

Chisel Analytics Terms of Use

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Welcome to Chisel Analytics!

With a dedicated focus on analytics, Chisel connect skilled professionals with organizations, enabling the nexus for transformation of data into valuable insights for organizations, and provides the platform for collaboration among professionals as they tackle unique data-driven challenges (the "Service"). This Service is provided by Chisel Data Analytics ("Chisel") with an address of 5959 Royal Lane, Suite 671348, Dallas, Texas 75367.

Throughout this Agreement, "you" and "your" refers to Organizations, Consultants, or both, as the context so dictates and Chisel may be referred to as "we" or "our". By using our Service, you are agreeing to these terms. Please read them carefully. If you have any questions about the Terms, please contact us at admin@chiselanalytics.com.

The Service is intended for use solely in the United States of America.

Let's Get Started

These Terms of Use (the "Terms") govern your access to and use of our website located at www.chiselanalytics.com, and the associated Service, which includes all application software and any information, communications, or other materials you access, or are provided with, through the Service (collectively referred to as the "Content"). Your access to and use of the Service are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms.

THESE TERMS ARE A LEGAL AGREEMENT AND GOVERNS YOUR USE OF OUR SERVICE AND YOU REPRESENT THAT YOU ARE NOT A PERSON BARRED FROM RECEIVING SERVICES UNDER THE LAWS OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. TO AGREE TO THESE TERMS, CLICK "AGREE." YOU MAY USE THE SERVICE ONLY IN COMPLIANCE WITH THESE TERMS AND ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS, RULES AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICE. BY REGISTERING WITH CHISEL AND USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS AND USING THE SERVICE ON BEHALF OF A COMPANY, ORGANIZATION, GOVERNMENT, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO DO SO.

Chisel provides Service that are always evolving and the form and nature of the Service that Chisel provides may change from time to time without prior notice to you. In addition, Chisel may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

1. DESCRIPTION OF THE SERVICES

The Service provides a way for businesses and other entities to obtain data analytics consulting or project-based assistance (an “Organization”) from professionals that have been identified, vetted and matched (a “Consultant(s)”) to your Organization’s needs, by Chisel, for short or long term engagements, or as a permanent hire for your Organization. Additionally, the Service allows for Consultants and Organizations to use the platform to facilitate and manage a cloud-based collaborative environment for Projects.

Organizations can also use the Service’s platform, without retaining a Consultant, for such collaborative environment needs. Additionally, Consultants can search for other Consultants to collaborate on Projects.

Consultants and Organizations must be accepted by Chisel to use the Service. Once accepted to use the Service, Chisel will work with Consultants and Organizations to match a Consultant to an Organization for a specific project need of the Organization (the “Project”).

Chisel requires Consultants to have sufficient and meaningful tactical experience in acquiring and managing data and using statistical modeling to assimilate, distinguish, and professionally present the data to be part of the Chisel network and to use the Service.

Depending on the nature of the Project, Chisel provides an Organization with recommended Consultants for the Project from the pool of Consultants who apply to an Organization’s Project. The Organization makes the decision about retaining the Consultant and under what terms the Consultant will be retained, for example, a permanent hire as an employee or short-term or periodic engagements as an independent consultant. The terms of the engagement are up to the Organization and Consultant. Chisel is not a party to the dealings between an Organization and a Consultant. Once an Organization hires a Consultant through the Service, the parties may use the Service to manage the Project’s workflow, communicate and collaborate. Organizations must pay a hired Consultant through the Service (see paragraph 5 below).

Regardless of any recommendation of a Consultant by Chisel, Chisel does not make any representations, warranties or guarantees with respect to any such Consultant or any of their services. While Chisel may rely on data or information provided or generated by such Consultant while making a recommendation to an Organization of a Consultant or group of Consultants, the Organization acknowledges that Chisel specifically does not warrant the accuracy, reliability, or completeness of any such data and information provided by the Consultant and agrees that Chisel shall not be liable for any acts or omissions based on such reliance. Accordingly, the Organization expressly hereby releases and holds harmless Chisel from and against all claims, losses, liability, damages, expenses, costs (including, but not limited to, reasonable attorneys’ fees) and/or actions arising therefrom.

2. LICENSE TO USE THE SERVICES

Chisel gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that we provide to you as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by Chisel in the manner permitted by these Terms.

