

MOTION

TERMS OF SERVICE

Last Modified: June 20, 2022

These Terms of Service (these “**Terms**”) describe your rights and responsibilities when accessing and/or using our websites, including <https://www.usemotion.com/> and any successor URL(s) (the “**Sites**”), the companion mobile applications for iPhone and/or Android mobile devices (the “**Apps**”), and any and all related software, documentation, and online, mobile-enabled, and/or digital services (collectively, including the Sites and the Apps, the “**Service**”) provided by Nexusbird, Inc (“**Motion**,” “**we**,” “**our**,” or “**us**”). By accessing or using the Service, or by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood, and agree to be bound by these Terms, and you acknowledge that you have read and understood our Privacy Notice (as further described in Section 7). Motion reserves the right to modify the terms of these Terms, and will provide notice of such changes as described below. These Terms apply to all visitors and users of the Service, and to all others who access the Service, whether as individuals, Team members, or entities sponsoring a Team (“**Users**,” “**you**,” or “**your**”). As used in these Terms, a “**Team**” means a group of individuals accessing the Service under the same User Account (as defined below).

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 13.2 (THE “**ARBITRATION AGREEMENT**”) AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 13.3 (THE “**CLASS ACTION/JURY TRIAL WAIVER**”) THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN THE ARBITRATION AGREEMENT, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (AS DEFINED IN SECTION 1.1), YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

1. **The Service**

Motion provides a platform designed to help you and, if applicable, your Team optimize your schedule(s) and have more productive days!

1.1 **Eligibility**

This is a contract between you and Motion. You must read and agree to the terms and conditions of these Terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Motion, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations (“**Applicable Law**”). The Service is not available to any Users previously removed from the Service by Motion.

1.2 **Limited License**

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, and freely revocable license to use the Service, only for your personal or internal (as applicable), noncommercial use, strictly as permitted by the features of the Service. If you are an entity or otherwise the owner of the User Account for your Team (a “**Team Sponsor**”), this license allows use of the Service by only those of your Team members who are (a) identified by you as Team members for the

Service during the sign-up process or through your User Account (as defined in Section 1.3) or (b) otherwise expressly authorized and granted access to the Service as Team members by Motion (each, an “**Authorized User**,” and, collectively, the “**Authorized Users**”). Motion may terminate the license granted in this Section at any time, for any reason or no reason. Motion reserves all rights not expressly granted herein in and to the Service and the Motion Content (as defined below).

1.3 **User Accounts**

Your (or, if applicable, your Team Sponsor’s) account on the Service (“**User Account**”) gives you access to certain services and functionality that we may establish and maintain as part of the Service from time to time, in our sole discretion. We may maintain different types of User Accounts for different types of Users. If you open a User Account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of that entity with the authority to bind that entity to these Terms, and that you agree to these Terms on the entity’s behalf. By connecting to the Service via a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials and/or access tokens for that service.

You may never use another User’s User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, including, if applicable, the activity of the Authorized Users. You must notify Motion immediately of any breach of security or unauthorized use of your User Account. Motion will not be liable for, and expressly disclaims responsibility for, any losses caused by any unauthorized use of your User Account.

By providing Motion your email address, directly or via your Team Sponsor, you consent to our using that email address to send you Service-related notices, including any notices required by Applicable Law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as messages notifying you of changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out of receiving such email messages by clicking on the “unsubscribe” link in the email message received. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

1.4 **Service Rules**

You agree not to engage in any of the following prohibited activities: (a) copying, distributing, or disclosing any part of the Service in any medium, including, without limitation, by any automated or non-automated “scraping”; (b) using any automated system, including, without limitation, “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the servers running the Service than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Motion grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (c) transmitting spam, chain letters, or other unsolicited email; (d) attempting to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Service; (e) taking any action that imposes, or may impose (as determined by us, in our sole discretion), an unreasonable or disproportionately large load on our infrastructure; (f) uploading invalid data, viruses, worms, or other software agents through the Service; (g) collecting or harvesting any personal information, including account names, from the Service; (h) using the Service for any commercial solicitation purposes; (i) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, or hiding or attempting to hide your identity; (j)

interfering with the proper working of the Service; (k) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (l) bypassing the measures we may use to prevent or restrict access to the Service, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on the use of the Service or the content therein.

