

QuantJudge Terms of Service

1. INFORMATION ABOUT US

Quantjudge.com (“Site”) is a website operated by MOTC Limited (“QuantJudge”, “we”, “our” or “us”), a company registered in England and Wales under company number 10864731 whose registered address is at 9 Devonshire Square, London, EC2M 4YF. These terms of service (“Terms of Service”), together with the documents referred to herein, set out the terms upon which you may use our Service (as defined below), and form a legally binding contract between you and QuantJudge. If you have any questions relating to the Terms of Service please contact us at contact@quantjudge.com.

Please read these terms of service carefully before using the service. By accessing, browsing or otherwise using the site or the service: (a) You acknowledge that you have read, understood and agree to be bound by these terms of service whether on your own behalf (where you are acting as an individual) or on behalf of the company, business or organization you represent; and (b) You acknowledge that you have read, understood, and agree to be bound by this agreement, including: (1) the provisions of section 18 under which you agree to arbitrate certain claims instead of going to court and agree not to bring or participate in class action claims; and (2) the provisions of section 6.5, which specify the terms and conditions for recurring subscription charges for certain paid account types. If you do not agree to follow and be bound by these terms of service, you may not access, browse or otherwise use the site or the service.

2. DEFINITIONS

“Account” means an account with us for use of our Service that is specific to you and is protected by a password.

“Account Holder” means the organization or individual(s) named as the client on the Sign-up Form or the Online Free Plan Form.

“Agreement” means the agreement between QuantJudge and you comprised of these Terms of Service and the other documents referred to in these Terms of Service.

“Candidate” means a person who accesses the Service to take a Test Session.

“Challenge” means a Test that enables Candidates to code for an award.

“Content” means all text, information, material, data, software, applications, database content, executable codes, images, audio or video material, including the metadata relating

to any such content, in whatever medium or form provided by us or by you in relation to the Site.

“Fees” means the amount payable by you to us in consideration for our Service, in advance (as stated in the Sign-up Form and/or Order Form).

“Free Plan” means the free Service you subscribe for by accessing the Site and submitting your details via the Online Free Plan Form.

“Initial Term” means the initial term of the Agreement set out in the Sign-up Form.

“Online Free Plan Form” means an online form where users can sign up for a Free Plan.

“Order Form” means a binding sales order form executed by you and QuantJudge and incorporating this Agreement. In the event of any new or different terms in the Order Form, such new or different terms shall supersede any inconsistent terms in this Agreement, but only to the extent of the inconsistency.

“Paid Plan” means the paid Service you subscribe for by submitting your details and making payment via the Site or by completing and signing the Sign-up Form (or both).

“Past Challenge” means a Challenge that ended and its Task has been included into Public Tasks.

“Plan” means a Paid Plan or a Free Plan subject to these Terms of Service.

“Policies” means the following documents displayed on the Site: Privacy Policy (“Privacy Policy”), Cookie Policy (“Cookie Policy”), Data Processing Agreement (“Data Processing Agreement”) and Programmer Terms of Service (“Programmer Terms of Service”).

“Programmer” any person who takes or is expected to take a Test owned by an Account Holder and/or any other programming tests offered by QuantJudge

“Programmer Terms of Service” means the terms of service found on the Site, which Candidates will be required to accept before using our Service.

“Public Task” means a Task that is or previously has been published on the Programmer's Home area of the Service.

“Service” means the computer programming testing service made available by accessing the Site.

“Sign-up Form” means the sign-up form you complete when subscribing for a Paid Plan, which, together with these Terms of Service, sets out the Plan, the Term, the Fees and the billing period, if applicable.

“Task(s)” means a description of a programming problem created by QuantJudge.

“Term” means the period of time made up of the Initial Term and any Renewal Period referred to in Section 5.1.

“Test” means a set of up to 6 Tasks selected by the Account Holder to assess its Programmers and/or Candidates.

“Test Session” means an attempt made by a Programmer/Candidate to solve a Test.

