data:** Information automatically received by us when you use our Website or Services, including cookies, tech tracking user activity across websites/devices, location and bio/miometric and metadata information provided by user devices, and user engagement and analytics data which may contain Personal Information such as your internet protocol address.
- **Third Party Information:** We also may obtain your Personal Information from third parties, such as third parties with whom we affiliate in providing the Company's operations or Services. *If you provide the Company with Personal Information about third parties, including your customers and/or business partners, you warrant to the Company that any Personal Information that you provide to the Company about any third party individuals was obtained by you with full consent, that you have the legal authority to provide us with such information,* and that the individual has not communicated to you that they wish to opt out of receiving communications from the Company or having the Company collect or process information about them.

Use of Personal Information. The following information applies to anyone who shares with us their or a third-party's Personal Information. We may use, process¹ and/or share Personal Information:

- To respond to your inquiries and your requests regarding our Website or Services.
- To send you information regarding our services and changes to our terms, conditions, and policies.
- To complete your account registration, process your payments, and communicate with you regarding your purchase of our Services.
- To send you marketing communications and/or newsletters about our Services.
- To personalize your experience on our Website or as it relates to our Services.
- To inform you and allow you to participate in our Company's promotions.
- To facilitate social sharing functionality.
- To collaborate with business affiliates, partners, vendors, or service providers to provide you with our Services.
- In connection with our business purposes, as described above, including but not limited to data analysis, audits, fraud monitoring and prevention, developing or enhancing new and existing products and/or services, expanding our business activities, etc.
- To comply with our legal obligations (e.g., in response to a subpoena), investigate claims, or comply with a government request.
- To protect the privacy, safety, or property of you, the Company, and/or third parties, investigate fraud.

¹ **Process.** "Processing" covers a wide range of operations performed on personal data, including by manual or automated means. It includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data.



- To allow us to pursue available remedies or limit the damages that we may sustain.
- To enforce our user agreements, including this Privacy Policy and our Terms of Service.

Use of Aggregated or De-Identified Personal Data. The Company may also collect and aggregate or de-identify Personal Information to improve and analyze our Services, and may share such aggregated de-identified information statistics with third parties, publish such aggregated information, or make such aggregated information

generally available to improve our Services. Company maintains such aggregate information in a de-identified form and will not attempt to re-identify your Personal Information unless required to do so by law.

We Will Not Use And/Or Share Your Personal Information:

- With anyone except for our Company's authorized service providers,² business affiliates,³ and business partners⁴, including but not limited to Google, Apple, Microsoft, Amazon Marketplace Services, AWS, Azure, Salesforce, Slack, Sharepoint/OneDrive, Lusha, and strictly for business purposes; or unless we specifically inform you, and give you an opportunity to opt out of sharing your Personal Information.
- To run interest-based advertising campaigns that collect Personal Information such as email addresses, telephone numbers, and credit card numbers.
- To use or associate Personal Information with remarketing lists, cookies, tech tracking, or other anonymous identifiers.
- To use or associate targeting information, such as demographics or location, with any Personal Information collected from the ad or its landing page.
- To send Google or third party companies precise location information without obtaining your consent.

² Authorized service providers are companies that perform certain services including, but not limited to application store purchases, cloud services, fulfilling orders, processing credit card payments, delivering packages, providing customer service and marketing assistance, performing business and sales analyses, supporting the functionality of the Services, and supporting surveys and other features we offer, on our behalf. These service providers may have access to your Personal Information, but to the extent necessary to perform or fulfill their business purpose. We do not permit them to share or use any of your Personal Information for any other purpose.

³ Affiliate businesses are those businesses with whom we may affiliate to sell our products or Services. We may share information we collect, including Personal Information, with affiliated businesses in accordance with the terms of this Privacy Policy. Sharing such information with our affiliates enables us to provide you with information about a variety of products and Services that might interest you. We instruct all affiliated businesses to comply with applicable privacy and security laws and, at a minimum, in any commercial email they send to you, to give you the opportunity to choose not to receive such email messages in the future.

⁴ Business partners are typically merchants offering the products, services, promotions, contests and/or sweepstakes in connection with or somehow related to our own products and Services, but also may include Company's professional service providers, including but not limited to Company's lawyers, accountants, insurers, claims adjusters, and/or finance partners. We will not share your Personal Information with business partners unless you choose to participate in their offer or program. When you choose to engage in a particular offer or program, you authorize us to share your email address and other Personal Information with the relevant business partner.



III. Collection and Use of Other Information

Aggregated Personally Non-Identifiable Information: We may collect personally non-identifiable information, including but not limited to demographic data, age, education level, profession, geographic location or gender, from you at the time of registration on our Website or App, or when you choose to use our Website, App, or Services. This information is not, by itself, sufficient to identify or contact you. The Company may store such information, or it may be included in databases owned and maintained by partners, affiliates, agents, or service providers of the Company. The Company may use such information and pool it with other information to track data related to growing the business, such as the total number of visitors to our Website or App and the domain names of our visitors' Internet service providers.

The Company may analyze your Personal Information provided through the Website or in connection with rendering the Services, in aggregate form. This aggregate information does not identify you personally. We may share this aggregate data with our partners, affiliates, agents, or service providers for business purposes. We may also disclose aggregated statistics to explain our Services to current and prospective business partners, and to other third parties for other lawful, business-related purposes.

Location-Based Information. Our Service may use location-based services in order to locate you so we may verify your location, deliver you relevant content based on your location as well as to share your location with our vendors as part of the location-based services we offer. We may, from time to time, provide settings in the Services that permit you to disable location-based services. Changing setting options may not result in immediate changes to the settings, which are subject to our operations and maintenance schedules. Users should carefully consider the use of such settings to improve information display options and to ensure the settings are properly set and functioning in the manner desired. Notwithstanding the availability of privacy preference settings, you should be aware that these settings are for convenience only, do not employ complex data security protection and may not be error free. However, please note that we will only directly provide third parties we work with access to your exact location information if you first give us permission to do so. You should consider the risks involved in disclosing your location information to other people.

Passively Collected Information. Your visit to our Website may allow us to obtain certain additional, personally non-identifiable information that is collected passively using various technologies. This information includes but is not limited to, for example browser types, date and time of page views, location information associated with your IP address, domain names, your interactions to an ad delivered by us or our ad technology partners and other anonymous statistical data involving your use of the Website and/or our services. This information cannot presently be used to specifically identify you.

Customer Credit Card Information. The Company may use a third party payment processor, Stripe, to process payments on its Website for Services rendered. Stripe uses and processes your payment information in accordance with Stripe's Privacy Policy (<https://stripe.com/privacy/>). The Company does not store or save your payment information, other than your zip code and country, which we require for billing and to comply with tax and other government regulations. By purchasing the Services of the Company, you herein agree to the Privacy Policy and Legal Terms of Stripe.com, located at <https://stripe.com/privacy/> and <https://stripe.com/legal>.



Website Tracking. We may, either directly or through third party companies and individuals we engage to provide services to us, also:

- Track your use of our Website and the Services for purposes of our own customer support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, etc.
- Track your use of the Website and the Services to enable you to use and access the Services and pay for your activities on the Website and through the Services.
- Track your behavior on our own Website and use of the Services to market and advertise our services to you on our Website platform and third party websites. You may opt out of receiving advertisements by visiting the Network Advertising Initiative (<http://www.networkadvertising.org/choices/>) and/or the Digital Advertising Alliance (<http://www.aboutads.info/choices/>). Please note that even if you choose to opt-out of receiving targeted advertising, you may still receive advertising on the Services, generally. The advertising will simply not be targeted or specific to your interests.