If you are a Team Sponsor, (i) you are responsible for all acts and omissions of the Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by you will be deemed a breach of these Terms by you; and (ii) you will make all Authorized Users aware of these Terms' provisions, as applicable to such Authorized Users, and you will cause each Authorized User to comply with such provisions.

1.5 **Changes to the Service**

We may, with or without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to your User Account and/or the Service with or without notice and without liability, for any reason, including if, in our sole determination, you violate any provision of these Terms, or for no reason. Upon their termination for any reason or no reason, you continue to be bound by these Terms.

1.6 **Disputes with Other Users**

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Motion will have no liability for your interactions with other Users, or for any User's action or inaction.

1.7 **Service Location**

The Service is controlled and operated from facilities in the United States. Motion makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including, but not limited to, export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government.

2. **Apps**

2.1 **General.** To use an App, you must have a mobile device that is compatible with such App. Motion does not warrant that any App will be compatible with your mobile device. You may use mobile data in connection with an App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. You may not: (a) modify, disassemble, decompile, or reverse engineer any App, except to the extent that such restriction is expressly prohibited by Applicable Law; (b) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer any App to any third party, or use any App to provide time sharing or similar services for any third party; (c) make any copies of any App; (d) remove, circumvent, disable, damage, or otherwise interfere with security-related features of any App, features that prevent or restrict use or copying of any content accessible through any App, or features that enforce limitations on use of the Apps; or (e) delete the copyright or other proprietary rights notices on any App. You acknowledge that Motion may from time to time issue upgraded versions of the Apps, and may automatically electronically upgrade the version of the App that you are using on your mobile device (or any Authorized Users' mobile devices). You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades; if you are a Team Sponsor, you also agree to the same on behalf of each

Authorized User. Any third-party code that may be incorporated into an App is covered by the applicable open source or third-party license, if any, authorizing use of such code. Motion or its third-party partners or suppliers retain all right, title, and interest in and to the Apps (and any copies thereof). Any attempt by you to transfer or delegate any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms, is void. Motion reserves all rights not expressly granted under these Terms. If an App is being acquired on behalf of the United States Government, then the following provision applies: such App will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Service and any accompanying documentation by the U.S. government will be governed solely by these Terms and is prohibited except to the extent expressly permitted by these Terms. The Apps originate in the United States and are subject to United States export laws and regulations. The Apps may not be exported or re-exported to certain countries, nor to persons or entities prohibited from receiving exports from the United States. In addition, the Apps may be subject to the import and export laws of other countries. You will comply with all United States and foreign laws related to access to and/or use of the Service, including the Apps.

2.2 App from Apple App Store. The following applies to any App you acquire from the Apple App Store (“**Apple-Sourced Software**”): you and Motion acknowledge and agree that these Terms are solely between you and Motion, not Apple, Inc. (“**Apple**”), and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the Usage Rules set forth in the [Apple Media Services Terms and Conditions](#). You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the Apple-Sourced Software to you; to the maximum extent permitted by Applicable Law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be governed solely by these Terms and any law applicable to Motion as provider of the Apple-Sourced Software. You and Motion acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software, or your possession and use of that Apple-Sourced Software, infringes that third party’s intellectual property rights, Motion, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim, to the extent required by these Terms. You and Motion acknowledge and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

2.3 App from Google Play Store. The following applies to any App you acquire from the Google Play Store (“**Google-Sourced Software**”): (a) you acknowledge that these Terms are between you and Motion only, and not Google LLC or any affiliate thereof (collectively, “**Google**”); (b) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (c) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (d) Motion, and not Google, is solely responsible for its Google-Sourced Software; (e) Google has no obligation or liability

to you with respect to Google-Sourced Software or these Terms; and (f) you acknowledge and agree that Google is a third-party beneficiary to these Terms as they relate to Motion's Google-Sourced Software.