“You” means an Account Holder, their employees, agents or anyone authorized by us to use the Service.

3. MODIFICATIONS; OTHER AGREEMENTS; GRANT OF LICENSE

1. We may make modifications, deletions and/or additions to these Terms of Service (“Changes”) at any time. Changes will be effective: (i) thirty (30) days after we provide notice of the Changes, whether such notice is provided through the Service user interface, is sent to the e-mail address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first.
2. Our Privacy Policy, is hereby incorporated into these Terms of Service. Please read this notice carefully for details relating to the collection, use, and disclosure of your personal information.
3. Our Cookie Policy, is hereby incorporated into these Terms of Service. Please read this notice carefully for details relating to the use of cookies on the Site.
4. Our Data Processing Agreement, is hereby incorporated into these Terms of Service. The Data Processing Agreement sets forth the rights and obligations of the parties with respect to the processing of personal data from the European Union. To the extent that QuantJudge processes any personal information that is subject to the General Data Protection Regulation on your behalf in the provision of the Service hereunder, the terms of the Data Processing Agreement, which are hereby incorporated by reference, shall apply.
5. Our DMCA Policy, (the “DMCA Policy”) sets forth processes and procedures for good faith notifications of alleged copyright infringement by Content available on the Site or via the Service. The DMCA Policy, as may be updated by QuantJudge from time to time in accordance with its terms, is hereby incorporated into these Terms of Service, and you hereby agree to the terms set forth therein.

6. When using the Service, you will be subject to any additional posted guidelines or rules applicable to specific services, offers and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into these Terms of Service.
7. During the Term, subject to these Terms of Service and your payment of all applicable Fees, we grant:
 - a. Account Holders a personal, non-exclusive, limited, revocable license to use the Service and the features specified in the Plan to create Tests and make Test Sessions available to their Candidates; and
 - b. Candidates a personal, non-exclusive, limited, revocable license to access the Service to take a Test Session.

4. THE SERVICE

1. The Account Holder is responsible for making all arrangements necessary in order for it, its employees, agents or anyone else authorized by us, including its Candidates, to have access to the Service and for procuring and maintaining all necessary equipment and network connections in order to use the Service. Account Holders are responsible for ensuring that their Candidates have the details they need to use the Service. Account Holders shall ensure that their Candidates agree to the Policies before they take a Test Session.
2. We make every effort to keep the Service up and running smoothly, but at times the Service may be interrupted or temporarily unavailable due to issues beyond our control. We will not be liable to you if for any reason the Service is unavailable and we may suspend, withdraw, discontinue or change the Service without notice. We reserve the right to disable (some or all of) the functionalities of the Service for any Account at any time, without notice, without liability to you or to any third parties.
3. Though we strive to provide a fair and accurate Service, the Service is provided "AS-IS" and we give no representations, warranties, guarantees, whether express or implied, conditions or other terms in respect of the Service, its accuracy, completeness or its continuity and these are excluded from the Agreement to the fullest extent permitted by law. The Service is not intended to amount to advice on which you should rely and you use the Service at your own risk. You acknowledge that testing is a statistical process with inherent randomness and that the result of a particular Test Session may not accurately reflect the reality.
4. We will make commercially reasonable efforts to notify you of any planned maintenance that might impact the availability of the Service and we will inform Account Holders of their Candidates' Test Sessions which have been affected by an unexpected system downtime.
5. If we discover a problem in one of our Tests that may have affected the result of a Test Session, as our sole obligation in relation thereto, we will inform Account

Holders whose Candidates took the affected Test Session(s) up to 1 month prior to the discovery of the problem.

6. We shall make available appropriate technical support (during our regular business hours) to all Account Holders and Candidates of the Service.
7. The number of Test Sessions available to you depends on the Plan you choose and the number of Test Sessions you subscribe for on the Sign-up Form (“Test Session Allowance”). Once your Test Session Allowance has been used your right to grant Candidates access to the Service will be automatically suspended until the following subscription period. We will notify you when you have reached your Test Session Allowance and you will have the option to purchase additional usage rights or upgrade your Plan.
8. A Test Session may only be used to assess one Candidate.

