

## **X12 WEBSITE TERMS OF USE**

These Terms of Use (“Terms”) are a legal contract between you (“you”) and X12 Incorporated (“X12”, “us”, “our” or “we”) and govern your use of all the text, data, information, software, graphics, videos, audio, photographs and other materials (collectively referred to as “Materials”) that we and our affiliates may make available to you through any area of the x12.org site (“Site”), and any services we may provide through the Site (the “Services” and, collectively with the Site and Materials the “Platform”).

READ THESE TERMS CAREFULLY BEFORE BROWSING THE SITE OR OTHERWISE USING THE PLATFORM. USING THE SITE AND/OR AND MATERIALS OR SERVICES INDICATES THAT YOU HAVE BOTH READ AND ACCEPTED THESE TERMS. YOU CANNOT USE THE PLATFORM OR ANY PART THEREOF IF YOU DO NOT ACCEPT THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH X12. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

### **CHANGES.**

We may alter the Materials and Services we offer you and/or may choose to modify, suspend or discontinue any part or all of the Platform at any time and without notifying you. We may also change, update, add or remove provisions of these Terms from time to time. We will inform you of any modifications to these Terms by posting the modified terms of use on the Site and, if you have registered for an account with us (as described below), by describing the modifications to these Terms in an email that we will send to the address associated with your account in our records.

If you object to any such modifications, your sole recourse shall be to cease using the Platform. Continued use of the Platform following notice of any such modifications indicates you acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded or supplemented by expressly designated legal notices or terms located on particular pages of the Site or on the sites of our partners. Such expressly designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

### **GENERAL USE.**

By using the Platform, you agree that you are at least 18 years of age, or if you are under 18 years of age (a “Minor”), that you are using the Platform with the consent of your parent or legal guardian and you have received your parent’s or legal guardian’s permission to use the Platform and agree to these Terms. If you are a parent or legal guardian of a Minor, you agree to bind the Minor to these Terms and to fully indemnify and hold us harmless if the Minor breaches any of these Terms.

Subject to your compliance with the terms and conditions of these Terms and any applicable Ancillary Agreement (as defined below), X12 hereby grants you a limited, non-exclusive, non-transferable right to access and use the Platform solely for your personal, non-commercial use and for any additional purposes set forth in your applicable Ancillary Agreement. Unless otherwise set forth in your applicable Ancillary Agreement, you may not distribute, publicly display, publicly perform or otherwise use the Materials outside the Platform and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit the Materials in any manner. You shall not, directly or indirectly, and shall not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Platform; (b) modify, translate, or create derivative works based on any element of the Platform; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer your rights to use the Platform; (d) use the Platform for timesharing purposes or otherwise for the benefit of any person or entity; (e) remove any proprietary notices from Materials; (f) use the Platform for any purpose other than its intended purpose; (g) interfere with or disrupt the integrity or performance of the Platform; or (h) attempt to gain unauthorized access to the Platform, its related systems or networks, or to any Materials.

If you breach any of these Terms, the above license will terminate automatically and you must immediately cease all use of the Platform and, unless prohibited by applicable law, destroy any downloaded or printed Materials (and any copies thereof).

## **USING THE PLATFORM.**

You need not register with us to simply visit and view the Site. However, in order to access certain password-restricted areas of the Platform and to use certain Services you must successfully register an account with us. For so long as you use the account, you agree to provide true, accurate, current, and complete information, and to keep such information updated, which can be accomplished by logging into your account and making relevant changes directly.

It is your responsibility to obtain and maintain all equipment and services needed for you to access and use the Platform as well as paying related charges. It is also your responsibility to maintain the confidentiality of your password(s). Unless expressly permitted in writing by X12, you may not sell, rent, lease, share, or provide access to your account to anyone else. Should you believe your password or security for the Platform has been breached in any way, you must immediately notify us.

You are responsible for complying with these Terms and the terms of any applicable separate licensing agreement you have with us (each, an "Ancillary Agreement") when you access and use the Platform. In the event of a conflict between these Terms and the terms of any applicable Ancillary Agreement, the terms of the Ancillary Agreement shall control with respect to such conflicting term.