3. **User Content**

The Service may allow Users to submit, post, display, provide, or otherwise make available content such as profile information, videos, images, music, comments, questions, and other content or information ("**User Content**").

WE CLAIM NO OWNERSHIP RIGHTS OVER YOUR USER CONTENT, AND, AS BETWEEN YOU AND US, IT REMAINS YOURS. However, you understand that certain portions of the Service may allow other Users to view, edit, share, and/or otherwise interact with your User Content. Motion has the right (but not the obligation), in its sole discretion, to remove any User Content that is shared via the Service.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to Motion a royalty-free, transferable, perpetual, irrevocable, non-exclusive, and worldwide license, with the right to grant and authorize sublicenses, to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Service and Motion's (and its successors' and/or affiliates') business, including, without limitation, for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. If you are a Team Sponsor, you also hereby grant each Authorized User a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display, edit, perform, and otherwise interact with such User Content, and, if you are a Team member, you also hereby grant each other User on your Team a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display, edit, perform, and otherwise interact with such User Content, in each case in accordance with the Service's functionality and these Terms.

For the purposes of these Terms, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress, and service mark rights, goodwill, trade secret rights, and any and all other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

In connection with your User Content, you affirm, represent, and warrant the following:

- you have the written consent of each and every identifiable natural person referred to or mentioned in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and these Terms, and each such person has released you from any liability that may arise in relation to such use;
- you have obtained and are solely responsible for obtaining all consents as may be required by Applicable Law to post any User Content relating to third parties;
- your User Content and Motion's use thereof as contemplated by these Terms and the Service will not violate any Applicable Law or infringe any rights of any third party, including, but not limited to, any Intellectual Property Rights and privacy rights;

- Motion may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise;
- your User Content does not include nudity or other sexually suggestive content; hate speech, threats, or direct attacks on an individual or group; abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable content; content that contains self-harm or excessive violence; illegal content or content in furtherance of harmful or illegal activities; malicious programs or code; any person’s personal information without such person’s consent; and/or spam, machine-generated content, or unsolicited messages; and
- to the best of your knowledge, all of your User Content and all other information that you provide to us is truthful and accurate.

Motion takes no responsibility and assumes no liability for any User Content that you or any other User or third party submits, posts, displays, provides, or otherwise makes available on or through the Service. You will be solely responsible for your User Content and the consequences of submitting it, posting it, displaying it, providing it, or otherwise making it available on or through the Service, and you agree that we are acting only as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Motion will not be liable for any damages you allege to incur as a result of or relating to any User Content.

4. **DMCA Notice**

Since we respect artist and content owner rights, it is Motion’s policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“**DMCA**”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Motion’s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. an electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing and its location on the Service;
4. information reasonably sufficient to permit Motion to contact you, such as your address, telephone number, and e-mail address;
5. a statement 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 law; and
6. a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
Nexusbird, Inc

Address: 251 Little Falls Drive
Wilmington, Delaware 19808
Tel.: 415-649-8586
Email: copyright@usemotion.com

UNDER UNITED STATES FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that the procedure outlined herein is exclusively for notifying Motion and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Motion's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other Applicable Laws.

In accordance with the DMCA and other Applicable Laws, Motion has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Motion may also, at its sole discretion, limit access to the Service and/or terminate the User Accounts of any Users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

5. **Our Proprietary Rights**

5.1 **Motion Content.** Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "**Motion Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of Motion and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any such Intellectual Property Rights, and you will not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works of any Motion Content. Use of the Motion Content for any purpose not expressly permitted by these Terms is strictly prohibited.