3. PRIVACY

Any information that you provide to Chisel is subject to our [Privacy Policy](#), which governs our collection and use of your information. You understand that through your use of the Service you consent to the collection and use (as set forth in the [Privacy Policy](#)) of this information, including the potential transfer of this information to the United States and/or other countries for storage, processing and use by Chisel. As part of providing you the Service, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service and your Chisel account, which you may not be able to opt-out from receiving.

As outlined in our Privacy Policy, we may use your company logo on our website and in our marketing materials to promote the Service. Use of your company logo will be general in nature and will not mention specifics about your use of the Service. However, from time to time, we may ask for your approval to allow us to promote and market the Service based on your actual use. And if your approval is granted, then we appreciate your support in allowing us to use your success story.

4. ACCOUNTS

- a. Registration Data. In consideration of your use of the Service, you agree to: (i) provide true and accurate information about yourself as prompted by the Service's registration form ("Registration Data") and (ii) maintain and promptly update the Registration Data to keep it current and complete. If you provide any information that is untrue or inaccurate or Chisel has a reasonable ground to suspect that such information is untrue or inaccurate, Chisel has the right to suspend or terminate your account and refuse all current or future use of the Service.
- b. Passwords. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. Chisel cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

5. PAYMENT PROCESSING

Payment processing services for you, and for users of the Service generally, are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Service Agreement"). By agreeing to these terms or continuing to operate as a user of the Service, you agree to be bound by the Stripe Service Agreement, as the same may be modified by Stripe from time to time. As a condition of Chisel enabling payment processing services through Stripe, you agree to provide Chisel accurate and complete information about you and your business, and you authorize Chisel to share it and transaction information related to your use of the payment processing services provided by Stripe.

6. USER CONTENT

- a. Content Responsibility. All content, whether publicly posted or privately transmitted, is the sole responsibility of the originator of such content (collectively, the "Content"). Chisel may not monitor or control the Content posted via the Service and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Service or obtained by you through the Service is at your own risk. Project collaborative areas are not accessible to any Consultant and Organization other than those you select for access. There are no public postings other than job listings or potential Projects.
- b. No Liability. Chisel does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Chisel be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted or otherwise made available via the Service or broadcast elsewhere.

7. CONSULTANT FEES

- a. Membership Levels. Chisel offers three membership levels for Consultants. The first is a free, but limited, membership that allows you to search Projects only. You will not be included in any recommendation to an Organization for any specific Project. The second type of membership is an individual Consultant premium membership. As consideration for a such membership, that includes you in a pool of potential Consultants to be recommended to an Organization for any given Project, a monthly subscription fee \$25 will be charged to your method of payment on record. The third type of membership is for teams of Consultants who wish to collaborate and be introduced collectively to Organizations for potential Projects. The cost of this type of membership is a monthly subscription fee of \$115, for a team of up to 8 Consultants.
- b. Project Payment. Consultants are paid at the rate agreed upon between the Consultant and the Organization and Chisel is not a party to any such agreement. When retained by an Organization through the Service, Consultants commit to accepting all payments received for work performed for the hiring Organization exclusively through the Service.

7. ORGANIZATION FEES

- a. Project Fee. Organizations must pay a membership fee for use of the Services as follows:
- i. 20% of the fee due and paid to the Consultant that is working on a Project; or
 - ii. 15% of the fees due and paid to a Consultant for Projects that continue for longer than 160 hours or for which the Organization has expended \$5,000.00 or more.

All payments will be processed by Stripe (Credit and ACH) or Plaid (ACH).

- b. Buyout Fee. Organizations and Consultants may agree to work together on a full-time basis independent of the Service, subject to a Buy-Out Fee. The Organization shall pay the greater of (a) 15% of the Consultant's first-year annual salary or payment for a 12-month period beginning on the date of hire or retention; or (b) \$15,000.00 (each, a "Buy-Out Fee"), whichever fee is higher. The Organization shall notify Chisel in writing of its intent to pay the Buy-Out Fee and provide Chisel with a copy of the terms of the agreement with the Consultant within seven (7) days of entering into said agreement.
- c. Full-Time Placement and Fee. The Organization may utilize the Service to identify candidates for full-time employment positions. If the Organization hires any Consultant for a full-time employment position, the Organization shall pay a fee to Chisel 15% of the Consultant's first-year annual salary as stated in the employment terms between the Consultant and the Organization for a 12-month period beginning on the date of hire, provided (a) the Consultant was presented to the Organization via the Service and b) that the Organization successfully hires for such position within 24 months of first being presented with the Consultant via the Service. If the Consultant is terminated or resigns within the first 90 days (excluding company lay-off or downsizing), Chisel will find a replacement within 45 days or refund fees paid in full.

