

Terms of Use

This page explains our Terms and Conditions of Use (“Terms”), which apply to persons who access and use our publicly available websites, persons who access our Services (as defined below) and persons who download any related downloadable mobile or software applications that we may make available (collectively the “Sites” as further defined below). These Terms contain important information about your legal rights and responsibilities when accessing or using the Sites. When you access or use the Sites, you agree to these Terms. The Effective Date of these Terms is the date upon which you access the Sites.

1. Please read these Terms carefully. THESE TERMS ARE A LEGAL CONTRACT BETWEEN EACH PERSON OR ENTITY REFERENCED IN THE FOREGOING PARAGRAPH (“YOU” OR “YOUR”) AND THE FREQUENCY PROJECT LLC AND [HTTPS://WWW.AFREQUENCYPROJECT.COM/](https://www.afrequencyproject.com/) (“FREQUENCY PROJECT”). THESE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE SITES. BY USING THE SITES, AND/OR BY CLICKING THE “I ACCEPT” CHECKBOX AND BUTTON TO ACCESS ANY SERVICES, SOFTWARE, OR MOBILE APPLICATION, YOU ARE AGREEING TO BE BOUND BY THESE TERMS, AS WELL AS BY ANY OTHER AGREEMENTS OR POLICIES THAT MAY BE POSTED ON THE SITES (“SITE POLICIES”). UNTIL YOU HAVE AGREED TO BE BOUND BY THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SITES. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU MAY NOT ACCESS OR OTHERWISE USE THE SITES.

2. **Definitions.** The following definitions apply to these Terms.

2.1 “Frequency Project Platform” means all Frequency Project password restricted products and services, including those accessible via the Site, as well as all custom domains created for your building to take you to your Frequency Project Site. “Frequency Project Platform” also includes the Frequency Project Blog and all Frequency Project apps and software, and all improvements, modifications, and derivative works thereto and all applicable documentation provided by Frequency Project (“Documentation”), together with all related code, cloud software, interfaces, functionality, web-services, supplements, add-on components, corrections, bug fixes, modifications, enhancements, updates, new versions or releases (collectively, “Software”). For the avoidance of doubt, “Frequency Project Platform” includes not only the Documentation and the Software, as well as the functionality of the Frequency Project Platform, but also any content contained therein, such as text, photographs, audiovisual, audio-only, or other media.

2.2 “Device” means a desktop computer, laptop or other portable computer, workstation, smartphone, tablet or any other device capable of running an instance of the Sites.

2.3 “Mobile Application” means software that Frequency Project provides to you that allows you to access the Sites from a mobile Device.

2.4 “Modifications” means any work based on or incorporating all or any portion of the Sites, including, without limitation, modifications, updates, enhancements, customizations, supplements and any derivative works made to the Sites.

2.5 “Services” means the Frequency Project Platform, and any other services provided by Frequency Project that are available or accessed via the internet or in the cloud, and via any related Mobile Application or Software, including but not limited to access through the URLs set forth below in Section 2.6.

2.6 “Site” or “Sites” means the series of webpages located at the URL <https://www.afrequencyproject.com/> and any other associated websites of Frequency Project. Unless otherwise specified in these Terms, the term “Site” or “Sites” also includes the Services, the Mobile Applications and any Software.

2.7 “Site Policies” means any agreement or policy posted or appearing on, or linked to or from, the Site.

3. Using the Sites. You can simply view certain parts of the Sites and you do not need authorization from Frequency Project to visit and view the non-password protected parts of the Sites.

3.1 To access certain password-restricted areas of the Sites, including certain Services, you must be authorized to do so via a written agreement between Frequency Project and the legal entity with whom you are associated as an employee or independent contractor. If you are authorized to access and use password-restricted areas of the Sites, you will be prompted to create a password-protected account via a method directed by Frequency Project.

3.2 To access and use password-restricted areas of the Sites, you will use your own unique login credentials, which include your password (“Password”).

3.3 You are responsible for maintaining the confidentiality of your Password and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify Frequency Project if your Password for a Site is lost, stolen, if you are aware of any unauthorized use of your Password on any Site or if you know of any other breach of security in relation to any Site.

4. Access. Your access to the Sites is strictly conditioned on all of the following:

4.1 You agree that these Terms do not grant you any right to use the Sites or any part thereof other than as authorized in these Terms.