5.2 **Usage Data.** Motion may collect, maintain, process, and use, or you may provide to Motion, diagnostic, technical, usage, and related information, including information about your (including any Authorized Users') computers, mobile devices, systems, and software (collectively, "**Usage Data**"). You agree that all Usage Data is owned solely and exclusively by Motion, and, to the extent any ownership rights in or to the Usage Data vest in you or in any Authorized User(s), you hereby assign to Motion, on behalf of yourself and any such Authorized User(s), all rights, title, and interest in and to the same. Accordingly, Motion may use the Usage Data or any portion thereof for any lawful purpose, including, without limitation: (a) to provide and maintain the Service; (b) to develop and improve the Service; (c) to monitor your (including any Authorized Users') usage of the Service; (d) for research and analytics and for Motion's other business purposes; and (e) to share analytics and other derived Usage Data with third parties, solely in deidentified or aggregated form. The Service may contain technological measures designed to prevent unauthorized or illegal use of the Service. You acknowledge and agree that Motion may use these and other lawful measures to verify your compliance with the terms of these Terms and to enforce Motion's rights, including all Intellectual Property Rights, in and to the Service.

5.3 **Feedback.** To the extent you or any Authorized User provide(s) any suggestions, recommendations, or other feedback relating to the Service or any other Motion products or services,

(collectively, “**Feedback**”), such Feedback is non-confidential, and you hereby grant, and you represent and warrant that you have all rights necessary to grant, to Motion, on behalf of yourself and any such Authorized User(s), a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license, with the right to grant and authorize sublicenses, to implement, use, modify, and otherwise exploit, in any way without restriction, the Feedback, without any fees, attribution, or other obligations to you, any Authorized User, or any third party.

6. **Paid Services**

6.1 **Billing Policies.** Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the pricing and payment terms applicable to you and available at <https://www.usemotion.com/pricing> (as we may update them from time to time, the “**Pricing and Payment Terms**”). Our Pricing and Payment Terms are hereby incorporated by reference herein. Motion may add new services for additional fees and charges, and may add or amend fees and charges for existing services, at any time, in its sole discretion; *provided however*, that if we have offered a specific duration and Subscription Fee (as defined in Section 6.2) for your use of the Service, we agree that the Subscription Fee will remain in force for that duration. Any change to our Pricing and Payment Terms will become effective in the billing cycle following notice of such change to you as provided in these Terms.

6.2 **Definitions**

(a) “**Subscription Fee**” means the recurring amount you pay (or, if applicable, your Team Sponsor pays) as consideration for a subscription to any particular portion of the Service (“**Subscription**”); such fee is the sum of the applicable Motion Fee and any applicable Third-Party Fees.

(b) “**Motion Fee**” means the portion of the Subscription Fee that Motion may retain as consideration for providing the Service.

(c) “**Third-Party Fees**” means the portion of the Subscription Fees retained by third parties such as Stripe, Inc. (“**Stripe**”) and other third-party payment processors that we may engage from time to time, in our sole discretion.

6.3 **Subscriptions**

(a) **Automatic Renewals.** The Subscriptions are available on an automatically renewing subscription basis. For the most current information about the Subscription Fees, please review our Pricing and Payment Terms. YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION TERM IDENTIFIED AT THE TIME OF YOUR SUBSCRIPTION FOR SUBSEQUENT TERMS EQUAL IN LENGTH TO THE INITIAL SUBSCRIPTION TERM (EACH SUCH PERIOD, A “**SUBSCRIPTION TERM**”) UNLESS AND UNTIL YOU CANCEL THE APPLICABLE SUBSCRIPTION IN ACCORDANCE WITH THE CANCELLATION PROCEDURES IDENTIFIED IN SECTION 6.3(c) OF THESE TERMS. IF YOU ARE SIGNED UP TO A FREE TRIAL OF THE SERVICE, YOUR SUBSCRIPTION (AND THE FIRST SUBSCRIPTION TERM) WILL BEGIN UPON THE EXPIRATION OF SUCH FREE TRIAL.