## **PURCHASES, PAYMENTS AND PRICING.**

Certain areas of the Platform may permit you to make purchases from X12 and/or Washington Publishing Company, including but not limited to purchases of X12 memberships and subscriptions to access and use our standards and other Materials and services. You agree to pay the price applicable for each product or service you order and you agree to pay all applicable fees, including but not limited to license fees, and taxes related to your purchases and your use of the Platform. We may limit, suspend or terminate your account and/or access to certain Services if your payment is late and/or your credit card cannot be processed. By providing your credit card or other payment information, you expressly authorize us and/or our third party payment processor to charge the applicable fees and charges to that payment method. Except as set forth herein, all payments are non-refundable.

All products and services listed on the Platform, their descriptions, and their prices are each subject to change. We reserve the right, at any time, to modify, suspend, or discontinue the sale of any product or service with or without notice. Although we make every effort to maintain the accuracy of information maintained on the Site, including pricing information and product details, occasionally pricing or other information errors may occur on the Site. In the event that any product is listed at an incorrect price or with other incorrect information, we reserve the right, prior to the acceptance of your order, to decline or cancel any such orders, whether or not the order has been confirmed and/or your credit card charged.

We reserve the right to refuse or cancel any orders for any reason (including for pricing errors as noted above), whether or not we have confirmed your order. If your payment method has already been charged for the purchase and we cancel your order, we will issue a credit to your payment method in the amount charged. You agree that, if we cancel all or a part of your order, your sole and exclusive remedy is either that (a) we will issue a credit to your payment method in the amount charged for the cancelled portion (if your payment method has already been charged for the order) or (b) we will not charge your payment method for the cancelled portion of the order.

## **ELECTRONIC COMMUNICATIONS.**

By using the Platform (or any part thereof), you consent to receiving electronic communications from us (including, if you have opted in, via text message) and from other users of the Platform. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Platform. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal

communication requirements, including that such communications be in writing. Standard carrier data charges may apply to your use of text messaging and you are solely responsible for such charges.

## **PRIVACY POLICY.**

We respect the information that you provide to us and want to be sure you fully understand how we use that information. So, please review our Privacy Policy ("Privacy Policy") <https://x12.org/privacy-policy>, which explains how we use such information.

## **LINKS TO THIRD-PARTY SITES.**

We think links are convenient, and we sometimes provide links on the Platform to third-party websites. If you use these links, you will leave our Platform. We are not obligated to review any third-party websites that you link to from the Platform, we do not control any of the third-party websites, and we are not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, unless specifically stated on the Platform, we do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from the Platform, you do so entirely at your own risk and you must follow the privacy policies and terms and conditions for those third-party websites.

YOU AGREE THAT X12 WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Platform to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply X12's endorsement or recommendation.

## **USER PROVIDED CONTENT.**

Certain areas of the Platform may permit you to upload or submit information, images, video, data, text, messages, or other materials (each, a "User Submission"). You agree that you are solely responsible for all of your User Submissions and that any such User Submission is considered both non-confidential and non-proprietary. Further, we do not guarantee that you will be able to edit or delete any User Submission you have submitted.

By submitting any User Submission, you represent, warrant and covenant that:

- You own all rights in your User Submission (including, without limitation, all rights to the reproduction and display of your User Submission) or, alternatively, you have acquired all necessary rights in your User Submission to enable you to grant to us the rights in your User Submission as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submission;
- Your User Submission does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that you may have in your User Submission;
- Any information contained in your User Submissions is not known by you to be false, inaccurate, or misleading;

- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;
- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Submission does not contain any information that you consider confidential, proprietary, or personal; and
- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By providing User Submissions, you grant to us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) your User Submissions in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your User Submissions or any modification thereto, in whole or in part, into any technology, product, or service);
- Display advertisements in connection with your User Submissions and to use your User Submissions for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of the Platform through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through the Platform and may remove at any time or refuse, disallow or block any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, you agree that we may freely disclose your User Submissions to any third party absent any obligation of confidence on the part of the recipient.