4.2 You agree to comply with these Terms and with any Site Policies.

4.3 You represent that you have not, and throughout the term (including any extensions or modifications) of these Terms you will not:

4.3.1 copy or reproduce, display, download, modify, distribute, re-sell, or share with third parties all or any part of the Sites;

4.3.2 make any Modifications to the Sites or create any derivative works thereof, except to the extent the Site directs or invites you to do so;

4.3.3 attempt to reverse engineer, decompile, disassemble or access the source code for the Sites or any component thereof;

4.3.4 with respect to password-restricted areas of the Sites, share your Site login information with any other party or otherwise permit anyone else to access the Sites through your account;

4.3.5 send or otherwise transmit the Sites, in whole or in part, electronically by any means;

4.3.6 access password-restricted areas of the Sites via any means other than your Password or other authorized login credentials, if other authorized login credentials are applicable;

4.3.7 alter or delete any copyright, trademark, patent or other notices or markings appearing within the Sites; or

4.3.8 use the Sites for any purpose that is unlawful or prohibited by these Terms.

5. Ownership and Intellectual Property. Your access to the Sites is also strictly conditioned on all of the following requirements:

5.1 You agree that Frequency Project and/or its licensors or affiliates, as applicable, own all right, title and interest in the Sites and any Modifications thereto, including all copyrights, trademarks, patents and trade secrets relating thereto (collectively, “Intellectual Property Rights”).

5.2 You agree that these Terms do not grant you or any other party any right, title or interest in the Sites, in whole or in part, or in or to any related Intellectual Property Rights, whether expressly, by implication, estoppel, or otherwise. You hereby irrevocably waive, forfeit and relinquish any right, title, or interest in the Sites and in any related Intellectual Property Rights.

5.3 You agree that with respect to password-restricted areas of the Sites, your access to such password-restricted areas is governed by the written agreement between Frequency Project and the person or entity who purchased Frequency Project Services. If such access has not been purchased and/or access rights are not current, you will not be allowed to access password-restricted areas of any Site.

5.4 You agree that in the event you provide any comments, requests, suggestions, code contributions, or any other feedback (collectively, "Feedback") to Frequency Project concerning the Sites, Frequency Project shall, in its sole determination, have the right to accept, reject, modify, use or decline to use such Feedback for any purpose whatsoever. You further agree that regardless of Frequency Project's determination with regard to Feedback, Frequency Project shall hold any and all rights in such Feedback, and you irrevocably waive, forfeit and relinquish any rights therein.

5.5 You agree that the Services include the Frequency Project Platform as defined herein and without limitation, including any content provided by or appearing during use of the Services. Except solely as necessary for you to access the Services and the Sites for the intended purpose pursuant to these Terms, you may not copy, collect, modify, create derivative works or uses of, translate, distribute, transmit, publish, re-publish, perform, display, post, download, upload, sublicense, transfer, dispose of, resell or sell any part of the Services. Except as expressly set forth in these Terms, these Terms do not grant to you any license to any Intellectual Property Rights or other proprietary rights, including any implied licenses or licenses granted by estoppel or otherwise. You agree that Frequency Project owns the Services and that you will neither use the Services nor permit or assist anyone else in using the Services in any way, intentional or otherwise, that competes, as determined by Frequency Project in its sole discretion, with the Services.

6. Mobile Applications.

6.1 Frequency Project may make available Mobile Applications to access certain of the Sites via a mobile Device. To use the Mobile Application you must have a mobile Device that is compatible with the Mobile Application. Frequency Project does not represent or warrant that the Mobile Application will be compatible with your mobile Device. Frequency Project hereby grants you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile Device owned or leased solely by you, for your personal use.

6.2 You shall not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application.

6.3 You acknowledge that Frequency Project may from time to time issue upgraded versions of the Mobile Application and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile Device. You consent

to such automatic upgrading on your mobile Device and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Frequency Project and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

6.4 The following additional terms and conditions apply with respect to Mobile Applications designed for use on an Apple iOS-powered mobile Device (an “iOS App”), an Android-powered mobile Device (an “Android App”), or an Android-powered mobile Device and obtained from the Amazon App Store (an “Amazon Android App”, collectively with an iOS App and an Android App, “App Downloads”):

6.4.1 You acknowledge that these Terms are between you and Frequency Project only, and not with the third party who made any App Download available to you;

6.4.2 Your use of any App Download will comply with that third party’s then current Terms of Service;

6.4.3 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties; and

6.4.4 You agree to comply with all applicable third-party terms of agreement when using any App Download (e.g., you must not be in violation of your wireless data service terms of agreement when using any App Download).