(b) **Automatic Billing and Policies.** When you purchase a Subscription, you expressly acknowledge and agree that: (i) Motion and/or its third-party payment processors are authorized to charge you, at the beginning of each Subscription Term, the Subscription Fee for the applicable Subscription, any applicable taxes, and any other charges you may incur in connection with your purchase and use of the Subscription, subject to adjustment in accordance with the terms and conditions of these Terms, for as long as your Subscription continues; and (ii) your Subscription is continuous until the earlier of (A) your cancellation of such Subscription (including any notice period specified in Section 6.3(c) of these Terms) and (B) the suspension, discontinuation, or termination of your access to such Subscription or to the Service in accordance with these Terms. You acknowledge and agree that the amount billed may vary due to

promotional offers, changes in the Subscription Fees in accordance with the Pricing and Payment Terms, and/or changes in applicable taxes, and you authorize us to charge your payment method for the changed amounts.

(c) **Cancellation Procedures.** To cancel any Subscription, you must notify us by 11:59 pm Pacific Time of the day before the start of the next Subscription Term by using the appropriate functionalities of the Service or by contacting us at support@usemotion.com. You will continue to have access to the Subscription through the end of the current Subscription Term.

(d) **Cancellations; Refunds.** You may cancel your User Account or any Subscription at your sole discretion. Motion may grant you a refund if you cancel your Subscription no later than thirty (30) days after the start of your first Subscription Term. SUBJECT TO THE FOREGOING SENTENCE, YOU ACKNOWLEDGE AND AGREE THAT, IN THE EVENT THAT: (i) MOTION SUSPENDS OR TERMINATES YOUR SUBSCRIPTION, YOUR USER ACCOUNT, OR THESE TERMS, OR (ii) YOU CANCEL YOUR SUBSCRIPTION, YOU WILL RECEIVE NO REFUND FOR SUCH SUSPENSION, TERMINATION, OR CANCELLATION, NOR FOR ANY UNUSED TIME ON YOUR SUBSCRIPTION, ANY PRE-PAYMENTS MADE IN CONNECTION WITH YOUR SUBSCRIPTION, ANY LICENSE OR SUBSCRIPTION FEES FOR ANY PORTION OF THE SERVICE, ANY CONTENT OR DATA ASSOCIATED WITH YOUR USER ACCOUNT, OR ANYTHING ELSE.

6.4 **Payment Information; Taxes.** In connection with payments of Subscription Fees and/or any other monetary transaction interaction with the Service, you may be asked to provide customary billing information such as name, billing address, and credit card information to us or to the applicable third-party payment processor. All information that you provide in connection with a monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your payment method used in connection with a monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You hereby authorize the collection of such amounts by charging your designated payment method or credit or debit card, either directly by us, or indirectly via a third-party payment processor. We cannot control any fees that may be charged to you by your bank in connection with the collection of Subscription Fees or any other fees, and we disclaim any and all liability in this regard. If you are directed to a third-party payment processor, you will be subject to terms and conditions governing the use of that third party's service and to that third party's personal information collection practices. Please review such terms and conditions and privacy notice before using such third party's services. Without limiting the generality of the foregoing, you acknowledge and understand that, by using the Service, you agree to be bound by [Stripe's Services Agreement](#), and by the terms of service of any other third-party payment processor(s) that we may engage from time to time in our sole discretion. You acknowledge and understand that third-party payment processors may collect and retain Third-Party Fees whenever you pay Subscription Fees. Except as otherwise provided herein, Subscription Fees are non-refundable. If you believe you have been improperly charged and would like to request a refund, please contact us at support@usemotion.com. You will pay all applicable taxes, if any, relating to any monetary transaction interaction with the Service.

6.5 **Free Trials.** We may, at our sole option and in our sole discretion, offer free trials to a particular portion of the Service, subject to the terms of the offer. If you are signed up to a free trial of the Service, we will automatically bill your payment method on the first day of your first Subscription Term after the free trial period expires, and on each recurring billing date thereafter, subject to the terms hereof. If you wish to avoid charges to your payment method, you must cancel your free trial by 11:59pm Pacific Time on the last day of your free trial period. If you cancel your free trial, cancellation may be effective immediately. You acknowledge and agree that any offers made available through the Service, including without limitation offers for Subscriptions, are subject to change at any time and from time to time.