If the Organization views the same Consultant from more than 1 recruiter or source for the same or different position, and should the Consultant be hired by the Organization, the Organization will pay any applicable fees described herein to Chisel provided the Organization was first introduced to the Consultant via the Service.

8. PAYMENTS

- a. Project Payment Process. Payments will be processed as specified in the Consultant's payment request that has been agreed upon between the Consultant and the Organization and such may include a payment on a periodic basis or be dependent on milestones. By using the Service, the Organization agrees to pay the Consultant the amount agreed or reflected in an undisputed payment request. When a Consultant submits a payment request through the Service, Chisel will inform the associated Organization that a payment is due. The Organization approves the payment request before any payment is processed or requests changes directly with the Consultant. An Organization must have a reasonable reason for not approving any payment request in a timely manner, but such approval shall occur no later than 10 days after notification that a payment request has been received. When approved, the payment is processed at which time Chisel's third party provider, Stripe will pay the Consultant and charge and pay Chisel any fees due from the Organization pursuant to Section 7.
- b. Organization's Authorization. By agreeing to these terms, Organizations are giving Chisel permission to use Chisel's third party providers Stripe and Plaid, to charge the credit card, bank account, or other approved method of payment associated with the Organization's account as retained by Stripe or Plaid, for payments and fees associated with the Organization's use of the Service, including the full amount owed to any Consultant, as well as any Service Fee.
- c. Consultant's Authorization. By agreeing to these terms, Consultants are giving Chisel permission to use Chisel's third party provider Stripe or Plaid, to charge the credit card, bank account, or other approved method of payment associated with the Consultant's account as retained by Stripe or Plaid, for membership fees associated with the Professional's type of membership for use of the Service.

Such fees are due one month in advance of using the Service and are not refundable under any circumstances.

- d. Responsibility For Payment. You are responsible for all payments and fees, including taxes, associated with your use of the Service.
- e. Chisel's Buy-Out Fee. An Organization electing to pay a Buy-Out Fee for a Consultant agrees to remit such payment to Chisel within 14 days of the notification described in Section 7(c).
- f. Failure to Pay. If you fail to pay any amounts due under these Terms, whether by cancelling the credit card associated with your account, initiating an improper chargeback, or any other means, your Chisel account will be suspended, no additional payments will be processed, and any work-in-progress will be stopped. Without limiting other available remedies, you must reimburse Chisel for amounts due upon demand, plus any applicable processing fees, charges or penalties, plus interest at the lesser of 1.5% per month or the maximum allowed by law, plus attorneys' fees and other costs of collection as allowed by law. In our discretion, Chisel may setoff amounts due against other amounts received from or held for you, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.
- g. Violation of Payment Terms. Any action that encourages or solicits complete or partial payment outside of the Service is a violation of these Terms. Should an Organization or Consultant be found in violation of this Section 8, he, she, or it will owe Chisel an amount with respect to each payment violation equal to the greater of (i) \$5,000.00; or (ii) the applicable fees had the payments been processed through the Service, plus 20%, whichever amount is greater.

9. RIGHTS AND RESTRICTIONS

- a. Our Rights. We reserve the right always (but will not have an obligation) to remove or refuse to distribute any Content on the Service, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:
 - i. satisfy any applicable law, regulation, legal process or governmental request; or
 - ii. enforce these Terms, including investigation of any potential violations; or
 - iii. detect, prevent, or otherwise address fraud, security or technical issues; or
 - iv. respond to user support requests; or
 - v. protect the rights, property or safety of Chisel, its users, and the public.
- b. Restrictions. You may not do any of the following while accessing or using the Service:
 - i. access, tamper with, or use non-public areas of the Service, Chisel's computer systems, or the technical delivery systems of Chisel's providers;
 - ii. access the Service through any technology or means other than those provided or authorized by the Service (and access to the Service through virtual private network or proxy is expressly forbidden);
 - iii. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
 - iv. access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Chisel (and only pursuant to these Terms), unless you have been specifically allowed to do so in a separate agreement with Chisel (NOTE: crawling and scraping the Service are expressly not permissible);
 - v. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or

- vi. interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service; or
- vii. introduce viruses, worms, harmful, or malicious code and/or Trojan horses; or
- viii. Engage in any activity or transmit any material or information through the Service that (a) is unlawful or promotes unlawful activities; (b) defames, abuses, or harasses any individual or group; (c) is pornographic, discriminatory, or intimidating; (d) infringes on any proprietary rights of any party, including patents, trade secrets, copyrights, or any other rights; (e) impersonates any person or entity, including any Chisel employees or representatives; or (f) violates the privacy of any party.