Tracking Technologies on our Website. The Company may use the foregoing technologies to track your activity on our Website:

Cookies. When you visit our Website or otherwise interact with the Service, we may send one or more “cookies” to your computer or other devices. Cookies are alphanumeric identifiers stored on your computer through your web browser and are used by most websites to help personalize your web experience. Some cookies may facilitate additional site features for enhanced performance and functionality such as remembering preferences, allowing social interactions, analyzing usage for site optimization, providing custom content, allowing third parties to provide social sharing tools, and serving images or videos from third party websites. Some features on this site will not function if you do not allow cookies. We may link the information we store in cookies to any Personal Information that you submit while visiting our Website.

We may use both session ID cookies and persistent cookies. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. Persistent cookies enable us to track and target the interests of our users to enhance the experience on our site.

Functional cookies, persistent and session type, store information to enable core site functionality, such as Live Chat and Client ID remembrance.

Analytics cookies allow us to count page visits and traffic sources so we can measure and improve the performance of our site and our marketing campaigns.

Advertising cookies may be set through our Website by our advertising partners. Data may be collected by these companies that enable the companies to serve up advertisements on other sites that are relevant to your interests.

If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies, or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a



particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html>.

If you reject cookies, you may still use our site, but some features on the site will not function properly.

Log Files. A Log File is a file that records either events that occur in an operating system or other software runs, or messages between different users of a communication software. Log file information is automatically reported by your browser or mobile application each time you access the Website or our Services. Along with cookies and web beacons, log files help provide additional functionality to the Website and Services and help us analyze Website and Services usage more accurately. We and our third party tracking-utility partners may use log files on our Service to gather automatically gather and store information including, but not limited to, internet protocol ("IP") addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data, for business purposes. You can find further information regarding our use of third party tracking, including use of cookies and load files, in Section XI below.

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the Service, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party service provider, is active only while you are connected to the Service, and is deactivated or deleted thereafter.

IV. Retention, Modification, and Erasure of Personal Information

Data Retention and Erasure. We will retain your Personal Information for a period of five (5) years, as long as needed to provide the applicable Services. If, at any time after agreeing to this Privacy Policy, you: (1) change your mind about receiving information from us; (2) wish to revoke permission for us to retain Personal Information; (3) wish to object to the processing of your Personal Information; or (4) wish for us to erase a copy of your Personal Information, please make a request to the Company at contact@sphere.tech.

If you request erasure of your data, we may retain some of your Personal Information only for legitimate business interests, such as fraud detection, prevention, and enhancing the safety of our Website or Services, in an aggregated and non-personally identifiable form as set forth herein, and/or to comply with our legal obligations, specifically our tax, legal reporting, and auditing obligations.

Data Accuracy and Corrections to Personal Information. To request an update or correction regarding your Personal Information, please make a request to the Company at contact@sphere.tech. Company will issue a response to you within 30 days regarding compliance as it relates to your Personal Information.

Our Response to Your Requests. If you make any requests regarding your Personal Information, we will not charge you for compliance with the request. The Company will respond and comply within 30 days. The Company reserves the right to refuse or charge for requests that are **manifestly unfounded or excessive**. If we refuse your request, we will tell you why we are



refusing your request. You have the right to complain to the relevant supervisory authority and to a legal remedy, but you must do so within one month of our refusal.

Data Controller. With the exception of processing payments, for which Stripe.com is the Payments Data Controller; the Company is the “data controller,” as defined under the GDPR, or the legal entity which determines the purposes and means of the processing of Personal Information of the customers of the Company and visitors to its Website. The Company is responsible for collecting your consent, managing consent-revoking, enabling right to access, etc. If you wish to revoke consent for us to store, use, or share your Personal Information, you may contact us at contact@sphere.tech.

Data Processor. The Company is the “data processor,” as defined under the GDPR, or the legal entity which processes your Personal Information. The Company has not retained any third-party service provider to process your Personal Information. Any processing of Personal Information shall be done solely by the Company. The Company maintains records of any processing activities it performs, and is able to show how the Company complies with the data protection principles under the GDPR. It has effective policies and procedures in place. If you have questions regarding the processing of your Personal Data, you may contact us at contact@sphere.tech.

Data Protection Officer. The Company is not formally required to designate a Data Protection Officer (“DPO”) because it is not: (1) a public authority; (2) an organization that carries out regular and systematic monitoring of individuals on a **large scale**; or (3) an organization that carries out **large scale** processing of special categories of data, such as health information or information about criminal convictions. However, should you have data protection or privacy related questions, you may contact Jessica Gyles, Head of Operations of the Company, who is responsible for data protection compliance and can answer any questions you may have about your Personal Information. Jessica Gyles may be reached at jessica.gyles@sphere.tech.

Breach. The Company has reasonable internal policies and procedures in place to effectively detect, report, and investigate a data breach. The GDPR defines a Personal Information breach as “a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information.” Pursuant to the GDPR, the Company will notify you of a Personal Information breach where the Personal Information breaches are likely to present a risk to data subjects to data protection authorities (“DPAs”) without undue delay, and within 72 hours if feasible, after becoming aware of the breach; and communicate high-risk breaches to affected data subjects without undue delay. In the unfortunate event of breach, the Company shall provide you with: (i) contact details of the DPO or other contact person for the Company, (ii) a description of the nature of the breach, (iii) likely consequences of the breach, (iv) measures the Company has taken or proposes to take to address the breach, and (v) advice on steps data subjects can take to protect themselves.

V. General Data Protection Regulations

This Company is headquartered in California.



The Company's processing⁵ of the Personal Information⁶, such as the name, address, email address, or telephone number of an EU data subject (hereinafter, "Personal Information" or "Personal Data") that is voluntarily supplied by the individual, or supplied by an authorized third party,⁷ shall always be in line with the General Data Protection Regulation ("GDPR"), and in accordance with the country-specific data protection regulations applicable to the Company.

By means of this Privacy Policy, our Company would like to inform you of the nature, scope, and purpose of the Personal Information we collect, use and process, as defined herein. Specifically, if you are an EU data subject visiting our Website or downloading our App, you are hereby informed, by means of this section of our Privacy Policy, of the rights to which you are entitled, and the recourse you may seek if you have any questions regarding the collection, use, and processing of Personal Information by the Company. You may email us with requests at contact@sphere.tech.

Your Privacy Rights under the GDPR. The GDPR includes the following rights for you, as an EU data subject, if you provide Personal Information to the Company in connection with accessing the Services or visiting our Website or App:

- The right to be informed about how we store, use, or share your data;
- The right to access your data;
- The right to rectify your data;
- The right to have us erase your data;
- The right to prevent us from processing your data;
- The right to request copies of your data from us in a commonly-used and machine-readable format, free of charge, for the purposes of transfer to a third party, where technically feasible;
- The right to object to use or sharing of your data; and
- The right not to be subject to automated decision-making, including profiling

Note: Data Protection Impact Assessment (DPIA). The Company is not required to undergo a DPIA because the Company's data processing is not likely to result in a high risk to data subjects, such as in cases where: (1) new technology is being deployed; (2) profiling operations may

⁵ **Processing.** "Processing" covers a wide range of operations performed on personal data, including by manual or automated means. It includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data. See Article 4(2) and (6) of the GDPR.