## **UNAUTHORIZED ACTIVITIES.**

To be clear, unless otherwise agreed to in an Ancillary Agreement, we authorize your use of the Platform only for individual, consumer purposes (“Permitted Purposes”). Any other use of the Platform beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of the Platform. This is because as between you and X12, all rights in the Platform remain our property.

Unauthorized use of the Platform may result in violation of various United States and international laws. Unless you have written permission from us stating otherwise, you are not authorized to use the Platform or any portion thereof in any of the following ways (these are examples only and the list below is not a complete list of everything that you are not permitted to do):

- for any public or commercial purpose which includes use of the Materials on another site or through a networked computer environment;
- in a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of the Platform;
- in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- to stalk, harass, or harm another individual;
- to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;
- in a manner that infringes any copyright, trademark or other intellectual property or privacy rights of any other person;
- to deep-link to any portion of the Platform for any purpose;
- in connection with any artificial intelligence or machine learning tool or model, including as (i) inputs or prompts to, or to otherwise ground or influence, a machine learning or artificial intelligence tool or model or outputs therefrom or (ii) to train, fine-tune, or otherwise modify the weights, algorithms, or other parameters of any machine learning or artificial intelligence model tool or model;
- to interfere with or disrupt the Platform or servers or networks connected to the Platform;
- to harvest or collect email addresses or other contact information of other users of the Platform;
- to use any data mining, robots, or similar data gathering or extraction methods in connection with the Platform;
- violate the restrictions in any robot exclusion headers on the Platform or bypass or circumvent other measures used to prevent or limit access to the Platform; or
- to attempt to circumvent any content filtering techniques we employ or to gain unauthorized access to any portion of the Platform or any other accounts, computer systems, or networks connected to the Platform, whether through hacking, password mining, or any other means.

You agree to indemnify and hold X12 and its officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, awards, fines, damages, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform, your violation of these Terms or your violation of any rights of another. You alone are responsible for any violation of these Terms by you or by anyone using your account. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim.

## **PROPRIETARY RIGHTS.**

The trademarks, service marks, and logos of X12 (“Our Trademarks”) used and displayed on various parts of the Platform are registered and unregistered trademarks or service marks of X12. Other company, product, and service names located on our platforms may be trademarks or service marks owned by others (the “Third-Party Trademarks”, and, collectively with Our Trademarks, the “Trademarks”). Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment

of such a link is approved in advance by us in writing. All goodwill generated from the use of Our Trademarks inures to our benefit.

Unless otherwise specified in these Terms, we or our suppliers and licensors own all intellectual property and other right, title, and interest in and to the Platform and all Materials therein, including the arrangement of such Materials on the Platform. Except as expressly authorized under these Terms, the applicable Ancillary Agreement, or otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, display, or publication of any Materials (in whole or in part) is strictly prohibited without our express written consent or the express written consent of the applicable copyright owner. All rights not expressly granted herein are reserved.

## **INTELLECTUAL PROPERTY INFRINGEMENT.**

We respect the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing User Submissions that violates intellectual property rights of others, suspending access to the Platform (or any portion thereof) to any user who uses the Platform in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the Platform in violation of someone's intellectual property rights.

### Submitting a Digital Millennium Copyright Act ("DMCA") Take-Down Notification

Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright or other intellectual property right is being infringed by a user of the Platform, please provide written notice to our agent for notice of claims of infringement:

X12 Designated Agent  
Washington Publishing Company  
2107 Elliott Ave Ste 305  
Seattle, WA 98121  
admin@wpc-edi.com

To be sure the matter is handled in a timely manner, your written DMCA take-down notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
- Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

### Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, you may provide our agent with a written counter-notification that includes the following information:

1. Your physical or electronic signature;
2. Identification 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;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

#### Termination of Repeat Infringers

We reserve the right, in our sole discretion, to terminate the account or access of any user of the Platform who is the subject of repeated DMCA or other infringement notifications.