7. **Privacy**

We care about the privacy of our Users. You understand that by using the Services you acknowledge that you have read and understood our [Privacy Notice](#) (as may be updated from time to time) (“**Privacy Notice**”), which explains how your personal information is collected, used, and disclosed by Motion. You also understand and acknowledge that your personal information is collected, used, transferred to and processed in the United States.

8. **Security**

Motion cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information, and, if applicable, that of the Authorized Users, at your own risk.

9. **Third-Party Links and Information**

The Service may contain links to third-party materials that are not owned or controlled by Motion. Motion does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Motion’s Privacy Notice do not apply to your use of such sites. You expressly relieve Motion from any and all liability arising from your (including any Authorized Users’) access to or use of any third-party website, service, or content, including, without limitation, User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Motion will not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

10. **Release and Indemnity**

You hereby release, on behalf of yourself and any Authorized Users, Motion from all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including any other User) in connection with the Service. In addition, you waive, on behalf of yourself and any Authorized Users, any applicable law or statute, which says, in substance: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE RELEASED PARTY.”

You agree to defend, indemnify, and hold harmless Motion and its affiliates, and its and their respective licensors, employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, attorneys’ fees) arising from: (a) your access to and use of the Service, including any data or content transmitted or received by you; (b) your violation of any term of these Terms, including, without limitation, your breach of any of the representations and warranties herein contained; (c) your violation of any third-party right, including, without limitation, any right of privacy or Intellectual Property Right; (d) your violation of any Applicable Law; (e) User Content or any content that is submitted via your User Account, including, without limitation, misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any other party’s access to and/or use of the Service with your credentials. For purposes of subsections (a) through (g) (inclusive) of this Section 10, “you” includes the Authorized Users (if any), and “your” has the corresponding meaning.

11. **No Warranty**

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE MOTION CONTENT, AND ANY OTHER INFORMATION AVAILABLE ON OR THROUGH THE SERVICE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MOTION OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MOTION AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE LICENSORS, DO NOT WARRANT THAT THE MOTION CONTENT OR ANY OTHER INFORMATION CONTAINED IN THE SERVICE ARE ACCURATE, COMPREHENSIVE, RELIABLE, USEFUL, OR CORRECT; THAT THE SERVICE WILL MEET YOUR (OR ANY AUTHORIZED USER’S) REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR (INCLUDING THE AUTHORIZED USERS’) COMPUTER SYSTEM(S) OR MOBILE DEVICE(S) OR FOR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR FROM YOUR (INCLUDING THE AUTHORIZED USERS’) USE OF THE SERVICE.

FURTHER, MOTION DOES NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND MOTION WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW AND SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MOTION OR ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE LICENSORS, EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS, BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE, AND/OR TO THE MOTION CONTENT OR ANY OTHER INFORMATION CONTAINED IN THE SERVICE. UNDER NO CIRCUMSTANCES WILL MOTION BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE OR YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOTION ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR (OR ANY AUTHORIZED USER’S) ACCESS TO OR USE OF THE SERVICE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS RUNNING THE SERVICE AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY MOTION CONTENT, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (G) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT WILL MOTION OR ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE LICENSORS, EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS, BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO MOTION HEREUNDER OR \$50.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MOTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. **Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

13.1 **Governing Law.** You agree that: (a) the Service will be deemed solely based in Delaware; and (b) the Service will be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. These Terms will be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law governing these Terms, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (“**FAA**”) governs the interpretation and enforcement of the Arbitration Agreement below and preempts all state laws (and laws of other jurisdictions) to the fullest extent permitted by Applicable Law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue will be resolved under and governed by the law of the U.S. state where you live (if applicable) or the jurisdiction mutually agreed upon in writing by you and us. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our Intellectual Property Rights or other proprietary rights, as set forth in the Arbitration Agreement below, including any provisional relief required to prevent irreparable harm. You agree that Delaware is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the Arbitration Agreement below is found to be unenforceable.