10. INTELLECTUAL PROPERTY RIGHTS

- a. Our Rights. All right, title, and interest in and to the Service (excluding Content provided by Organizations and Consultants) are and will remain the exclusive property of Chisel and its licensors. The Service are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Chisel name or any of the Chisel trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Chisel, or the Service is entirely voluntary, and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.
- b. Your Rights. You retain your rights to any Content you submit, post or display on or through the Service. By submitting, posting or displaying Content on or through the Service, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in all media or distribution methods (now known or later developed).
- c. Copyrights. Chisel respects the intellectual property rights of others and expects our users of the Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email 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; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Chisel will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Service is:

Chisel Data Analytics, Inc.
ATTN: Copyright Agent
5959 Royal Lane, Suite 671348
Dallas, Texas 75367
copyright@chiselanalytics.com

11. CONFIDENTIALITY ON THE SERVICES

The Consultant acknowledges that, during performing work for an Organization's Project through the Service, Consultant may come into possession of business information or other confidential or proprietary

information of the Organization (“Confidential Information”). The Consultant agrees that Confidential Information is the sole property of the Organization and further agrees to treat all such Confidential Information as confidential and will not disclose such information to third parties during and/or after the term of the Project except with Organization's written approval, and only to the extent necessary to perform the Project through the Service. This prohibition also applies to the Consultant's employees, agents, and subcontractors. At the termination of the Project, Consultant shall promptly return to Organization, or certify destruction of, all copies of Confidential Information furnished by Organization and all material prepared for or about the Project in his or her possession. This obligation of confidentiality shall survive completion of the Project. Further, Consultant may be required to enter into non-disclosure, confidentiality agreements with Organizations and agrees to do so upon request by the Organization.

12. DISPUTE RESOLUTION

While Chisel is not a party to the dealings between Consultants and Organizations, we benefit as a third-party from the covenants and agreements they make. As such, we aid in resolving disputes related to such agreements. Dispute mediation through Chisel is informal and does not result in binding legal judgments. In the event either party refuses to comply with a Chisel dispute resolution recommendation, both parties are free to pursue all legal actions and remedies available.

13. TERMINATION

- a. You may end your legal agreement with Chisel at any time for any reason by sending an email request to admin@chiselanalytics.com to deactivate your account. You do not need to specifically inform Chisel when you stop using the Service. If you stop using the Service without deactivating your accounts, your accounts may be deactivated due to prolonged inactivity.
- b. We may suspend or terminate your accounts or cease providing you with all or part of the Service at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms; (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Service to you is no longer commercially viable. If we suspend or terminate your account, we will make reasonable efforts to notify you by email to the email address associated with your account or the next time you attempt to access your account.
- c. Upon any termination of your account, and your payment of all unpaid and outstanding fees and your written request received by Chisel, Chisel will delete its electronic file of your information. You acknowledge that after receipt of your written termination notice, Chisel has no obligation to retain your data or any Content and may delete and destroy such data without providing you with notice of such deletion. Your data or information prepared by Chisel will not be returned to you.

14. DISCLAIMERS AND LIMITATIONS OF LIABILITY

Please read this section carefully since it limits the liability of Chisel and its affiliates, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “Chisel Entities”). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

- a. The Service is Available “As-Is”. Your access to and use of the Service or any Content are at your own risk. You understand and agree that the Service are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE CHISEL ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The Chisel Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Service or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or

use of the Service or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service; and (iv) whether the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Chisel Entities or through the Service, will create any warranty not expressly made herein.