⁶ **Personal Information.** "Personal Information" may include, but is not limited to information that identifies you as an individual or relates to an identifiable person, such as name, postal address, telephone number, email address, etc. The Company does not collect any Personal Information from visitors to its website that is not voluntarily provided. The Company only collects your Personal Information if you register for an account with the Company's Website, when you use the Company's Services, and when you send the Company communications in connection with your use of the Services.

⁷ **Third Party Personal Information.** We may obtain your Personal Information from third parties, such as third parties with whom we affiliate in providing the Company's services. If you provide the Company with Personal Information about third parties, you warrant to the Company that any Personal Information that you provide to the Company about any third party individuals was obtained by you with full consent, that you have the legal authority to provide us with such information, and that the individual has not communicated to you that they wish to opt out of receiving communications from the Company or having the Company collect information about him or her.



significantly affect individuals; or (3) processing is on a large scale and involves special categories of data. If you have any questions regarding DPIA compliance by the Company, you may contact us at contact@sphere.tech.

Complaints. Without prejudice to any other administrative or judicial remedy, every EU data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement of the data subject considers that the processing of Personal Information relating to him or her infringes this Regulation.

VI. Use, Processing, and Sharing of Personal Information

Collection of Personal Information

The Company collects the following information that could be used to identify you (“Personal Information”):

- **User Account Information:** Information provided by you to create an account with us, including your name, email address, postal address, phone number, account credentials, payment card information, and transaction history.
- **User Content:** Information collected by the Company in your use of our Website, App, or Services, including but not limited to user input, feedback, and document uploads.
- **Company Communications:** Information provided by you as part of your communications with the Company, including your name and contact information.
- **User Interaction Data:** Information automatically received by us when you use our Website, App, or Services, including your internet protocol address, device information, and location information collected as part of your browser log data and user engagement and analytics data.
- **Third Party Information:** We may obtain your Personal Information from third parties, such as third parties with whom we affiliate in providing the Company’s services. If you provide the Company with Personal Information about third parties, you warrant to the Company that any Personal Information that you provide to the Company about any third party individuals was obtained by you with full consent, that you have the legal authority to provide us with such information, and that the individual has not communicated to you that they wish to opt out of receiving communications from the Company or having the Company collect information about him or her.

Use of Personal Information

The following information applies to anyone who shares with us his, her, or a third-party’s Personal Information⁸. We may use, process,⁹ and/or share Personal Information:

⁸ **Personal Information.** “Personal Information” may include, but is not limited to information that identifies you as an individual or relates to an identifiable person, such as name, postal address, telephone number, email address, etc. The Company does not collect any Personal Information from visitors to its website that is not voluntarily provided. The Company only collects your Personal Information if you register for an account with the Company’s Website, when you use the Company’s Services, and when you send the Company communications in connection with your use of the Services.



- To respond to your inquiries and your requests regarding our Website, App, or Services.
- To send you information regarding our services and changes to our terms, conditions, and policies.
- To complete your account registration, process your payments, and communicate with you regarding your purchase of our Services.
- To send you marketing communication and newsletters about our Services.
- To personalize your experience on our Website and App.
- To inform you and allow you to participate in our Company's promotions.
- To facilitate social sharing functionality.
- To collaborate with business affiliates, partners, vendors, or service providers to provide you with our Services.
- In connection with our business purposes, as described above, including but not limited to data analysis, audits, fraud monitoring and prevention, developing or enhancing new and existing products and/or services, expanding our business activities, etc.
- To comply with our legal obligations (e.g., in response to a subpoena), investigate claims, or comply with a government request.
- To protect the privacy, safety, or property of you, the Company, and/or third parties, investigate fraud.
- To allow us to pursue available remedies or limit the damages that we may sustain.
- To enforce our user agreements, including this Privacy Policy and our Terms of Service.

We will not use and/or share your Personal Information:

- With anyone except for our Company's authorized service providers,¹⁰ business affiliates,¹¹ and business partners¹², including but not limited to Google, AWS, Vercel, Pinecone.io, and strictly for business purposes; or unless we specifically inform you, and give you an opportunity to opt out of sharing your Personal Information.
- To run interest-based advertising campaigns that collect Personal Information such as email addresses, telephone numbers, and credit card numbers.
- To use or associate Personal Information with remarketing lists, cookies, data feeds, or other anonymous identifiers.
- To use or associate targeting information, such as demographics or location, with any Personal Information collected from the ad or its landing page.
- To share any Personal Information with Google or third party companies through our remarketing tag or any product data feeds which might be associated with our ads.
- To send Google or third party companies precise location information without obtaining your consent.

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Protected Health Information (“PHI”) and HIPAA. The Federal Health Insurance Portability and Accountability Act (“HIPAA”) provides specific protections for the privacy and security of Protected Health Information (“PHI”) and restricts how PHI is used and disclosed by Covered Entities and its Business Associates.

COMPANY IS NOT A COVERED ENTITY OR A BUSINESS ASSOCIATE AND DOES NOT INTEND TO OPERATE AS A COVERED ENTITY OR BUSINESS ASSOCIATE AS SUCH TERMS ARE DEFINED UNDER HIPAA. ANY PERSONAL INFORMATION THAT YOU PROVIDE TO THE COMPANY IS NOT CONSIDERED PHI UNDER HIPAA.

The Company's Website is not intended to be used to communicate protected health information in accordance with our Terms of Service. Should you decide to share information regarding your past, present, or future physical or mental health conditions, we cannot guarantee that your information sent through this Website or transmitted to us via any other platforms we use to offer you Services, including but not limited to Zoom.com, will be kept secure and protected. If you share any such information through the Website or via any other avenue we use to provide you with Services, you herein agree that you do so at your own risk.

California “Shine the Light” Law. Under California Civil Code Section 1798.83, California customers are entitled to request information relating to whether a business has disclosed Personal Information to any third parties for the third parties’ direct marketing purposes. You may request and obtain from us once a year, free of charge, certain information about the Personal Information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of Personal Information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to contact@sphere.tech.

California Consumer Privacy Act. Organizations who are subject to the California Consumer Privacy Act (CCPA) must provide a clear and conspicuous link titled “Do Not Sell My Personal Information” on their homepage and in their privacy policy in order to meet the requirements of the new CA privacy law effective as of January 1, 2020. The law applies to businesses with over \$25 million in revenue, those handling information from 50,000 consumers, or deriving 50%+ annual revenue from selling consumer personal information. **At this time, the Company does not need to comply with this law, but does so voluntarily in an effort to assure you that we value your privacy.**

You may opt out of the Company’s sale of your personal information at any time by emailing us at contact@sphere.tech. Under the CCPA, “personal information” is defined to include information that identifies or relates to a particular consumer or household including, but not limited to, name, postal address, email address, IP address, social security number, personal property records, purchasing histories, biometric information, internet activity such as browsing or search history, geolocation data, employment information, education information and inferences drawn from this information, in so far as it is not publicly available information. The Company’s “sale” of personal information is broadly defined by the law to include selling, renting, releasing, disclosing, disseminating, making available, transferring or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information by the business to another business or a third party for monetary or other valuable consideration. In other words, most business to business transfers of personal information will fall within the definition of a sale.



The Company has provided visitors to our Website with a link to an Internet Web page on our Website enabling visitors to opt out of the “sale” of their “personal information.” Our Website also contains a recognizable and uniform opt-out logo or button to promote consumer awareness of the option to opt-out. Please feel free to access both for more information and to effectively opt out.

