

TERMS AND CONDITIONS

Last modified: March 4, 2020

These Terms and Conditions (defined below) govern your use of <https://www.psasecurity.com/>, <https://www.usavgroup.net/>, and any other website, mobile application, and technology platform (collectively, the “**PSA Platform**”) made available to you by Professional Security Alliance, Inc., a Colorado Corporation d/b/a PSA Security Network and its affiliates and subsidiaries, such as USAV (“**PSA**” “**we**,” “**us**” or “**our**”).

These Terms and Conditions and the related Privacy Policy (collectively, the “**Terms and Conditions**”) constitute a legally binding agreement between you and us.

BY CLICKING ACCEPT, ACCESSING THE PSA PLATFORM, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, HAVE UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS JUST AS IF YOU HAD SIGNED THEM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IF YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THESE TERMS AND CONDITIONS, YOU MAY NOT USE OR ACCESS THE PSA PLATFORM OR THE SERVICES.

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms and Conditions at any time. All changes are effective immediately when posted. Your continued use of the PSA Platform following the posting of revised Terms and Conditions means that you accept and agree to the changes. We may change the PSA Platform or add or delete content or features in any way, at any time, and for any reason or no reason. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

PLEASE BE ADVISED: These Terms and Conditions contain provisions that govern how claims you and PSA have against each other can be brought (see Section 15 Arbitration). These provisions will, with limited exception, require you to submit claims you have against PSA to binding and final arbitration on an individual basis, not as a plaintiff or class member in any class, group or representative action or proceeding.

Capitalized terms not defined in these Terms and Conditions have the meaning set forth in additional PSA policies, addendums, and agreements.

1. THE PSA PLATFORM AND THE SERVICES PROVIDED

The PSA Platform is a systems integrator consortium that offers the following “**Services**.”

- Memberships (“**Membership**”) to security and audio-visual systems integrators (“**Users**” or “**Members**”);
- A variety of education and training programs for persons in the security and audio-visual systems industry;
- Security and audio-visual products and solutions through partnerships with industry leading product and solution providers;

- and a variety of distinctive services that can enhance a company's overall operations.

While access to certain portions of the PSA Platform are free, we reserve the right to charge fees for any Services, Memberships, features, or benefits associated with the PSA Platform at any time.

We reserve the right to, at any time and without notice, limit access to, modify, change or discontinue the PSA Platform or certain Services. You agree that we will not be liable to you or to any third party for any such limitation, modification, change, suspension, or discontinuance of the PSA Platform or Services.

2. PSA AS AN INTERMEDIARY AND YOUR OPTIONS

One of the Services PSA offers is a store through <http://www.buypsa.com/> (the "**PSA Store**"), whereby PSA makes available for purchase certain products (collectively "**Partner Products**") offered by PSA's industry leading product and solution providers (each a, "**PSA Partner**"). The PSA Partners are responsible for the Partner Products. The PSA Partners' terms and privacy policies apply to your Partner Products so you must agree to and understand those terms ("**Partner Terms**"). To the extent there is a conflict between the Partner Terms and these Terms and Conditions with regard to a Partner Product, the Partner Terms and conditions shall control.

PSA Partners submit information regarding availability and prices of the Partner Products to PSA. PSA, to the best of its ability, verifies the information provided by each PSA Partner.

PSA acts as an intermediary between you and your ability to purchase Partner Products. Unless otherwise clearly stated by PSA to you, PSA shall be your point of contact with regard to purchases of Partner Products, including payment for your Partner Products. Should you have any issues with your Partner Product, please contact PSA immediately, and we will do our best to resolve your issue. We will assist you in processing warranty claims, returns, refunds, or questions you may have regarding Partner Products.

PROVIDED, HOWEVER, THAT PSA CANNOT 100% GUARANTEE THE ACCURACY OF MATERIAL AND CONTENT PROVIDED THROUGH THE PSA PLATFORM. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT PROVIDED THROUGH SERVICES AND ON THE PSA PLATFORM IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, WE WILL TAKE REASONABLE STEPS TO INVESTIGATE THE REPORTED INACCURACY TO THE EXTENT REQUIRED BY APPLICABLE LAW, TARIFF, RULE OR REGULATION. BASED ON THE RESULTS OF THE INVESTIGATION WE WILL CORRECT ANY INACCURACY THAT WE DETERMINE EXISTS, AND IN OUR SOLE DISCRETION MAY PROVIDE REFUNDS, IF APPLICABLE.