5. DURATION

1. If you subscribe for a Paid Plan, the Agreement lasts for the Initial Term. At the end of the Initial Term, the Agreement will automatically renew for successive periods of 1 month (each a “Renewal Period”) unless:
 - a. we notify you of termination no less than 30 days before the end of the Initial Term or the end of the Renewal Period;
 - b. you give us 30 days’ notice of your intention to terminate the Agreement (in which case you will not be refunded any amount paid to us); or
 - c. it is otherwise terminated in accordance with these Terms of Service (including, without limitation, Section 7).
2. If you use a Free Plan the Agreement starts on the date you sign up to the Service and the Agreement continues until it is terminated by you giving notice to us at any time or otherwise terminated by a party under (and in accordance with) these Terms of Service.

6. PRICE AND PAYMENT

1. The Account Holder is responsible for paying all relevant Fees. Fees are due and payable within 15 days of the date you sign up to the Service (unless otherwise agreed by us in writing) and thereafter on the payment date(s) specified in the Sign-up Form.
2. All Fees are exclusive of applicable sales tax, VAT and any other applicable taxes, unless otherwise stated and, unless otherwise agreed in writing, we may vary the Fees upon giving you 30 days’ notice. You may be charged, and are solely responsible for, all applicable taxes.
3. For VAT purposes you must notify us if you are a non-UK business using a Paid Plan Service in the UK.

4. Payment processing for the Service is provided by such third party payment processor as we may utilize from time to time (“Payment Processor”). QuantJudge does not collect or store your credit card information. You can find out more about both our privacy practices in our Privacy Policy and the links therein. By providing a credit card or other payment method accepted by QuantJudge, you represent and warrant that you are authorized to use the designated payment method and that you authorize our Payment Processor to charge your payment method for the total amount of your transaction and any applicable fees (including any applicable taxes and other charges). If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your account may be suspended or cancelled. You must resolve any problem we or our Payment Processor encounters in order to proceed with your use of the Service.
5. Unless otherwise specified upon enrolment, for subscription products or services, your payment method will be authorized for up to a month as soon as the free trial, if any, has concluded for the applicable Service account type and on a monthly basis thereafter until you cancel the subscription. You acknowledge and agree that the payment instrument provided by you will be automatically charged the fees you incur in connection with your use of the Service, and represent and warrant that you have all necessary rights relating to such payment instrument to authorize Company to make such charges. Your use of the Service may be suspended if we are unable to charge such payment instrument for any reason or if your account is otherwise past due. The fees applicable to your account may be subject to modification from time to time pursuant to notice (which may be given via e-mail) provided by us at least thirty (30) days in advance of the payment date for which the modification would be effective. You may at any time cancel your account as set forth below if you do not agree to any modified fees. All fees must be paid in U.S. dollars (or such other currencies) which may be accepted by Company from time to time, as indicated at the time of payment) and are non-refundable.

for any paid subscription service account type, you will be automatically enrolled in (and charged for) the subscription plan you selected following the end of any applicable free trial period. you must cancel prior to the end of your free trial in the manner specified below to avoid being charged. you may cancel your subscription at any time by contacting us at contact@quantjudge.com. if you cancel your subscription, you may still use your subscription until the end of your then-current subscription month. to not be charged for your subscription for the following subscription month, you must cancel your subscription at least thirty (30) days prior to that month, or you will otherwise be charged for that month’s subscription.

all cancellation requests received less than thirty (30) days before the following subscription month will apply to the following cycle.