Additionally, If you are a California resident age 16 or older, as of January 1, 2020, the CCPA gives you certain rights with respect to the processing of your personal information.

(1) **RIGHT TO KNOW REQUEST** - Under the CCPA, you may have a right to request information about our collection, use, and disclosure of your personal information over the prior 12 months, and ask that we provide you with the following information:

- Categories of and specific pieces of personal information we have collected about you.
- Categories of sources from which we collect personal information.
- Purposes for collecting, using, or selling personal information.
- Categories of third parties with which we share personal information.
- Categories of personal information disclosed about you for a business purpose.
- If applicable, categories of personal information sold about you and the categories of third parties to which the personal information was sold, by category or categories of personal information for each third party to which the personal information was sold.

(2) **RIGHT TO DELETE REQUEST** - You may also have a right to request that we delete personal information within 45 days, subject to certain exceptions. They can be invoked if it is necessary for the Company to maintain the personal information pursuant to the exception.

- Transactional: Complete the transaction for which the personal information was collected, provide a good or service requested by the consumer, or reasonably anticipated within the context of a business’s ongoing business relationship with the consumer, or otherwise perform a contract between the business and the consumer.
- Security: Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity.
- Errors: Debug to identify and repair errors that impair existing intended functionality.
- Free Speech: Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law.
- CalECPA Compliance: Comply with the California Electronic Communications Privacy Act
- Research in the Public Interest: Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the businesses’ deletion of the information is likely to render impossible or seriously impair the achievement of such research, if the consumer has provided informed consent.



- Expected Internal Uses: To enable solely internal uses that are reasonably aligned with the expectations of the consumer based on the consumer's relationship with the business.
- Legal Compliance: Comply with a legal obligation.
- Other Internal Uses: Otherwise use the consumer's personal information, internally, in a lawful manner that is compatible with the context in which the consumer provided the information.

(3) **DISCLOSURES OF PERSONAL INFORMATION FOR BUSINESS PURPOSE** - In the preceding 12 months, we may have disclosed certain personal information to the categories of recipients listed in Section II of this Privacy Policy for one or more business purposes. If you are a California resident 16 years of age or older and would like to make a verifiable request for information about the personal information we have collected about you or a request for deletion of such personal information, please submit your request in writing to contact@sphere.tech.

VI. Children

The Children's Online Privacy Protection Act of 1998 (COPPA) and its accompanying FTC regulation protects the privacy of American children aged 13 and under, who are using the Internet. The GDPR sets the age at which an EU child can give their own consent in order to process their Personal Data at 16 years of age.

The Website, App, and our related Services are not intended for anyone under 16, and we do not knowingly collect information from anyone under the age of 16. Anyone aged 16 or under should not submit any Personal Information without the permission of their parents or guardians. Parents or guardians may, on behalf of their children, submit their children's Personal Information. By using the Website and our related Services, you are representing that you are at least 16 years old and that you have the relevant legal authority to submit your Personal Information or that of a third-party minor, to the Company or on the Company's Website.

VII. Links to Other Websites

This Privacy Policy does not address, and we are not responsible for the privacy, information or other practices of any third parties. This Privacy Policy applies only to this Website, App, and the Company's Services. It does not apply to any third-party sites, and the inclusion of a link does not imply endorsement of the linked site or service by us or by our affiliates.

We are not responsible for the collection, usage and disclosure policies and practices (including the data security practices) of other organizations, such as or any other app developers, app provider, social media platform providers, operating system providers, wireless service providers or device manufacturers, when you share your information, including any Personal Information, with those organizations through or in connection with use of the Website or Services.

VIII. Security

We maintain reasonable and appropriate, although not infallible, security precautions. However, we cannot guarantee that hackers or unauthorized personnel will not gain access to your Personal Information, despite our reasonable efforts. You should note that in using the Website, app, and/or our related Services, your information will travel through third-party infrastructures which are not under our control. We are not responsible for circumvention of any privacy settings or



security measures contained on the Service, or third party websites. Please feel free to raise any questions, concerns or specific directions you may have regarding the privacy and security of your information to contact@sphere.tech.

IX. Do Not Track

Your browser setting may allow you to automatically transmit a "Do Not Track" signal to websites you visit. The Company's Website responds to "Do Not Track" signals. To find out more about "Do Not Track," please visit <https://www.allaboutdnt.com>.

X. Advertising/Google Ads

On this Website, the Company has integrated Google Ads. Google Ads is a service for Internet advertising that allows the advertiser to place ads in Google search engine results and the Google advertising network. Google Ads allows an advertiser to pre-define specific keywords with the help of which an ad on Google's search results only then displays when the user utilizes the search engine to retrieve a keyword-relevant search result. In the Google Advertising Network, the ads are distributed on relevant web pages using an automatic algorithm, taking into account the previously defined keywords.

The operating company of Google Ads is Google Inc., 1600 Amphitheatre Pkwy, Mountain View, CA 94043-1351, United States.

The purpose of Google Ads is the promotion of our website by the inclusion of relevant advertising on the websites of third parties and in the search engine results of the search engine Google and an insertion of third-party advertising on our website.

If a data subject reaches our website via a Google ad, a conversion cookie is filed on the information technology system of the data subject through Google. The definition of cookies is explained above. A conversion cookie loses its validity after 30 days and is not used to identify the data subject. If the cookie has not expired, the conversion cookie is used to check whether certain sub-pages, e.g. the shopping cart from an online shop system, were called up on our website. Through the conversion cookie, both Google and the controller can understand whether a person who reached a Google Ads ad on our website generated sales, that is, executed or canceled a sale of goods.

The data and information collected through the use of the conversion cookie is used by Google to create visit statistics for our website. These visit statistics are used in order to determine the total number of users who have been served through Google Ads ads to ascertain the success or failure of each Google Ads ad and to optimize our Google Ads ads in the future. Neither our company nor other Google Ads advertisers receive information from Google that could identify the data subject.

The conversion cookie stores personal information, e.g. the Internet pages visited by the data subject. Each time we visit our Internet pages, Personal Information, including the IP address of the Internet access used by the data subject, is transmitted to Google in the United States of America. Personal Information is stored by Google in the United States of America. Google may pass these Personal Information collected through the technical procedure to third parties.



The data subject may, at any time, prevent the setting of cookies by our website, as stated above, by means of a corresponding setting of the Internet browser used and thus permanently deny the setting of cookies. Such a setting of the Internet browser used would also prevent Google from placing a conversion cookie on the information technology system of the data subject. In addition, a cookie set by Google Ads may be deleted at any time via the Internet browser or other software programs.

The data subject has a possibility of objecting to the interest based advertisement of Google. Therefore, the data subject must access from each of the browsers in use the link www.google.com/settings/ads and set the desired settings.

Further information and the applicable data protection provisions of Google may be retrieved under <https://www.google.com/intl/en/policies/privacy/>.

XI. Analytics

Google Analytics. We and our third-party tracking-utility partners use log files on our Service to automatically gather certain information, including but not limited to internet protocol ("IP") addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data, for analytics purposes. Specifically, we analyze trends, administer the site, track users' movements around the Website, and gather demographic information about our user base as a in the aggregate. We and our third party tracking-utility partners use log files on our Service to automatically gather certain information, including but not limited to internet protocol ("IP") addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data, for analytics purposes. Specifically, we analyze trends, administer the site,

track users' movements around the Website, and gather demographic information about our user base as a in the aggregate.