Should you have any issues with a PSA Partner or Partner Product, please contact PSA immediately at support@psasecurity.com and PSA will do its best to help solve your issue.

You do not need to interact directly with a PSA Partner. Your interaction with any PSA Partner accessed outside of the PSA Platform without PSA's assistance is at your own risk. PSA does not bear any responsibility should anything go wrong with your interaction with any PSA Partner.

3. MODIFICATION TO THESE TERMS AND CONDITIONS

We reserve the right to revise these Terms and Conditions, and any information referenced in the hyperlinks, at our sole and absolute discretion, by updating this posting. If changes are material, we will

post a banner and/or a link on the PSA Platform notifying you of the material change. The revised terms will take effect the date they are posted on the PSA Platform.

Continued use of the PSA Platform or Services after any such changes shall constitute your consent to such modifications. Please review these posted terms on a regular basis.

4. ELIGIBILITY

The PSA Platform is intended for Users that are at least 18 years old. No individual under these age limits may provide any Personal Data to us or otherwise through the PSA Platform.

By using the PSA Platform, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by these Terms and Conditions.

PSA offers three Membership levels. Please visit <https://www.psasecurity.com/joinpsa> for more information regarding the different Membership levels and benefits. All potential Members must meet the following criteria in order to qualify for Membership:

- The company must be a security or pro-AV integrator.
- The company must have been in business for a minimum of two years.
- The company has a sustained annual sales volume greater than \$1 million.
- The company has established a good credit rating.
- The company offers service seven days a week, 24 hours per day.
- The company has full-time technicians and installers with industry experience.
- The company has a trained sales force.
- The company has a commercial office space.

5. ACCOUNTS

In order to access certain Services, namely, Services provided only to Members, you may be required to create an account ("**Account**").

By creating an Account, you (this includes any agent designated by you operating on your behalf) agree to provide us with complete and accurate information and to keep this information up to date. This may include, but is not limited to, your name, email address, physical address, telephone number, social media profiles, payment method, and password.

If you provide any information that does not satisfy this provision, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your Account and refuse any and all current or future use of the PSA Platform or Services (or any portion thereof).

You are solely responsible for activities that occur under or through your Account, including activities initiated by third parties, whether or not such activities are authorized by you. Should you grant a third party to act on your behalf, you shall ensure that third party is bound by, and abides by, these Terms and Conditions. You agree to immediately notify us of any unauthorized use of your account or any breach of your account security.

Please refer to our Privacy Policy for how we store, access, use, and share any information you provide to us, and your rights with regard to your Personal Data.

6. ACCEPTABLE USE POLICY

You may only use the PSA Platform for legitimate business purposes; you may not use the PSA Platform for any fraudulent or deceitful purposes. By using the PSA Platform, you agree to comply with laws that apply to the United States and your own country, including laws that apply to exporting technical data.

“Your Content” means content you submit to the PSA Platform or that you allow third parties to submit to the PSA Platform, including, but not limited to, your name, username, profile, images, links, and any other personal or biographical information, photos, video, audio, illustrations, animations, logos, tools, text, ideas, illustrations, communications, data, information, software, scripts, and credit card information.

You irrevocably waive any claims and assertions of moral rights or attribution with respect to Your Content brought against us or any third-party sites. If you delete Your Content, we will use reasonable efforts to remove it from the PSA Platform; provided, however, that you acknowledge that in such event Your Content may not be made immediately unavailable, whether due to caching, links, references, or otherwise and deletion of your content does not end or diminish our license rights set forth above.

You own Your Content. However, by submitting Your Content you irrevocably grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable, and transferrable license to use Your Content throughout the world in any media for any commercial or non-commercial purpose. Herein **“use”** means display, copy, distribute, modify, adapt, publish, incorporate into other works, create derivative works, and allow third-party sites and services who obtain Your Content from us to do the same, provided, however, that such use is limited by the terms of our Privacy Policy.

When you post content to the PSA Platform, you are responsible for the content of, and any harm resulting from that content, regardless of whether the content in question is in the form of text, graphics, photographs, audio files, or computer software.