7. TERMINATION

1. Termination of this Agreement (however caused) shall be without prejudice to any rights or liabilities accrued up through the date of termination and shall not affect the continuation after termination of any provision expressly stated or implicitly surviving termination.
2. If you are using a Free Plan, either party may terminate this Agreement immediately at any time by giving notice.
3. In our sole discretion, we may: terminate this Agreement; temporarily or permanently withdraw any rights you have to use the Service; issue a notice; and/or take legal action at our sole discretion, or if you:
 - a. fail to pay any amount owed to us within 10 days of the due date;
 - b. are in material or persistent breach of this Agreement and (if the breach is capable of remedy) fail to remedy such breach within 30 days of a notice requiring you to remedy that breach;
 - c. are insolvent, bankrupt, unable to pay your debts, enter into any agreement with your creditors, or enter into administration; or
 - d. are in breach of any applicable law, rule or regulation.
4. You will be charged interest on any overdue payment at a rate of the lesser of: (a) 3% over the thirty-day U.S. dollar LIBOR rate effective for the date that payment was due (as published in The Wall Street Journal); or (b) the maximum interest rate allowed under applicable law at the date that payment was due, until the amount is fully paid.
5. On termination of this Agreement for any reason all licenses granted by us under these Terms of Service shall immediately terminate and your right to access and use the Service will end.
6. On termination of this Agreement for any reason Sections 1 (Definitions), 6 (Price and Payment), 9 (Restrictions), 10 (Your Responsibilities), 11 (Acceptable Use), 12 (Limitation of Liability), 13 (Indemnification), 14 (Intellectual Property Rights), 16 (Feedback and Advertising), 17 (Confidentiality) and 18 (Miscellaneous) of these Terms of Service, as well as the following subsections of Section 7 (Termination): 7.1, 7.4, 7.5, 7.6, shall all continue in full force.

8. ACCOUNT SECURITY

You are responsible for safeguarding any password given to you to access the Service and you must prevent any unauthorized use of these details. You agree not to disclose your password to any other person. If you believe an unauthorized person has access to the Service, you must notify us as soon as possible by e-mail to contact@quantjudge.com. You are responsible for all activities occurring under your Account.

9. RESTRICTIONS

1. You must not sell, transfer or sub-license your access to the Service. You will not, and will not allow anyone else to:
 - a. use the Service for any purpose that is unlawful or prohibited by these Terms of Service;
 - b. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Service, as applicable, in any form of media or by any means;
 - c. use any robot, spider, site search or retrieval application, or any other device to copy, retrieve, archive or index any portion of the Site that requires authentication or is disabled by specification.
 - d. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;
 - e. access all or any part of the Service in order to build a product or service which competes with our Service or use or attempt to use the Service to directly compete with us (including by reselling access to the Service);
 - f. use the Service in any manner that in our sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use of the Service;
 - g. intentionally interfere with or damage the operation of the Service or any other user's enjoyment of the Service, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
 - h. remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service;
 - i. attempt to gain unauthorized access to the Service, or any part of the Service, other accounts, computer systems or networks connected to the Service, or any part thereof, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service;
 - j. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;
 - k. either modify the Service in any manner or form, or use modified versions of the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service; or
 - l. deep-link to the Service, and: (a) you will promptly remove any links that we find objectionable in our sole discretion; and (b) you may not use any QuantJudge logos, graphics, or trademarks as part of the link without our express written consent.

- m. share user accounts among multiple employees or agents. Should you need accommodation for more Users than the current limit per your Agreement, please contact contact@quantjudge.com.

10. YOUR RESPONSIBILITIES

1. At all times while using the Service, you:
 - a. must comply with all applicable laws, rules and regulations in connection with your use of the Service and this Agreement, including without limitation all employment laws;
 - b. are responsible for any actions and omissions relating to the use of the Service by you and your Candidates;
 - c. must obtain and maintain all necessary licenses, consents and permissions necessary for us to perform our obligations under the Agreement (for example software licenses, data protection permissions);
 - d. are responsible for procuring and maintaining your network connections in order to access the Service and ensuring that your network and systems* comply with the relevant specifications provided by us from time to time.