On this Website, the Company has integrated the component of Google Analytics. Google Analytics is a web analytics service. Web analytics is the collection, gathering, and analysis of data about the behavior of visitors to websites. A web analysis service collects, inter alia, data about the website from which a person has come (the so-called referrer), which sub-pages were visited, or how often and for what duration a sub-page was viewed. Web analytics are mainly used for the optimization of a website and in order to carry out a cost-benefit analysis of Internet advertising.

The operator of the Google Analytics component is Google Inc., 1600 Amphitheatre Pkwy, Mountain View, CA 94043-1351, United States.

The purpose of the Google Analytics component is to analyze the traffic on our website. Google uses the collected data and information, inter alia, to evaluate the use of our Website and to provide online reports, which show the activities on our websites, and to provide other services concerning the use of our Internet site for us.

Google Analytics places a cookie on the information technology system of the data subject. The definition of cookies is explained above. With the setting of the cookie, Google is enabled to analyze the use of our website. With each call-up to one of the individual pages of this Internet site, which is operated by the controller and into which a Google Analytics component was integrated, the Internet browser on the information technology system of the data subject will



automatically submit data through Google Analytics component for the purpose of online advertising and the settlement of commissions to Google. During the course of this technical procedure, the enterprise Google gains knowledge of Personal Information, such as the IP address of the data subject, which serves Google, inter alia, to understand the origin of visitors and clicks, and subsequently create commission settlements.

The cookie is used to store Personal Information, such as the access time, the location from which the access was made, and the frequency of visits to our Website by the data subject. With each visit to our Internet site, such Personal Information, including the IP address of the Internet access used by the data subject, will be transmitted to Google in the United States of America. Personal Information is stored by Google in the United States of America. Google may pass these Personal Information collected through the technical procedure to third parties.

The data subject may, as stated above, prevent the setting of cookies through our Website at any time by means of a corresponding adjustment of the web browser used and thus permanently deny the setting of cookies. Such an adjustment to the Internet browser used would also prevent Google Analytics from setting a cookie on the information technology system of the data subject. In addition, cookies already in use by Google Analytics may be deleted at any time via a web browser or other software programs.

In addition, the data subject has the possibility of objecting to a collection of data that is generated by Google Analytics, which is related to the use of this Website, as well as the processing of this data by Google and the chance to preclude any such. For this purpose, the data subject must download a browser add-on under the link <https://tools.google.com/dlpage/gaoptout> and install it. This browser add-on tells Google Analytics through a JavaScript, that any data and information about the visits of Internet pages may not be transmitted to Google Analytics. The installation of the browser add-ons is considered an objection by Google. If the information technology system of the data subject is later deleted, formatted, or newly installed, then the data subject must reinstall the browser add-ons to disable Google Analytics. If the browser add-on was uninstalled by the data subject or any other person who is attributable to their sphere of competence, or is disabled, it is possible to execute the reinstallation or reactivation of the browser add-ons.

Further information and the applicable data protection provisions of Google may be retrieved under <https://www.google.com/intl/en/policies/privacy/> and under <http://www.google.com/analytics/terms/us.html>. Google Analytics is further explained under the following Link <https://www.google.com/analytics/>. You may opt out by downloading the Google Analytics opt-out browser add-on, available at

<https://tools.google.com/dlpage/gaoptout>.

Mouseflow. The Company uses Mouseflow for engineering analytics, specifically web behavior analytics, namely data analysis on Website navigation, engagement, and interaction. The information collected by Mouseflow may include any or all of the following: page speed, health, log files, and uptime status.



You herein agree to the Mouseflow ApS and Mouseflow, Inc. Privacy Policy: <https://mouseflow.com/legal/company/privacy-policy/> as referenced in its Terms of Use <https://mouseflow.com/legal/company/terms/>, both of which are incorporated herein by reference.

The operator of Mouseflow is Mouseflow ApS and Mouseflow, Inc., 2028 E Ben White Blvd #240-7335, Austin TX 78741, USA.

Semrush. The Company uses Semrush for engineering analytics, specifically search engine positioning. The information collected by Semrush may include any or all of the following: page speed, health, log files, and uptime status.

You herein agree to the Semrush Privacy Policy <https://www.semrush.com/company/legal/privacy-policy/> as referenced in its Terms of Service <https://www.semrush.com/company/legal/terms-of-service/>, both of which are incorporated herein by reference.

The operator of Semrush is Semrush Inc., 800 Boylston Street, Suite 2475, Boston, MA 02199, USA.

XIII. Public Forum on our Website

Our Website and service offers a portal to which you may upload content. You may submit ideas, photographs, user profiles, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other content, including Personal Information (collectively, "User Content"), such as on profiles, blogs and message boards. We or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed), and may or may not attribute it to you.

Please think carefully before deciding what information you share, including Personal Information, in connection with your User Content. Please note that the Company does not control who will have access to the information that you choose to make public, and cannot ensure that parties who have access to such publicly available information will respect your privacy or keep it secure. Our promises regarding handling of your Personal Information under this Privacy Policy do not apply to any information that you disclose publicly, share with others or otherwise upload onto the publicly available positions of our Website. We are not responsible for the accuracy, use, or misuse of any User Content that you disclose or receive from third parties through the Website.

To request removal of your Personal Information from our blog or community forum, contact us at contact@sphere.tech. In some cases, we may not be able to remove your Personal Information, especially if it was already re-posted by another user. If this is the case, we will let you know if we are unable to do so and why in response to your request.

XV. Testimonials, Ratings and Reviews



If you submit testimonials, ratings, or reviews of the Services directly on our Website, any Personal Information you include will be displayed on the Website. We may also partner with third-party service providers to collect and display ratings and review content on our Website. If you provide our third-party service providers with your Personal Information in the process of submitting your rating and review, the content and Personal Information collected by a third party will be posted on our Website, absent your express instruction not to do so. If you want your testimonial, rating, or review removed from our Website at any time, please contact us at contact@sphere.tech.

XVI. Changes

This Privacy Policy may be updated from time to time for any reason, at our sole discretion. We will notify you of any material changes to our Privacy Policy by posting the new Privacy Policy on our Website, and emailing you a copy of the revised Privacy Policy or a link to it. You are advised to consult our Website regularly for any changes.

XVII. Incorporation into Terms of Service

By using or accessing the Website or the Services, you are accepting the practices described in this Privacy Policy, and you are consenting to our processing of your information as set forth in this Privacy Policy and as amended by us. This Privacy Policy is incorporated into, and considered a part of, the Company's Terms of Service.

XVIII. Opt-Out Policy

If, at any time after registering, you change your mind about receiving information from us or about the use of information volunteered by you, or if you prefer that we do not share your Personal Information with third parties for marketing purposes, please contact us at contact@sphere.tech.

XIX. Contact Us

If you have any questions or concerns relating to our use of your Personal Information, please email contact@sphere.tech. Additionally, you may reach us by postal mail at:

Sphere Technology Holdings, Inc.
Riverpark Tower
333 W San Carlos Street
San Jose, CA 95110

Updated as of July 24, 2023

[Terms of Service](#)



Introduction

Sphere Technology Holdings, Inc. and our related and affiliated entities (collectively, the "Company") values your privacy and is committed to maintaining your trust. We provide this Terms of Service to inform you of our policies and procedures regarding the collection, use, and disclosure of personally identifiable information received from visitors to and/or Users of the Company's app and website located at sphere.tech (collectively, the "Website"). Specifically, Sphere offers an extended reality (XR) solution for enterprise level business processes which tackles challenges across various verticals in a single, unified solution via an app and the Website (collectively, the "Services").