#### **DISCLAIMER OF WARRANTIES.**

THE SITE, MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS", AND THE ENTIRE RISK AS TO THEIR USE IS WITH YOU. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SITE, MATERIALS AND SERVICES, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE SITE, MATERIALS AND SERVICES WILL MEET YOUR REQUIREMENTS, THAT YOUR USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, MATERIALS AND SERVICES, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR SERVICES OBTAINED THROUGH THE USE OF THE PLATFORM, AND ARE NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS, OR FAILURE TO ACT OF ANY THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE PLATFORM OR FROM US OR OUR SUBSIDIARIES/OTHER AFFILIATED COMPANIES SHALL CREATE ANY WARRANTY. WE DISCLAIM ALL EQUITABLE INDEMNITIES.

#### **LIMITATION OF LIABILITY.**

YOU ARE USING THE SITE, MATERIALS AND SERVICES AT YOUR SOLE RISK. WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE PLATFORM OR YOUR USE OF OUR SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOSS OF DATA, REVENUE, PROFITS, COST OF SUBSTITUTE GOODS AND SERVICES, USE, OR OTHER ECONOMIC ADVANTAGE, HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE. WE SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED COPYING, USE, OR DISTRIBUTION OF USER CONTENT BY THIRD PARTIES.

## **LOCAL LAWS; EXPORT CONTROL.**

We control and operate the Platform and provide the Services from our headquarters in the United States of America and the entirety of the Platform may not be appropriate or available for use in other locations. If you use the Platform (or any portion thereof) outside the United States of America, you are solely responsible for following applicable local laws.

## **FEEDBACK.**

Any comments, questions, suggestions or other feedback (collectively, “Feedback”) you provide to us through any communication whatsoever (e.g., call, letter, fax, email), including but not limited to information or content submitted via our feedback form, maintenance requests and/or requests for interpretation, will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable or copyrightable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products, content, and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant us an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. You understand and agree, however, that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

## **TERMINATION.**

To the fullest extent permitted by applicable law, X12 reserves the right, without notice and in our sole discretion, to terminate your license to use the Platform (including your ability to post User Submissions or access Standards) and to block or prevent your future access to and use of the Platform, including but not limited to where we reasonably consider that: (a) your use of the Platform violates these Terms or applicable law; (b) you fraudulently use or misuse the Platform; or (c) we are unable to continue providing the Platform to you due to technical or legitimate business reasons. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with: (i) the Platform (ii) any term of these Terms; (iii) any policy or practice of X12, or (iv) any content or information transmitted through the Platform, is to terminate your account and to discontinue use of any and all parts of the Platform.

## **DISPUTE RESOLUTION AND ARBITRATION; MASS ARBITRATION; CLASS ACTION WAIVER.**

This section is deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act, and you and X12 each agree that this section is intended to satisfy the “writing” requirement of the Federal Arbitration Act.

THE FOLLOWING TERMS TO WHICH YOU ARE CONSENTING CONSIST OF A PRE-DISPUTE RESOLUTION PROCESS, BINDING ARBITRATION PROVISION, MASS ARBITRATION PROVISION, AND A CLASS-ACTION AND JURY TRIAL WAIVER.

To the fullest extent permitted by law, by using the Platform, you and X12 agree that if a dispute arises between you and X12 relating in any way to the Platform or your use thereof, including common law or statutory claims, the dispute will be resolved in accordance with the provisions set forth in this section. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND X12 HAVE AGAINST EACH OTHER ARE RESOLVED. You and X12 agree that any and all disputes or claims that have arisen or may arise between you and X12 in connection with the Platform, including any products or services offered or sold on the Platform and your use of the Platform, shall be resolved exclusively through confidential, final, and binding arbitration; provided that either party may file suit in court seeking to enjoin infringement, misappropriation, or misuse of its intellectual property rights. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.



### Opt-out

You may elect to opt-out (exclude yourself) from the pre-arbitration dispute resolution, final, binding arbitration procedure, mass arbitration procedure, and waiver of class and representative proceedings specified in these Terms by sending a written letter to X12 at 1405 S Fern St #92957, Arlington, Virginia 22202 (the "Notice Address"), within thirty (30) calendar days of your initial agreement to these Terms. The letter must be signed personally by you or your legal guardian and specify: (1) your first and last name; (2) your mailing address; (3) your email address; and (4) your request to be excluded from the final, binding arbitration procedure and waiver of class and representative proceedings specified in this Section. In the event that you opt-out consistent with the procedures set forth above, all other terms of these Terms shall continue to apply.