11. ACCEPTABLE USE

1. You must ensure that the Service is not used to distribute in any way (including by your use, creation, provision or posting such Content on the Site and/or the Service) Content that may:
 - a. contain any material which is false, unlawful, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate;
 - b. be subject to third-party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant QuantJudge all of the license rights granted herein;
 - c. infringe any copyright, database right, trademark or other third party right of any kind, deceive or harass any person, or promote any illegal activity, or permit any third party to do so;
 - d. be an advertisement or marketing content or solicitations of business, or any content of a commercial nature; or
 - e. be used to impersonate any person, misrepresent identity, or give the impression that they emanate from Quantjudge, if this is not the case.
2. We shall have the right to immediately remove any content described in Section 11.1.1 through and including Section 11.1.3 from the Site without notice to you.

3. We may investigate an allegation that any Content does not conform to these Terms of Service and may determine in good faith and in our sole discretion whether to remove such Content, which we reserve the right to do at any time. If you are a copyright holder and believe in good faith that your content has been made available through the Site and/or Service without your authorization, you may follow the process outlined in our DMCA Policy to request that we remove such content.

12. LIMITATION OF LIABILITY

1. The service and any third-party, media, software, services, or applications made available in conjunction with or through the service are provided “as is” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, QuantJudge, and its suppliers and partners, disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

QuantJudge, and its suppliers and partners, do not warrant that the features contained in the service will be uninterrupted or error-free, that defects will be corrected, or that the service or the servers that make the service available are free of viruses or other harmful components. You should use your own virus protection software.

QuantJudge, and its suppliers and partners, do not warrant or make any representations regarding the use or the results of the use of the service in terms of correctness, accuracy, reliability, or otherwise. You and not QuantJudge nor its suppliers and partners assume the entire cost of any necessary servicing, repair, or correction. You understand and agree that you download, or otherwise obtain media, material, or other data through the use of the service at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from such material or data. Certain laws in your jurisdiction may not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

2. Under no circumstances, including, but not limited to, negligence, shall QuantJudge or its affiliates, contractors, employees, agents, or third party partners or suppliers, be liable to you for any special, indirect, incidental, consequential, or exemplary damages that result from your use or the inability to use the content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, and all other elements of the service that are provided by QuantJudge on the service, the service itself, or any other

interactions with QuantJudge, even if QuantJudge or a QuantJudge authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, QuantJudge's liability will be limited to the extent permitted by law.

In no event shall QuantJudge's or its affiliates, contractors, employees, agents, or third party partners or suppliers' total liability to you for all damages, losses, and causes of action arising out of or relating to these terms or your use of the site (whether in contract, tort, warranty, or otherwise) exceed the fees actually paid by you to QuantJudge in the six (6) months immediately preceding the events giving rise to the applicable claim.

These limitations shall also apply with respect to damages incurred by reason of any products or services sold or provided to you by third parties other than QuantJudge and received by you through or advertised on the service or received by you through any links provided on the service.

13. Indemnification

1. The Account Holder shall indemnify, defend and hold QuantJudge and its affiliated companies, suppliers, partners, agents and contractors harmless from and against any and all losses, damages, claims, liabilities or expenses (including reasonable lawyer's fees and disbursements) arising out of a claim brought by a third party relating to: (i) Account Holder's use of the Service or their Candidates' use of the Service (except to the extent caused by our gross negligence or wilful misconduct) including, without limitation, any employment decisions, financial business, and commercial judgements, and acts or omissions made based on use of the Service; (ii) any breach of these Terms of Service or any representations, warranties or covenants herein; (iii) any violation of any applicable law, rule or regulation by Account Holder or its personnel in connection with the Service, including without limitation any violation of any employment laws; and (iv) the infringement of any third party intellectual proprietary right in connection with your use of the Service, except to the extent such infringement arises from our Content as used in compliance with these Terms of Service and all applicable QuantJudge materials and documentation related to the Service. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims.