These Terms of Service ("Agreement" or "Terms of Service") apply to any use of and access to our Services and/or our Website by you and/or your agents (collectively, "you"). When you use our Services, you are agreeing to our terms, so please carefully read the Terms of Service and the Privacy Policy, incorporated herein, as these documents contain important information regarding your legal rights and obligations.

THIS DOCUMENT, THE TERMS OF SERVICE, IS A LEGAL AGREEMENT BETWEEN THE COMPANY AND YOU WHICH GOVERNS YOUR USE OF THE SERVICES AND THE WEBSITE. YOUR USE OF THE SERVICES AND THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF SERVICE AND THE PRIVACY POLICY INCORPORATED HEREIN; AND YOUR REPRESENTATION THAT YOU ARE AT LEAST 16 YEARS OF AGE OR OLDER. IF YOU OBJECT TO ANYTHING IN THESE TERMS OF SERVICE, YOU ARE NOT PERMITTED TO USE THE SERVICES. If you accept these Terms of Service and use the Services on behalf of a company, organization, or other legal entity, you represent and warrant to the Company that you have full power and authority to do so.

Effective Date. This Agreement is effective ("Effective Date") on the date you first access or use the Services and/or the Website, whichever is earlier. Company may amend this Agreement related to its Services from time to time. Amendments will be effective upon the posting of such updated Terms of Service at this location. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms of Service.

Fees. Upon notice to you, the Company may increase any fees specified in connection with its Services. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with purchases and transactions under this Agreement.

You may pay by credit card by way of Stripe, the Company's third-party payment processor, pursuant to the terms of our Privacy Policy, incorporated by reference herein.

You agree not to file a credit or debit card chargeback with regard to any amount of fees charged in connection with the Services. Instead, you agree to abide by the dispute resolution procedures outlined herein, below.



Account. By creating an online account with the Company on its Website ("Account"), you are granted a right to use the Services provided by the Company subject to the restrictions set forth in these Terms of Service and the Privacy Policy, incorporated by reference herein.

Our Account registration process will ask you for information including your name, email and/or physical address, phone number, etc. (hereinafter, collectively referred to as "Personal Information," as previously defined in our Privacy Policy). By registering for an Account, you agree to provide true, accurate, current and complete information about yourself as prompted by the registration process. You further agree that you will not knowingly omit or misrepresent any material facts or information, and that you will promptly enter corrected or updated information in your Account, or notify us in writing regarding your corrected or updated information.

We may verify your provided information, as required for your use of and access to the Services. You agree to maintain your Account solely for your own use. You agree that you will not allow another person to use your Account. We reserve the right to suspend or terminate the Account of any User who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

You are solely and entirely responsible for maintaining the confidentiality of your Account, and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. Furthermore, you are solely and entirely responsible for any and all activities that occur under your Account, including any charges incurred relating to the Services.

The Company is not liable for any harm caused by or related to the theft of your Account, your disclosure of your Account, or your authorization to allow another person to access or use the Services using your Account. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Services and/or the Website cannot be guaranteed in the event of breach.

Links to Third-Party Accounts. As part of the functionality of the Services, and pursuant to our Privacy Policy, which is incorporated herein, we offer you the option to link your Account with online accounts you may have with third parties ("Third Party Account") such as Microsoft by either: (i) providing your Third Party Account login information through the Services; or (ii) allowing the Company to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account.

You represent that you own and are entitled to disclose your Third Party Account login information to the Company and/or grant the Company access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account. The Company will not pay any fees or be subject to any usage limitations imposed by such third party service providers.



In the future, the Company may allow you to login to your Account via other third parties, including social networking platforms such as Facebook, Twitter, or Google. By granting the Company access to certain Third Party Accounts, you understand that (i) the Company may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "SNS

Content") so that it is available on and through the Services via your Account, including without limitation any friend lists, and (ii) the Company may submit and receive additional information to your Third Party Account to the extent you are notified when you link your Account with the Third Party Account. Please note that if a Third Party Account or associated service becomes unavailable or the Company's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Services.

Depending on the Third Party Accounts you choose to link with the Website, and subject to the privacy settings that you have set in the Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your Account on the Website. Depending on your privacy settings, the Company may access your contacts associated with a Third Party Account, solely for the purposes of identifying and informing you of those contacts who have also registered to use the Services and/or Website, unless you expressly tell us not to do so in writing.

Finally, you will have the ability to disable the connection between your Account and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. The Company makes no effort to review SNS Content by any Third Party Accounts for any purpose, including but not limited to, for accuracy, legality or non-infringement, and the Company is not responsible for any SNS Content by Third Party Accounts.

Prohibited Uses. You may use the Services and/or Website only for lawful purposes in accordance with any guidelines provided by Sphere and Customer warrants that they will ensure compliance in accordance with these Terms of Services. You agree not to use the Services and/or Website:

- Access or use the content in order to build a similar or competitive service or product.
- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services and/or Website, or which, as determined by us, may harm the Company or users of the Services and/or Website, or expose them to liability.



- Use the Services and/or Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Services and/or Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Services and/or Website, or for any other purpose not expressly authorized in these Terms of Services, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services and/or Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Services and/or Website.
- Attack the Services and/or Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.
- Your or your employee or agent's use of Sphere's Services in a manner inconsistent with any usage instructions, warnings, or guidelines issued by the Company.

Termination. The Company reserves the right, in its sole discretion, to terminate your Account if you violate these Terms of Service or for any reason or no reason at any time. We may also suspend your access to the Services and/or Website, and your Account if you: (a) have violated the terms of these Terms of Service, any other agreement you have with the Company; (b) pose an unacceptable credit or fraud risk to us or other users of our Website or Services ("Users"); (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct; or (d) for any other reason in the Company's sole discretion.

If your Account is terminated or suspended for any reason or no reason, you agree: (a) to continue to be bound by these Terms of Service; (b) to immediately stop using the Services, (c) that any licenses granted to you under these Terms of Service shall end; (d) that we reserve the right (but have no obligation) to hide or delete all of your information and account data stored on our servers, in accordance with the Privacy Policy; and (e) that the Company shall not be liable to you or any third party for termination or suspension of access to the Services or for deletion or hiding of your information or account data. You agree that the Company may retain and use your information and account data as needed to comply with investigations and applicable law, and as indicated in the Company's Privacy Policy.



However, we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or in connection with any termination or suspension of the Services. Any termination of these Terms of Service does not relieve you of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us, as provided in these Terms of Service.

Fees/Payment Processing. Users of the Services will be required to provide their credit card or bank account details to the Company to process payment(s). The Company collects, analyzes and relays information to allow Stripe.com, our third party service provider who processes these payment(s).

You authorize us to process payment(s) for the Services, using the payment information you have supplied. Specifically, you will be required to provide your credit card or bank account details to the Company and/or the third-party service provider, and/or register with the third-party service provider, Stripe.com, to process payment(s) for the Services. You agree to provide the Company and/or the third-party service provider with accurate and complete information about you and/or your business; and you authorize the Company to share it and any transaction information related to your use of the Services and/or Website with the third-party service provider for the purpose of processing payment(s), including but not limited to the service fees owed to Company for the use of the Service.

The Company reserves the right, in its sole discretion (but not the obligation), to: (i) place on hold any payment and out of pocket expenses; and/or (ii) refund, provide credits or arrange for the third-party service provider to do so, as necessary.