You agree to provide and maintain accurate, current and complete information and acknowledge that we, other Users, PSA Partners, and other members of the public may rely on Your Content as accurate, current and complete. You acknowledge that if Your Content is not accurate, current, and complete it may impact your use of the PSA Platform and Services.

With respect to your use of the PSA Platform and Services and Content you provide, you agree that you will not:

- impersonate any person or entity;
- stalk, threaten, or otherwise harass any person;
- violate any law, statute, rule, permit, ordinance or regulation;
- interfere with or disrupt the PSA Platform or the servers or networks connected to the PSA Platform;

- post content or interact on the PSA Platform in a manner which is fraudulent, libelous, abusive, obscene, profane, sexual in nature, harassing, or illegal;
- use the PSA Platform or Services in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the PSA Platform;
- "frame" or "mirror" any part of the PSA Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;
- modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the PSA Platform or any software used on or for the PSA Platform or Services;
- rent, lease, lend, sell, redistribute, license or sublicense the PSA Platform or Services or access to any portion of the PSA Platform or Services;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the PSA Platform or its contents;
- transfer or sell your Account, subscription, password and/or identification to any other party
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or
- cause any third party to engage in the restricted activities above.

We may terminate or limit your right to use Services in the event that we are investigating or believe that you have breached any provision of these Terms and Conditions. We may provide you with written or email notice of such investigation.

7. FEES AND PAYMENT

As part of our Services, the PSA Platform may facilitate payments made to PSA, or to PSA Partners for Partner Products you purchase ("**Fees**"). Your Fees are determined by the Services you choose to purchase, therefore, Fees will vary from each individual User.

Fees may be collected and distributed through a third-party payment processing service, such as PayPal

or Stripe, therefore you may be required to register with a third-party payment processor (“**Payment Processor**”). PSA may replace its Payment Processor without notice to you. Additionally, you may be required to agree to terms of service of the Payment Processor, and go through a vetting process at the request of the Payment Processor to set up your account with the Payment Processor (“**Payment Processor Services Agreement**”). By accepting these Terms and Conditions, you agree that you have reviewed and agreed to, the Payment Processor Services Agreement. You also agree that your account with a Payment Processor is accurate, current, and complete.

Please note that we are not a party to the Payment Processor Services Agreement and that you, the Payment Processor and any other parties listed in the Payment Processor Services Agreement are the parties to the Payment Processor Services Agreement and that we have no obligations, responsibility or liability to you or other party under the Payment Processor Services Agreement. To help prevent fraud and safeguard your information from the risk of unauthorized access, we and/or the Payment Processor may validate an account before activation.

All Fees will be billed to the credit card, or other payment method, with which you provide us through your Account with a Payment Processor (“**Payment Method**”). You authorize the Payment Method issuer to pay any Fees incurred by you, regardless of whether you incur Fees as a guest through a one-time transaction or under your Account.

You agree to provide current, complete and accurate billing and Payment Method information. You agree to promptly update Payment Method numbers, expiration dates and billing address to keep your Account current and accurate. You must update your card in the event it is lost or stolen.

If your Fees are not paid by your Payment Method issuer, you agree to pay all Fees you incur by providing another Payment Method. Should you have difficulty making a payment, please contact us at ap@psasecurity.com for additional payment options, provided, however, that PSA does not guarantee that there is another payment option beyond using a Payment Processor.

You agree to pay all costs of collection efforts, including attorney fees and costs.

Failure to maintain current, complete, and accurate billing and Payment Method information may affect your use and access to the PSA Platform and Services.

We reserve the right, but not the obligation, in our sole discretion, upon request or claim from you, or upon notice of any potential fraud, unauthorized charges or other misuse of the PSA Platform or Services, to (1) place on hold any Fees, charges, payment, or (2) refund or provide credits, or arrange for the Payment Processor to do so. Should you have a claim, please contact us at ap@psasecurity.com.

8. DISCOUNT, COUPONS, OR GIFT CODES

PSA, at its sole discretion, may make available promotions and discounts to any User or prospective User. We reserve the right to withhold or deduct benefits obtained through a promotion in the event that we determine or believe that the redemption of the promotion or receipt of the benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms and Conditions.