14. INTELLECTUAL PROPERTY RIGHTS

1. We are the owner or licensee of all intellectual property rights (“IP Rights”) in the Service and the Site and any material written or published on it, including but not limited to, as between you and us, all Test results. All such rights are reserved, and no rights are granted or transferred hereunder except to the extent expressly licensed under these Terms of Service. As between the parties, each Candidate remains the owner of all his/her Candidate data
2. You hereby grant QuantJudge a non-exclusive, perpetual, royalty-free, worldwide and irrevocable license to use any Content (including test cases and source code) provided by you through the Site in connection with providing the functionality of the Service (including through third party providers and contractors who help us provide the Service) and as provided under Section 14.1. You are responsible for ensuring that you have the rights or permission needed to comply with these Terms of Service.
3. Without limiting the foregoing, any code entered into the Service by you may be stored and used by us and our third party providers and contractors who help us provide the Service in any way for the purpose of assessment, anti-cheating measures, demonstrating to third parties, and analysis.

15. DATA PRIVACY

1. We will hold and process any data provided by you in accordance with our Privacy Policy and Data Processing Agreement.
2. The Account Holder is responsible at all times for ensuring the accuracy and legality of any data or Content in the Service relating to it or its users. You hereby represent and warrant that you have all necessary rights in your Content to upload such Content to the Service and for it to be used in all manners contemplated under the functionality of the Service.
3. We will not be liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any of your Content or any other data using the Service.
4. The Account Holder must ensure that all relevant parties (including Candidates) have been informed of, and have consented to, any personal information being held and processed by us in accordance with our Privacy Policy and Data Processing Agreement on behalf of the Account Holder. The Account Holder must notify us promptly if any information it has provided to us (including contact information) changes. We may process any personal information entered on the Service by you in accordance with our Privacy Policy and Data Processing Agreement.
5. We will forward any data subject access and other requests to you.
6. You may not use the Service for any illegal or unauthorized purpose. You are solely responsible for your conduct and any data, including but not limited to any Content, which you or your Candidates deposit on the Site. In particular, if you choose to use

the Service to store Candidates' personal information and if you or your Candidates are located in a jurisdiction that requires Candidates' consent to store their personal information or has any other legal requirements before doing so, you shall obtain the Candidates' consent and comply with all other legal requirements before the Candidate is sent an invitation to take a Test Session.

7. We may disclose any data provided by you to law enforcement authorities as we reasonably feel is necessary.

16. FEEDBACK AND ADVERTISING

1. We welcome comments, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service ("Feedback") from you. You agree to assign and hereby do assign to us all right, title and interest in and to such Feedback and agree that we may freely utilize such Feedback without compensation or attribution to you.
2. With your prior written consent, we may advertise the fact that you use QuantJudge's Service for marketing purposes. With your prior written consent, we may use your name, logo and trade marks in our publicity or marketing materials and if you grant such permission, you will grant us all rights necessary to do this. You may withdraw this permission at any time by e-mailing a withdrawal request to contact@quantjudge.com.

17. CONFIDENTIALITY

1. Each Party agrees that all information that is disclosed, whether disclosed verbally, in writing, in electronic form or by any other means, by one party ("Discloser") to the other Party (the "Recipient"), shall be considered confidential information of the Discloser (the "Information"). QuantJudge's Information shall include, without limitation, any Task, any Challenge, and statements and information on the Site (including Test Sessions and Test Session results). Notwithstanding the foregoing, the Information shall not include Public Tasks or Past Challenges. Recipient hereby agrees not to use the Information except for the purpose of performing its obligations and exercising its rights under these Terms of Service. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Information of the Discloser. Without limiting the foregoing, Recipient shall implement at least those protections for Information of the Discloser that Recipient takes to protect its own confidential information. Recipient agrees not to disclose any Information of Discloser to third parties or to employees of Recipient, except that Recipient may allow access to the Information of Discloser to those of its consultants, service providers, advisors, employees or other authorized representatives who are required to have the Information of