If you believe a payment has been processed in error, you must provide written notice to the Company within thirty (30) days after the date of payment specifying the nature of the error and the amount in dispute. If notice is not received by the Company within such thirty (30) day period, the payment will be deemed final and valid.

The Company is not liable for any losses relating to chargebacks, fraudulent charges, or other actions by any User that are deceptive, fraudulent or otherwise invalid. By using the Services, you hereby release the Company from any liability arising from fraudulent actions. You will also use best efforts to promptly notify the Company of any fraudulent actions which may affect the Services. The Company reserves the right, in its sole discretion, to terminate the account of any User that engages in, or enables any other User to engage in, fraudulent actions.

While the Company takes what it believes to be reasonable efforts to ensure secure transmission of your information, the third-party service provider that assesses and processes payment(s), the Company is not responsible for any fees or charges assessed by third party service providers, or any errors in the processing of payment(s) by third party service providers, including any errors that result from third-party negligence,



improper transmission of payment information, your mistaken submission of payment information, or your submission of erroneous payment information. Your sole recourse is with Stripe.com, the current third-party service provider which processed the payment(s).

Links to Other Websites. As described in the Privacy Policy, incorporated herein, the Services may contain links to third party websites, such as but not limited to Microsoft.com or Stripe.com, that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, the Company will not and cannot censor or edit the content of any third-party site. By using the Services, you expressly relieve the Company from any and all liability arising from your use of any third-party website that is referenced or linked on our Website.

Links to this Website. We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Website and/or Services, so long as: (a) the links only incorporate text, and do not use any trademarks, (b) the links and the content on your website do not suggest any affiliation with the Company or cause any other confusion, and (c) the links and the content on your website do not portray the Company or its products or Services in a false, misleading, derogatory,

or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to the Company. The Company reserves the right to suspend or prohibit linking to the Website and/or Services for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

Intellectual Property Rights. As discussed in the Company's Privacy Policy, incorporated herein, the Company owns all right, title and interest in and to the Services, the Company data and Aggregated Data, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement and the Privacy Policy, the Company reserves all rights, title and interest in and to the Services, the Company data and Aggregated Data, including, without limitation, all related intellectual property rights. The Company's service marks, logos and product and service names are owned by the Company. You agree not to display or use any of the Company marks in any manner without the Company's express prior written permission.

In addition, any trademarks, service marks and logos associated with a third party offering may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

Any information and data that you submit to the Website or in connection with the Services must not violate the intellectual property rights of third parties.

Finally, as specified in the Company's Privacy Policy, you grant us a license to use your customer feedback in connection with providing the Services and for general marketing purposes, unless you notify us otherwise in writing.



No Submission of Unsolicited Ideas and/or Materials. In your communications with the Company, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us via the Website are deemed User Content and licensed to us as set forth below. In addition, Company retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. The Company's receipt of your Unsolicited Ideas and Materials is not an admission by the Company of their novelty, priority, or originality, and it does not impair the Company's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

Blog/Public Forum on our Website. As indicated in our Privacy Policy, incorporated herein, our Website offers publicly accessible message boards, blogs, and community forums to which you or other Users may contribute. Our blog/public forum allows you and other Users to guest blog and post content such as videos, photos, and advertisements with respect to the Services. Posted information on our blog/public platform may be collected and used by others.

You agree not to post on our Website any content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User content that you post does not and will not violate third-party rights of any kind, including without limitation any intellectual property rights or rights of privacy.

The Company reserves the right, but is not obligated, to reject and/or remove any User content on the blog/public forum that the Company believes, in its sole discretion, violates these provisions. We also reserve the right to block or remove any content we deem inappropriate, obscene, lewd, lascivious, filthy, violent, harassing, defamatory,



libelous, tortious, illegal, threatening, or otherwise objectionable, regardless of whether it was intended to be private or public. Since we do not review all content on our Website, we cannot guarantee that we will be able to take protective measures in the event that any User posts content that violates the terms of this provision. However, when we become aware of content that we consider violates this provision (*i.e.*, is offensive or could compromise the privacy of your personal or confidential information or that of another person), we will make a good-faith, reasonable effort to block or remove such content.

The Company takes no responsibility and assumes no liability for any User content that you or any other User or third party posts or sends over the Website or mobile app, or any action you take in reliance on any User content posted by another User. You shall be solely responsible for your User content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User content.

Furthermore, you understand and agree that you may be exposed to other people's User content that may be inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that the Company shall not be liable for any damages you allege to incur as a result of exposure to such User content.

You may self-edit and/or remove the content you posted on our Website and/or mobile app by logging into your account. Or, to request removal of any content that you believe violates this provision or that you previously posted on our blog/community forum, please contact us at contact@sphere.tech. In some cases, we may not be able to remove your content, especially if it was already re-posted by another User. If this is the case, we will let you know if we are unable to do so and why in response to your request.

DMCA Notice. The Company will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Website on which the material appears);
- (iv) your full name, address, telephone number, and e-mail address;



- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

The Company will only respond to DMCA Notices that it receives by mail, e-mail, or facsimile at the addresses set forth in the "Notice" section of this Agreement.

It is often difficult to determine if your copyright has been infringed. The Company may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and the Company may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting the Company's other rights, the Company may, in appropriate circumstances, terminate a repeat infringer's access to the Services, Website, and/or any other website owned or operated by the Company.

Counter-Notification. If access on the Website to a work that you submitted to the Company is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: "DMCA Counter-Notification";
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Website from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, e-mail address, and the username of your account;



(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

Data Ownership and Usage. As specified in the Company's Privacy Policy, incorporated herein, we will own all Aggregated Data, as that term is defined therein, and the Privacy Policy will govern how we collect and use Personal Information that is submitted through the Services. By accessing or using the Services, you agree that you have read and accept our Privacy Policy.

As explained in our Privacy Policy, we have controls in place to prevent outside parties from stealing or accessing your data and Personal Information, but they are not foolproof. Please exercise caution when disclosing any Personal Information while using our Website. We will notify one another if either of us becomes aware that your data and/or Personal Information has been compromised.

You are solely responsible for resolving disputes regarding ownership or access to your data, including those involving any current or former owners, co-owners, employees or contractors of your business. You acknowledge and agree that the Company has no obligation whatsoever to resolve or intervene in such disputes.

Personal Information. As outlined in the Company's Privacy Policy, incorporated herein, we will protect your Personal Information and disclose it only in a limited number of circumstances. We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized

third parties will never be able to thwart those measures, or use your Personal Information for improper purposes. You acknowledge that you provide your Personal Information at your own risk.



HIPAA. Health Insurance Portability and Accountability Act ("HIPAA") imposes rules to protect certain personal health information. You should not share any protected health information, or any information that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual. The Service and this Website are not intended to be used to communicate protected health information. If you do share any protected health information, you do so at your own risk.

Disclaimer/No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND/OR THIS WEBSITE.

THE COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES AND/OR THIS WEBSITE WILL BE SECURE, TIMELY, ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICES ARE OR WILL REMAIN UPDATED, COMPLETE OR CORRECT, OR THAT THE SERVICES AND/OR WEBSITE WILL MEET YOUR REQUIREMENTS OR THAT THE SYSTEMS THAT MAKE THE SERVICES AVAILABLE (INCLUDING WITHOUT LIMITATION THE INTERNET, OTHER TRANSMISSION NETWORKS, AND YOUR LOCAL NETWORK AND EQUIPMENT) WILL BE UNINTERRUPTED OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

THE SERVICES AND ANY PRODUCTS AND THIRD PARTY MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SOLELY FOR YOUR USE IN ACCORDANCE WITH THIS AGREEMENT.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH THE COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "COMPANY PARTIES").