From time to time, we may offer you with incentives to refer your contacts to become new Users of the

PSA Platform (the “**Referral Program**”). These incentives may come in the form of credits, and we may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in our sole discretion.

We may also offer certain discount, coupon, or gift code to certain Services. To redeem a discount or coupon code, access the PSA Platform and select the applicable Service. You will be prompted to enter the code at checkout.

Discount, coupon and gift codes cannot be combined with any other cash-off price, sales, promotion or coupon, and cannot be exchanged, refunded, replaced or redeemed for cash or payment of accounts. A Payment Method may be required to redeem a discount or coupon code. It is your own responsibility to use a discount, coupon or gift code before it expires, and expired codes cannot be refunded or extended. The terms and conditions of a specific discount, coupon or gift code may include additional restrictions on its use. We reserve the right to cancel discounts and coupon promotions at any time.

9. INTELLECTUAL PROPERTY

All intellectual property rights in the PSA Platform shall be owned by PSA or our licensees absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the PSA Platform are the property of their respective owners.

We welcome your comments and feedback regarding the PSA Platform and Services. We do not, however, accept confidential or proprietary information. Accordingly, all comments, feedback, ideas, suggestions, materials, information and other submissions disclosed, submitted or offered to PSA (collectively, “**Comments**”) are not confidential and will become and PSA’ property. The disclosure, submission or offer of any Comments will constitute an assignment to PSA of all worldwide rights, titles and interests and goodwill in the Comments without payment of any compensation. Comments submitted by you must not violate any right of any third party, and must not contain any libelous, abusive, obscene or otherwise unlawful material.

If you believe, in good faith, that any materials on the PSA Platform infringe upon your copyrights, please view Section 14 for information on how to make a copyright complaint.

10. THIRD PARTY WEBSITE PSA PLATFORMS AND LINKS

The PSA Platform and certain Services may include links that direct you to other sites that are beyond our control, such as our PSA Partners’ websites. We are not responsible for the accuracy, relevancy, copyright or other IP compliance, legality, security, or decency of, nor do we endorse material contained in sites to which you link from the PSA Platform. We have not reviewed, and cannot review, all of the material, including computer software, posted to the PSA Platform or made available through the websites and webpages to which we link, and that link to the PSA Platform.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. We disclaim any

responsibility for any harm resulting from your use of websites and webpages other than the PSA Platform.

11. DISCLAIMERS

The disclaimers this Section are made on behalf of PSA, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND PSA, PSA DOES NOT GUARANTEE THE AVAILABILITY OF SERVICES. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PSA DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS IN SERVICES, THE CONTENT, OR PRODUCT PROVIDED RELATED TO SERVICES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE PSA PLATFORM, ALL CONTENTS AND ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN '**AS IS**' BASIS. PSA DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PSA DOES NOT WARRANT THAT YOUR USE OF THE PSA PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE PSA PLATFORM OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ALTHOUGH PSA ENDEAVORS TO PROVIDE ACCURATE INFORMATION, IT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION ON THE PSA PLATFORM. YOUR USE OF THE PSA PLATFORM IS AT YOUR OWN RISK.

Opinions, advice, statements, offers, or other information or content concerning PSA or made available through the PSA Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties or other Users, whether on the PSA Platform or otherwise.

12. INDEMNITY

To the maximum extent permitted by law, you acknowledge and agree to indemnify and hold PSA, its affiliates, subsidiaries, vendors, content providers, licensors, licensees, distributors, agents, representatives, and other Users of the PSA Platform, and each of the foregoing entities' respective resellers, distributors, service providers, and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, partners, joint ventures, representatives, investors, and assigns and employees harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of (a) any information or content appearing on our PSA Platform published by you, (b) your participation in the PSA Platform or Services; (c) any violation of these Terms and Conditions by you, or violation by a third party using your Account, (d) the violation, infringement or misappropriation by you, or third party using your Account, of any intellectual property or other right of any person or entity, including, but not limited to, trademark, copyright, right of publicity and right of privacy, or (e) any pornographic, hate-related, threatening, libelous, obscene, harassing or otherwise objectionable or offensive material contained in any of your postings or other communications.

You will use your best efforts to cooperate with us in the defense of any claim. PSA reserves the right, at its own expense, to employ separate counsel and assume the exclusive defense and control of any matter

otherwise subject to indemnification by you.