Discloser to perform Recipient's obligations under these Terms of Service, provided, however, that such consultants, service providers, advisors, employees or other authorized representatives have signed or are otherwise subject to an agreement imposing upon such person restrictions on use and disclosure of the Discloser's Information that are at least as restrictive as those in these Terms of Service, prior to any disclosure of Discloser's Information to such person. Recipient shall not reverse engineer, disassemble, decompile, or determine the composition of any prototypes, software or other tangible objects that embody any Information of Discloser and that are provided to Recipient hereunder. Recipient shall not make any copies of Information of Discloser unless the same are previously approved in writing by Discloser. The foregoing restrictions shall not apply to Information of Discloser that Recipient can establish: (i) was publicly known or made generally available in the public domain prior to the time of disclosure to Recipient by Discloser; (ii) becomes publicly known or made generally available after disclosure to Recipient by Discloser through no action or inaction of Recipient; (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure; or (iv) is obtained by the Recipient from a third party without a breach of any obligations of confidentiality and not under confidentiality obligations. Notwithstanding the foregoing, the Recipient may disclose the Information of the Discloser to the extent required by an applicable court order or by law; provided, however, that the Recipient that is so required to disclose the Information of the Discloser shall, when possible, give the Discloser reasonable advance notice of such disclosure and use reasonable efforts to secure confidential treatment of such Information (whether through protective order or otherwise).

18. MISCELLANEOUS

1. You must give all notices under these Terms of Service to us at contact@quantjudge.com. We may give notice to you at an e-mail or postal address you provide to us, by posting a notice on the Site, or in any other way we deem appropriate. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Notice will be deemed served and received immediately (i) when posted on the Service; (ii) 24 hours after an e-mail is sent; or (iii) three days after posting a letter.
2. You may not (without our prior written consent) transfer, assign or deal in any other way with this Agreement or your rights or obligations under it. Any attempted assignment of this Agreement not in compliance with this Section 18.2 will be null and void. The Agreement will inure to the benefit of and be binding upon each party hereto, its successors and permitted assigns, subsidiaries and affiliates. No

assignment will relieve either party of the performance of any accrued obligation that such party may then have under these Terms of Service. QuantJudge may freely assign this Agreement.

3. The failure of us to enforce any provision of these Terms of Service shall not be deemed a waiver of such provision nor the right to enforce such provision. Furthermore, any waiver of any provision of these Terms of Service by any party will be effective only if in writing and signed by a party.
4. These Terms of Service are governed by and construed in accordance with California law without giving effect to conflict of laws principles. Each party submits to the exclusive jurisdiction of the courts in San Mateo County.
5. This Section 18.5 is referred to herein as the "Arbitration Agreement." The parties agree that any and all controversies, claims, or disputes between you and QuantJudge arising out of, relating to, or resulting from these Terms of Service, shall be subject to binding arbitration pursuant to the terms and conditions of this Arbitration Agreement, and not any court action (other than a small claims court action to the extent the claim qualifies and other than any petition for injunctive or other equitable relief). The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
 - a. Class Action Waiver. The parties agree that each party 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 parties agree otherwise, 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 favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).
 - b. Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures (the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between the AAA Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would, including without limitation, the limitation of liability provisions in Section 12. You may visit <http://www.adr.org> for information on the AAA and <http://www.adr.org/fileacase> for information on how to file a claim against QuantJudge.

- c. Venue. 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, you or QuantJudge may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on each party, but subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by either or both parties unless the arbitrator requires otherwise.
 - d. Governing Law. The arbitrator will decide the substance of all claims in accordance with the laws of the state of California, without regard to its conflicts of laws rules, and will honour all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Service users, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.
 - e. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA's Rules. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees.
 - f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.
 - g. Severability. If a court decides that any term or provision of this Arbitration Agreement other than Section 18.5.1 is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 18.5.1 is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of this Agreement will continue to apply.
6. If any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.
 7. The heading references herein are for convenience purposes only, do not constitute a part of these Terms of Service, and shall not be deemed to limit or affect any of the provisions hereof.
 8. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to Terms of Service made by QuantJudge as set forth in Section 3 above.

9. You and QuantJudge agree that any cause of action arising out of or related to these terms of service, the service or the site must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.