### Pre-Arbitration Dispute Resolution

You and X12 agree that whenever you or X12 have a disagreement ("Dispute") with the other arising out of, connected to, or in any way related to the Platform that is subject to the arbitration provision herein, you and X12 will first send a written notice to the other party (a "Demand"). You and X12 agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Terms. You must send the Demand to the Notice Address. X12 must send the Demand to you via certified mail to the most recent address X12 has on file for you (or by email if X12 only has an email address for you on file). A Demand (1) shall seek to resolve a Dispute only on an individual basis; (2) shall state the full basis for the Dispute (including the details about the Dispute sufficient for the recipient to review and respond) and the date that the Dispute arose; (3) shall provide the individual claimant's full name, phone number, and email address to confirm their identity and to aid communication; and (4) shall be personally signed by the individual claimant or for X12 by its authorized representative (and not only their counsel). Within twenty (20) business days of receipt of a Demand, the recipient may request an individualized video or telephone conference to attempt in good faith to resolve the Dispute which both you and X12 will personally attend (with counsel, if represented). You and X12 agree that you and X12 will not take any legal action, including filing a lawsuit or demanding arbitration, until after the period to request a conference expires or, if a conference is requested, twenty (20) business days after the individualized conference is completed. Compliance with this informal dispute resolution procedure section is mandatory and a condition precedent to initiating any lawsuit or arbitration. This procedure is essential to providing each of us a meaningful opportunity to resolve Disputes informally. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth above. A court of competent jurisdiction may enjoin the filing or prosecution of a lawsuit or arbitration if these requirements have not been met.

### Arbitration Procedure

If the Dispute stated in the Demand is not resolved to your or X12's satisfaction within ten (10) business days after the conference described above (or within ten (10) business days after the time when such a conference may be requested if no conference has been requested), and you intend on taking legal action, you agree that you will file a demand for arbitration with JAMS. The arbitration will be conducted under JAMS's Comprehensive Rules & Procedures, including the JAMS's Consumer Rules (as applicable), as modified by this Agreement to Arbitrate. The JAMS's rules and a form for initiating arbitration proceedings are available on the JAMS's website at: <https://www.jamsadr.com/rules-comprehensive-arbitration/>. The arbitrator, and not any federal, state, provincial, territorial or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable, except that a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration if the Pre-Arbitration Dispute Resolution requirements set forth above have not been met.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either you or X12 may elect to have the arbitration conducted by telephone and/or video conference or based solely on written submissions, which election shall be binding on the other party subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone and/or video conference, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with the laws of the State of Virginia, including recognized principles of equity, and will honor all claims of privilege recognized by law.

The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by JAMS's rules.

#### Class Action Waiver

You and X12 agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and X12 agree otherwise or the Mass Arbitration provisions set forth below are triggered, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect any other person or party. You and X12 further agree that in the event this arbitration agreement is held to be unenforceable for any reason, the prohibitions on class and representative actions and non-individualized relief set forth in this paragraph are severable and shall apply to any claim between you and X12 in any forum. **YOU ARE GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS.**

#### Mass Arbitration

If, at any time, 25 or more claimants (including you) submit Demands or seek to file demands for arbitration raising similar claims against X12, and such circumstances meet the definition and criteria of Mass Filings ("Mass Filing") set forth in National Arbitration & Mediation's ("NAM") Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules") available at <https://www.namadr.com/resources/rules-fees-forms/>), you and X12 agree that JAMS shall not serve as arbitrator and that instead NAM shall administer any Mass Filing claims and the NAM Mass Filing Rules in effect at the time such claim is filed shall apply as modified below. The parties agree to the appointment of a Procedural Arbitrator pursuant to NAM's Mass Filing Rules, and additionally agree that the Procedural Arbitrator will have the authority to determine jurisdiction and arbitrability including, but not limited to, any issue regarding the validity, existence, formation or scope of the agreement under which Arbitration is being sought, and the proper parties to the Arbitration. You agree that throughout this process, the parties' counsels shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. You acknowledge and agree that your election to participate in a Mass Filing may result in a delay in the adjudication of your dispute with X12. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth below.