Indemnification. You agree to indemnify, defend, and hold harmless the Company from and against any and all third party claims, lawsuits, and liabilities alleged or asserted against the Company, its subsidiaries, affiliates, agents, officers, directors or employees, and all related charges, damages, and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from or relating to: (a) any actual or alleged breach of any provisions of these Terms of Service or any direction or instructions provided by Sphere; (b) any actual or alleged violation by you, an affiliate, or end user of the intellectual property, copyright, trade secret, privacy, data breach, or violation of other rights of the Company or a third party; (c) any dispute between you and another party regarding ownership of or access to your data or data uploaded by you to the Company's system or Personal Information submitted to the Company via its Website; and (d) your or your employee or agent's use of Sphere's Services in a manner inconsistent with any usage instructions, warnings, or guidelines issued by the Company.



No Liability. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSS CAUSED, OR ALLEGED TO BE CAUSED, BY THE TRANSMISSION OF CARDHOLDER DATA PRIOR TO ITS ENCRYPTION AND RECEIPT BY SERVER(S) OWNED OR CONTROLLED BY THE COMPANY. THE EXCLUDED DAMAGES WILL INCLUDE, WITHOUT LIMITATION, DAMAGES RESULTING FROM FRAUD, EMBEZZLEMENT, THEFT, IDENTITY THEFT, OR INVASION OF PRIVACY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY PARTIES' AGGREGATE LIABILITY, COLLECTIVELY, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEES PAID PRECEDING THE DATE OF THE INCIDENT. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) APPLY WITH RESPECT TO BOTH THE COMPANY AND THE COMPANY PARTIES.

IN NO EVENT WILL THE COMPANY HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, DATA OR OPPORTUNITIES, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES OR THIRD PARTY OFFERINGS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE COMPANY, ITS LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS RELATED TO OR ARISING FROM USE OF THE SERVICES. YOU HEREBY RELEASE AND FOREVER DISCHARGE THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR LIQUIDATED, ARISING FROM OR RELATED TO ANY DISPUTE OR INTERACTIONS WITH ANY OTHER USER, WHETHER ONLINE OR IN PERSON, WHETHER RELATED TO THE PROVISION OF SERVICES OR OTHERWISE.

THE FOREGOING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Choice of Law. Any dispute arising between you and the Company shall be governed by the laws of the State of California without regard to its conflict of law provisions.

Dispute Resolution.



- **Informal Dispute Resolution.** We want to address your concerns without needing a formal legal case. Before filing a claim against the Company, you agree to make a good faith attempt to resolve the dispute informally. Notice of such claims or disputes should be submitted via email to contact@sphere.tech. Such notice should include a description of the nature of the dispute and the damages claimed. Upon receipt of notice of such claim or dispute, Company agrees to commence in informal dispute resolutions within 15 days of its receipt of written notice of the claim or dispute. If a dispute is not resolved within 45 days after submission, you may bring a formal proceeding in accordance with the terms set forth herein.
- **We Both Agree To Arbitrate.** You and the Company agree to waive any right to a jury trial or the right to have any dispute resolved in court and agree to resolve any disputes through final and binding arbitration on an individual basis, except as set forth under Exceptions to Agreement to Arbitrate below. You and Company agree that these Terms affect interstate commerce.
- **Opt-out of Agreement to Arbitrate.** You can decline this agreement to arbitrate by contacting contact@sphere.tech within 30 days of first accepting these Terms of Service and stating that you (including your first and last name) decline this arbitration agreement.
- **Arbitration Procedures:** The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The AAA Rules and other information about AAA and arbitration are readily available at <http://www.adr.org>. The arbitration will be held in Santa Clara County, California, or any other location we mutually agree to. You and Company empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or formation of this contract, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable.
- **Arbitration Fees.** The AAA rules will govern payment of all arbitration fees.
- **Exceptions to Agreement to Arbitrate.** Notwithstanding the foregoing mutual agreement to arbitrate, you or the Company may bring a lawsuit solely for equitable or injunctive relief to stop unauthorized use or abuse of the Company's products or the Company Service, breach of confidentiality obligations, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.
- **No Class Actions.** You may only resolve Disputes with the Company on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions,



private attorney general actions, and consolidation with other arbitrations aren't allowed under this Agreement.

- **Judicial Forum for Disputes.** In the event that the agreement to arbitrate is found not to apply to you or your claim, you and the Company agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Santa Clara County, California. Both you and the Company consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

Miscellaneous Provisions

- **Relationship of the Parties.** This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and the Company.
- **Entire Agreement.** These Terms of Service and Privacy Policy referenced herein constitute the entire agreement between you and the Company concerning the subject matter herein and the use of the Services and/or Website. They supersede any and all previous agreements, written or oral, between you and the Company, including previous versions of these Terms of Service and/or Privacy Policy. To the extent that you have entered into a separate written agreement with the Company to provide Services and such agreement is not reflected online, these terms herein shall govern in the event of a conflict with the terms in said written agreement.
- **Modification.** The Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of these Terms of Service and/or Privacy, and any and all referenced and/or incorporated exhibits or policies, programs and guidelines. The Company will post the updated terms to this page and endeavor to notify you of any material changes by email, but will not be liable for any failure to do so. If any future changes to these Terms of Service and/or Privacy Policy are unacceptable to you or cause you to no longer be in compliance with these Terms of Service, you must terminate, and immediately stop using, the Services. Your continued use of the Services following any revision to these Terms of Service constitutes your complete and irrevocable acceptance of any and all such changes.
- **Assignment.** The Company may assign these Terms of Service and/or Privacy Policy in whole or part at any time. However, you may not assign, delegate or transfer this Agreement in whole or in part, without the Company's prior written consent.
- **No Waiver.** Any failure of the Company to enforce or exercise a right provided in these Terms of Service and/or the Privacy Policy is not a waiver of that right.
- **Severability.** Should any provision of these Terms of Service be found invalid or unenforceable, the remaining terms shall still apply.
- **Force Majeure.** Neither Party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and



payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving the Company's or your employees, respectively), computer attacks (by government/nation entities or otherwise) or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

- **Electronic Communications and Signatures.** You agree to the use of electronic communication in order to enter into agreements and place orders, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Services. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
- **Notices.** Any notices provided by the Company under this Agreement and/or the Privacy Policy may be delivered to you to the email address(es) we have on file for your Account. You hereby consent to receive electronic notice from us through the foregoing means, and such notices will be deemed effective when sent if on a business day, and if not sent on a business day then on the next business day. Except as otherwise specified in the Agreement, any notices to the Company under this Agreement must be delivered either via email to contact@sphere.tech or via first class registered U.S. mail, overnight courier, to Riverpark Tower, 333 W San Carlos St, San Jose, CA 95110, United States.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, WHICH INCLUDE FULLY BY REFERENCE THE ARBITRATION PROVISION HEREIN, AND THE COMPANY'S PRIVACY POLICY. I AGREE THAT MY USE OR CONTINUED USE OF THE WEBSITE AND SERVICES IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE AND THE COMPANY'S PRIVACY POLICY INCORPORATED FULLY BY REFERENCE HEREIN.