- b. Links. The Service may contain links to third-party websites or resources. You acknowledge and agree that the Chisel Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Chisel Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.
- c. **Limitation Of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CHISEL ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE CHISEL ENTITIES EXCEED THE AMOUNT YOU PAID CHISEL, IF ANY, DURING THE TWELVE (12) MONTH PERIOD ENDING ON THE DATE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM, LOSS, OR DAMAGE. No claim may be asserted by you against Chisel more than twelve (12) months after the date of the cause of action underlying such claim.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (**INCLUDING NEGLIGENCE**) OR OTHERWISE, AND WHETHER OR NOT THE CHISEL ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- d. Indemnity. You agree to defend, hold harmless and indemnify the Chisel Entities from and against any and all losses, costs, expenses, damages or other liabilities (including reasonable attorneys' fees and costs) incurred by the Chisel Entities arising from or related to any cause of action, claim, suit, proceeding, demand or action brought by a third party against the Chisel Entities: (i) in connection with your use of the Service, including any payment obligations incurred through use of the Service; or (ii) resulting from: (a) your use of the Service; (b) your decision to hire a Consultant through the Service; (c) any breach of contract or other claims made by other users of the Service with whom you conducted business through the Service; (d) your breach of any provision of this Agreement; (e) any liability arising from the tax treatment of payments; (f) your dispute of or failure to pay any invoice or make any other payment; or (g) your obligations to a Consultant, including payment obligations; (h) your violation of any applicable law.

15. MISCELLANEOUS TERMS

- a. No Agency, Partnership, or Joint Venture. These Terms and any registration for or use of the Site or the Service, will not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between you and Chisel, except and solely to the extent expressly stated in these Terms.
- b. Headings. The headings of each section are for convenience only and are not part of these Terms.

- c. Waiver and Severability. The failure of Chisel to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.
- d. Survival. The provisions of this Agreement that by their nature and context are intended to survive the performance and termination of this Agreement, including paying any amounts due, will survive the completion of performance and termination of these Terms.
- e. Assignment. You may not transfer, assign, sublicense, or delegate any right or duty under these Terms to another entity or person without the express written consent of Chisel. Any such transfer, assignment, sublicense, or delegation without consent will be null and void.
- f. Controlling Law and Jurisdiction. These Terms and any action related thereto will be governed by the laws of the State of Texas without regard to or application of its conflict of law provisions or your state or country of residence. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

All claims, legal proceedings or litigation arising about the Service will be brought solely in the federal or state courts located in Dallas County, Dallas, Texas, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Service in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Texas, excluding its choice of law provisions.

- g. Force Majeure. Neither you or we are liable for any default or delay in the performance of any of the obligations under these Terms (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including without limitation fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment, software or material required for such party to perform its obligations.
- h. Export Restrictions. You acknowledge that the Service may be subject to U.S. or other countries' export control laws and regulations. You agree not to export, or transfer for the purpose of re-export, the Service (including any technical data) in violation of any U.S. or other applicable export control laws and regulations.
- i. Open Source Software. You acknowledge and understand that certain open source code may be incorporated into the Service (the "Source Code"). Except as otherwise set forth in the applicable Source Code license, the Source Code is provided "as is" and without representation or warranty of any kind. You hereby release and hold harmless Chisel from and against all claims, losses, liability, damages, expenses, costs (including, but not limited to, reasonable attorneys' fees), and/or actions arising therefrom.
- j. Consent to Use of Electronic Signatures and Records. As a convenience and courtesy to you, Chisel provides access to its Service online which may require you to enter agreements or receive notices electronically. Accordingly, you acknowledge and agree that by clicking "I Agree" or "I Accept" anywhere on the Site or by otherwise agreeing to the terms and conditions set forth in any agreement posted on the Site, you agree to electronically conduct the transaction into which you are enter including, without limitation, accepting these Terms.
- k. Entire Agreement, Amendments, and Third-Party Beneficiaries. These Terms and our Privacy Policy are the entire and exclusive agreement between Chisel and you regarding the Service and these Terms

supersede and replace any prior agreements between Chisel and you regarding the Service. This Agreement may not be modified or amended except by a written instrument executed by the you and us. No other person or company will be third party beneficiaries to the Terms.

16. CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

- a. Pricing Information. Current fees for our Service are posted on our Site. We reserve the right to change fees, monthly, or other periodic membership fees or to institute new fees at any time.
- b. Complaints. The Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

17. UPDATES TO OUR TERMS OF SERVICE

We may revise the Terms from time to time. The most current version of the Terms will govern your use of the Service and will always be at <https://www.chiselanalytics.com/site/termsfuse>. If we make a change to the Terms that, in our sole discretion, is material, we will notify you via a prominent notice on the Service or email to the email address associated with your account. By continuing to access or use the Service after those changes become effective, you agree to be bound by the revised Terms.

For previous versions of these Terms, please contact us at admin@chiselanalytics.com.