Stage One: Counsel for the claimants and counsel for X12 shall each select 15 claims per side (30 claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and X12 will pay the mediator's fee.

Stage Two: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for X12 shall each select 20 claims per side (40 claims total) to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agreed to in writing. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and X12 will pay the mediator's fee.

If your claim is not resolved as part of the staged process identified above, either:

Option One: You and we may separately or by agreement, opt out of arbitration and elect to have your claim heard in court consistent with these Terms. You may opt out of arbitration by sending us your individual, personally signed notice of your intention to opt out by certified mail addressed to the Notice Address. Such an opt-out notice must include a statement, personally signed by you, that you wish to opt out of arbitration within 30 days after the conclusion of Stage Two or the elective mediation associated with Stage Two. We may opt your claim out of arbitration by sending an individual, personally signed notice of our intention to opt out to your counsel within 14 days after the expiration of your 30-day opt out period. Counsels for the parties may agree to adjust these deadlines.

OR

Option Two: If neither you nor we elect to have your claim heard in court consistent with Option One, then you agree that your claim will be resolved as part of continuing, staged individual arbitration proceedings as set forth below. Assuming the number of remaining claims exceeds 100, then 100 claims shall be randomly selected (or selected through a process agreed to by counsels for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is fewer than 100, then all of those claims will be filed and proceed in individual arbitrations. Any remaining claims will not be filed or be deemed filed in arbitration, nor will any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of 100 claims are adjudicated, settled, withdrawn, or otherwise resolved, this process shall repeat consistent with these parameters. Counsels for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and with NAM (including through a Procedural Arbitrator, as such term is used in the NAM Rules) to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

You and X12 agree that each party values the integrity and efficiency of arbitration and wishes to employ the process for the fair resolution of genuine and sincere disputes between the parties. You and X12 acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of such cases. If any part of this Mass Arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the NAM rules, then the balance of this Mass Arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision was not contained herein unless the lack of such provision would lead this Mass Arbitration provision to fail of its essential purpose.

A court of competent jurisdiction shall have the authority to enforce these Mass Filing provisions and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to your claim, and a court of competent jurisdiction determines that they are not enforceable as to your claim, then your claim will proceed before JAMS pursuant to the JAMS Mass Arbitration Procedures and Guidelines (available at <https://www.jamsadr.com/mass-arbitration-procedures>). If a court of competent jurisdiction also determines that the JAMS Mass Arbitration Procedures and Guidelines are not enforceable as to your Claim, then the remaining Claims shall be subject to Option One or Option Two above as selected by you or us.

In the event of an exercise of an opt out of, or any exception to, the binding arbitration as provided above, all such Disputes or litigation shall be exclusively brought in the applicable state or federal courts in Virginia. You agree and consent to waive all defenses of lack of personal jurisdiction and forum non conveniens (i.e., inconvenient forum) with respect to venue and jurisdiction in the state and federal courts in Virginia. You consent to exclusive jurisdiction and venue in these courts.

## **GENERAL.**

We prefer to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by us, may result in immediate termination of your access to the Platform without prior notice to you. The Federal Arbitration Act, Virginia state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform

Computer Information Transactions Act (UCITA) shall not apply to these Terms. Except for Disputes subject to arbitration as described above, any disputes relating to these Terms or the Platform shall be exclusively brought in the applicable state or federal courts in Virginia. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Our failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and X12 and supersede all prior or contemporaneous negotiations, discussions or agreements between you and X12 about the Platform. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

### **CALIFORNIA CONSUMER NOTICE.**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: The Platform is provided by X12 Incorporated, 1405 S Fern St #92957, Arlington, Virginia 22202. If you have a question or complaint regarding the Platform, please contact Customer Service at [info@x12.org](mailto:info@x12.org). You may also contact us by writing 1405 S Fern St #92957, Arlington, Virginia 22202. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

### **CONTACT US.**

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at [info@x12.org](mailto:info@x12.org).