7. Software

7.1 In addition to or in lieu of Mobile Applications, Frequency Project may make certain Software available to you for download on a Device if a license to such Software has been purchased from Frequency Project by a legal entity with which you are associated as an employee or contractor (the “Purchasing Entity”). Subject to your compliance with these Terms, Frequency Project hereby grants you a non-exclusive, non-transferable, non-sublicensable, license to use the Software for the internal business purposes of the Purchasing Entity. The foregoing license will terminate immediately on the earlier to occur of:

7.1.1 the expiration or earlier termination of the agreement between Frequency Project and the Purchasing Entity; or

7.1.2 your ceasing to be authorized by the Purchasing Entity to use the Software for any or no reason.

7.2 You acknowledge that Frequency Project may from time to time issue upgraded versions of the Software and may automatically electronically upgrade the version of the Software that you are using. You consent to such upgrades and agree that these Terms

will apply to all such upgrades. The foregoing license grant is not a sale of the Software or any copy thereof, and Frequency Project and its third-party licensors or suppliers retain all right, title, and interest in and to the Software (and any copy of the Software).

8. **Third Party Sites and Resources.** We may from time-to-time at our discretion host or provide links within the Sites to services, products, web pages, websites or other content of third parties (“Third-Party Content”). The inclusion of any link to, or the hosting of, any Third Party Content is provided solely as a convenience to our users, including you, and does not imply affiliation, endorsement, approval, control or adoption by us of the Third-Party Content. We make no claims or representations regarding, and accept no responsibility or liability for, Third-Party Content including without limitation its quality, accuracy, nature, ownership or reliability. Your use of Third-Party Content is at your own risk. When you leave the Sites to access Third Party Content, you should be aware that our policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering policies, of any website to which you navigate from the Sites.

9. **Term and Termination.**

- These Terms commence on the Effective Date and continue until and unless your access to the Sites is terminated hereunder, by operation of law, or otherwise.
- **We reserve the right to change, suspend or discontinue, or terminate, restrict or disable your use of or access to, parts or all of the Sites or any functionality at any time at our sole discretion and without notice.** For example, we may suspend or terminate your use of part or all of the Sites if you violate these Terms.

10. **Warranty Disclaimer, Indemnification, and Limitation of Liability.**

- THE SITES ARE PROVIDED “AS IS” ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Frequency Project is not responsible for any interruption in services or unavailability of the Sites resulting from Internet failures, your inability to access the Internet, or inadequate bandwidth in your Internet connection.
- You will indemnify, defend, and hold harmless Frequency Project and its directors, officers, employees, representatives, agents and affiliates from and against, any and

all claims, losses, damages and expenses, including attorney's fees, arising from a third-party claim to the extent that such third-party claim is based upon your use of the Sites or any content or materials contained therein, or upon a breach of these Terms, or upon your negligence or other act or omission in connection with your use of the Sites.

- Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL FREQUENCY PROJECT OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE OR INCOME; LOSS, THEFT, DISCLOSURE OR DEGRADATION OF DATA, GOODWILL OR OTHER INTANGIBLE LOSSES, OR ANY LOSSES RELATED TO YOUR ACCESS TO, USE OF, OR INABILITY TO USE ALL OR PART OF THE SITES AND/OR SERVICES. THIS NON-LIABILITY FOR DAMAGES APPLIES WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR ANY OTHER SUCH THEORY, EVEN IF FREQUENCY PROJECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE MAXIMUM LIABILITY OF FREQUENCY PROJECT ARISING OUT OF OR FROM THE PROVISION OF SERVICES WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, EVEN IF FREQUENCY PROJECT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, SHALL NOT EXCEED TWENTY DOLLARS (\$20.00). THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

11. **Copyright Infringement.** Frequency Project views claims of copyright infringement seriously and will respond to notices of alleged copyright infringement that comply with applicable law. If any person or entity believes any materials accessible on or from the Sites infringe the copyright of such person or entity, such person or entity may request removal of those materials from the Sites by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512)

(“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Physical or electronic signature.
- Identification of the copyrighted work believed to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material believed to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact the person or entity alleging copyright infringement (including name, postal address, telephone number, and, if available, email address).
- A statement that the person or entity claiming copyright infringement has a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, the individual or entity submitting the claim of copyright infringement is authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Attn: Peter Stuart

A Frequency Project LLC

175 Geenwich St., 38th Floor

New York, N.Y. 10007

Failure to comply with all of the requirements of Section 512(c)(3) of the DMCA, may render the DMCA Notice ineffective. Please be aware that if you knowingly materially misrepresent that material or activity on Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

In accordance with the DMCA and other applicable law, Frequency Project may at our discretion limit access to the Sites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

12. Miscellaneous.

12.1 Headings. Headings used in these Terms are solely for the convenience of the parties and shall have no effect in the construction or interpretation of these Terms.