13.2 **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM MOTION. This Arbitration Agreement applies to and governs any dispute, controversy, or claim between you and Motion that arises out of or relates to, directly or indirectly: (a) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (b) access to or use of the Service, including receipt of any advertising or marketing communications; (c) any transactions through, by, or using the Service; or (d) any other aspect of your relationship or transactions with Motion, directly or indirectly, as a consumer (each, a “**Claim**,” and, collectively, “**Claims**”). This Arbitration Agreement will apply, without limitation, to all Claims that arose or were asserted before or after your agreement to these Terms.

If you are a new User, you can reject and opt-out of this Arbitration Agreement within thirty (30) days of accepting these Terms by emailing Motion at legal@usemotion.com with your full, legal name and stating your intent to opt-out of this Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of these Terms, including the provisions regarding controlling law or the courts in which any disputes must be brought.

For any Claim, you agree to first contact us at legal@usemotion.com and to attempt to resolve the Claim with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, we each agree to resolve such Claim exclusively through binding arbitration by the American Arbitration Association (“**AAA**”) before a single arbitrator (the “**Arbitrator**”), under the Expedited Procedures then in

effect for AAA (the “Rules”), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in the U.S. county where you live (if applicable) or Sussex County, Delaware, unless you and Motion agree otherwise. You acknowledge and understand that, depending on the kind of User you are, either (i) each of you and us will be responsible for paying any AAA filing and administrative and Arbitrator fees in accordance with the Rules, and the award rendered by the Arbitrator will include costs of arbitration, reasonable attorneys’ fees, and reasonable costs for expert and other witnesses, or (ii) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; the award rendered by the Arbitrator may include your costs of arbitration, your reasonable attorneys’ fees, and your reasonable costs for expert and other witnesses; and you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this would not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. You and Motion agree that the Arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the scope, interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms are, or any provision of these Terms is, unconscionable or illusory, and any defense to arbitration, including waiver, delay, laches, unconscionability, and/or estoppel.

Nothing in this Arbitration Agreement will be deemed as: preventing Motion from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, Intellectual Property Rights, or other proprietary rights; or preventing you from asserting claims in small claims court, provided that your claims qualify, and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, will be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, will have no impact on the remaining provisions of this Arbitration Agreement, which will remain in force, or on the parties’ ability to compel arbitration of any remaining Claims on an individual basis pursuant to this Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement will be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief will be stayed pending the outcome of any individual claims in arbitration.

13.3 Class Action/Jury Trial Waiver. REGARDLESS OF THE TYPE OF USER YOU ARE, INCLUDING WHETHER YOU ARE A NATURAL PERSON OR AN ENTITY, ANY CLAIM MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS CLASS ACTION/JURY TRIAL WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AND MOTION AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF

AWARDED MAY NOT AFFECT OTHER USERS. YOU AND MOTION FURTHER AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND MOTION ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

14. **California Residents.** The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting it in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

15. **General**

15.1 **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Motion without restriction. Any attempted transfer or assignment in violation hereof will be null and void.

15.2 **Notification Procedures and Changes to these Terms.** Motion may provide notifications, whether such notifications are required by Applicable Law or are for marketing or other business related purposes, to you via email notice, or written or hard copy notice, or through posting of such notice on the Site(s), as determined by Motion, in its sole discretion. Motion reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in these Terms. Motion is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Motion may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of the terms of these Terms or to any future Terms of Service, do not access or use (or continue to access or use) the Service.

15.3 **Entire Agreement/Severability.** These Terms, together with any amendments and any additional agreements you may enter into with Motion in connection with the Service, will constitute the entire agreement between you and Motion concerning the Service. Except as otherwise stated in the Arbitration Agreement, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

15.4 **No Waiver.** No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or of any other term, and Motion's failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

15.5 **Contact.** Please contact us at legal@usemotion.com with any questions regarding these Terms.