13. LIMITATION OF LIABILITY

NEITHER PSA NOR ITS AFFILIATED OR RELATED ENTITIES OR ITS VENDORS OR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER, INCLUDING LOST PROFITS AND CONSEQUENTIAL OR PUNITIVE DAMAGES, PERSONAL INJURY (INCLUDING DEATH), AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THE PSA PLATFORM OR SERVICES, OR ANY CONTENT, INFORMATION OR MATERIALS PROVIDED ON THE PSA PLATFORM OR SERVICES.

WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OR PSA PARTNER.

IF YOU ARE DISSATISFIED WITH PSA, THE PSA PLATFORM, SERVICES OR ANY CONTENT OR MATERIALS ON THE PSA PLATFORM OR SERVICES, OR WITH THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PSA PLATFORM OR SERVICES. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

IF PSA IS IN BREACH OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY, AT OUR OPTION, IS TO HAVE PSA RE-PERFORM THE SERVICES OR PROVIDE YOU WITH A REFUND.

MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NONPERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND OUR REASONABLE CONTROL.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR (A) ANY INCOMPATIBILITY BETWEEN THE PSA PLATFORM AND ANY PSA PARTNER, OTHER SITE, SERVICE, SOFTWARE, OR HARDWARE, OR (B) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSION OR TRANSACTION RELATING TO THE SITE BEING EXECUTED IN AN ACCURATE OR TIMELY MANNER.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS AND CONDITIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS, TO THE EXTENT PSA IS FOUND LIABLE FOR ANYTHING RELATED TO THESE TERMS AND CONDITIONS OUR TOTAL LIABILITY SHALL NOT EXCEED \$100.00 USD.

14. DMCA POLICY

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“**DMCA**”), we will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its “**Designated Agent**”). Our Designated Agent email is: marketing@psasecurity.com.

If you are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that your work’s copyright or trademark has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

We will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

In furtherance, and not in limitation of these Terms and Conditions, we reserve the right to terminate when and as we deem appropriate in our discretion any user who is or is suspected to be a repeat infringer of copyright or other IP rights. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid in respect of the PSA Platform or Services.

15. ARBITRATION

YOU AND PSA MUTUALLY AGREE TO WAIVE RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW.

Except where prohibited, by accessing or using the PSA Platform or Services, you agree that any and all questions, controversies, claims and causes of action arising out of or connected with the construction, validity, interpretation, and enforceability of these Terms and Conditions shall be resolved exclusively by means of arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, in Denver, Colorado, and shall be resolved individually, without resort to any form of class action or representative action, and you agree that you shall not seek to aggregate any claims with other individuals. For clarity, you agree that the arbitrator shall have exclusive authority to resolve any dispute relating to the enforceability of these Terms and Conditions, including, but not limited to any claim that all or any part of these Terms and Conditions are unconscionable, void, or voidable.

Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Denver, Colorado. The arbitration shall be governed by the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules of the State of Colorado or of any other jurisdiction. Depositions shall be limited to a maximum of three per party and shall be held within twenty days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrators, and for good cause shown. Each deposition shall be limited to a maximum of seven hours duration. Time is of the essence for any arbitration under these Terms and Conditions and arbitration hearings shall take place within ninety (90) days of filing and awards rendered within one hundred twenty (120) days. The Arbitrator shall agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall not be entitled to an award of attorney fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

Notwithstanding the foregoing, in no event shall any claim, action, or dispute relating to the ownership of IP be submitted to arbitration. Those who choose to access the PSA Platform do so on their own initiative and are responsible for compliance with all applicable laws including, but not limited to, any applicable local laws.

16. GENERAL PROVISIONS

The provisions of these Terms and Conditions, which by their nature should survive the termination of these Terms and Conditions, shall so survive such termination until performed.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Colorado and the laws of the United States, without giving effect to any principles of conflicts of law.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN TO THE CONTRARY, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PSA PLATFORM OR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

No waiver by us of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of PSA to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be

invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and Conditions and shall not cause the invalidity or unenforceability of the remainder of these Terms and Conditions.

These Terms and Conditions constitutes the sole and entire agreement between you and us and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the PSA Platform or Services.

If you have any questions regarding these Terms and Conditions, the PSA Platform, or Services, please contact support@psasecurity.com.