12.2 Choice of Law, Jurisdiction and Arbitration . These Terms shall be construed and enforced under the laws of the State of New York, excluding her choice of law provisions, and it shall be construed in a manner so as to conform with all federal, state, and local laws and regulations. The parties agree that, except for disputes that qualify for state courts of limited jurisdiction (such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes) (“Small Claims Disputes”), which Small Claims Disputes shall be brought in the appropriate state court of limited jurisdiction located in New York, New York, any controversy or claim, whether at law or equity, arising out of or related to these Terms or to your use of the Sites, regardless of the date of accrual of such dispute, . The arbitration shall be held in New York, New York before a single arbitrator and shall be conducted in accordance with the JAMS Streamlined Arbitration Rules and Procedures then in effect except to the extent specifically modified herein. Notwithstanding anything to the contrary herein, the Parties agree that the arbitration proceedings may occur pursuant to virtual sessions. The arbitrator shall determine the arbitrability of any disputes and the applicability of this Section 13 and shall be empowered to grant interim and injunctive relief. With respect to Small Claims Disputes, each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

12.3 Assignment. Neither party may assign its rights and obligations under these Terms without the prior written consent of the other party, except in the case of merger or acquisition of a substantial amount or all of its assets. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this section shall be void.

12.4 Amendment. Frequency Project can in writing modify, add, remove, or otherwise change any portion of the Terms or of any other Site Policies, at any time in its reasonable discretion. Except as otherwise expressly provided in these Terms or in the Site Policies, the changes will become effective and will be deemed to have been accepted by you upon

the public posting of such changes to the online version of these Terms or Site Policies. You agree that each visit to or use of the Sites by you shall be subject to the current guidelines.

12.5 Modification of the Sites or Services. **We reserve these rights, which we may exercise at any time and in our sole discretion, and without liability or notice to you** (except where prohibited by applicable law): (a) we may change parts or all of the Sites, the Services, or their functionality; (b) we may suspend or discontinue parts or all of the Sites or Services; (c) we may terminate, suspend, restrict or disable your access to or use of parts or all of the Services; (d) we may terminate, suspend, restrict or disable access to your accounts; and (e) we may change our eligibility criteria to use the Sites or the Services (and if such eligibility criteria changes are prohibited by law where you reside, we may revoke your right to use the Services in that jurisdiction).

12.6 Changes to the Terms of Use. We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post such changes and apply to all access to and use of the Sites. Your continued use of the Sites following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

12.7 Force majeure. Frequency Project shall not be in breach of these Terms or liable to you if there is any total or partial failure of performance of the Sites or the Services resulting from any act, circumstance, event or matter beyond the reasonable control of Frequency Project. This may include where such results from any act of God, fire, act of government or state or regulation, war, civil commotion, terrorism, pandemic, insurrection, inability to communicate with third parties for whatever reason, failure of any computer dealing or necessary system, failure or delay in transmission of communications, failure of any internet service provider, strike, industrial action or lock-out or any other reason beyond the reasonable control of Frequency Project.

12.8 Support. Frequency Project may offer support services by separate written agreement. No support services are offered under these Terms.

12.9 Waiver. The waiver of any breach or default under these Terms does not constitute the waiver of any subsequent breach or default.

12.10 Survival. The provisions contained in the Terms that by their sense and context are intended to survive the expiration or termination of the Terms, will survive such expiration and termination, including but not limited to provisions relating to Intellectual Property Rights in or relating to the Sites.

12.11 Export Restrictions. You acknowledge that the Sites are of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Sites, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

12.12 Severability. Should any provision(s) of the Terms be invalid, unlawful, or unenforceable, this shall not affect the validity of any other provision(s) of the Terms to the Terms as a whole.

12.13 Entire Agreement. These Terms, together with any other agreements or policies that may be posted or displayed on the Sites, supersede all earlier agreements between the parties and contain the final and entire agreement between the parties with respect to the subject matter hereof.

Notices. Any notice hereunder shall be in writing and addressed to A Frequency Project LLC, 175 Greenwich St., 38th Floor, New York, NY 10007, or to you at the email associated with your account. Written notice shall include notice to you by email.