

SCRAPING ROBOT TERMS OF SERVICE

Updated: June 8, 2018

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY BEFORE ACCESSING, USING, OR PURCHASING ANY PRODUCT OR SERVICE THROUGH, ANY PART OF THE WEBSITE OR THE SERVICES.

The following are the terms and conditions for use of www.scrapingrobot.com, any affiliated sub-domains, and any affiliated websites on which these Terms are posted (the "Website") and the related services (collectively the Website and the related services are referred to as the "Services"). The Services are provided by Scraping Robot, LLC ("Scraping Robot," or "us," or "we").

By accessing the Services, continuing to access the Services, purchasing any products or services through the Services, or submitting any information through the Services, and in consideration for the services Scraping Robot provides to you, YOU (the terms "you" or "yours" includes the person or entity that is accessing the Services as well as any third-parties accessing the Services on your behalf) ARE STATING THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS GOVERNING THE USE OF THE SERVICES (the "Terms"). Use of the Services is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices, including the class action waiver, contained herein. Your use of the Services is also governed by our Privacy Policy.

I. OVERVIEW

Scraping Robot provides you tools and services, including the ability to request Scraping Robot to provide you convenient access to publicly-available data, code, or other content ("Data"). Scraping Robot collects and provides access to Data from other third-parties and is not endorsed or associated with those third-parties. The underlying Data was created by those third-parties and not by Scraping Robot.

You may only request Scraping Robot provide you access to publicly-available Data that you have the right yourself to copy and access. By requesting Scraping Robot provide you access to Data, or by otherwise accepting or purchasing access to Data, you grant, and represent that you have the right to grant, to Scraping Robot all necessary rights and permissions for Scraping Robot to copy, access, and provide to you access to the requested Data. Do not request Scraping Robot provide you access to Data if you do not have the right to access and copy that Data. It is your responsibility to ensure that the copying and access of any Data through the Services, and your requests to Scraping Robot to facilitate that access, are lawful and in compliance with any applicable terms. If the owner and/or creator the Data asserts any claim against Scraping Robot regarding Scraping Robot's provision to you of access to Data, you agree to defend and indemnify Scraping Robot against any such claim. For more information, please read the Terms Contained in this document carefully.

II. REGISTRATION, ELIGIBILITY FOR SERVICES, PAYMENT, AND INFORMATION SUBMISSION

Registration and Account. In order to utilize the Services, you may be required to register and create an account. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Services using your username and password. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You shall protect your password and take full responsibility for your own and third-party activities that occur under your account. If you create an account on behalf of an entity, these Terms bind both you and the entity.

Payment. Your access to the services is conditioned upon your payment to Scraping Robot of all applicable fees for your subscription. If you fail to make any of the required payments to Scraping Robot, your access to the Services will be automatically revoked with notice to you. You agree to pay the applicable fees for the Service and to reimburse Scraping Robot for all collection costs and interest at the maximum rate allowable by law. Unless otherwise stated, all fees are stated in U.S. Dollars. Prices are subject to change.

Maintenance or Support. Scraping Robot is not under any obligation to provide maintenance or support for the Services. Scraping Robot may provide maintenance or support for the Services in Scraping Robot's sole discretion.

Information Submission and Age Restriction. By submitting any information, including any User Content as defined below, through the Services, you represent and warrant that you are 18 years of age or older, and, if under the age of majority in your state, you are either an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms and use the Services. Scraping Robot does not intend to use the Services to collect any information from children under age 18. Pursuant to 47 U.S.C. § 230(d), you are notified that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. For information on providers of such services, contact your information technology professional.

Refusal of Service. Scraping Robot reserves the right, with prior written notice, to terminate the account of, or refuse service to, any persons that violate these Terms, violate any party's intellectual property rights, abuse other Website users, misuse the Website or its Services, or otherwise engage in inappropriate conduct, as determined by Scraping Robot in its sole discretion. You may not access the Services if you are a direct competitor of Scraping Robot, except with Scraping Robot's prior written consent.

III. MODIFICATIONS

Scraping Robot reserves the right to change or modify any of the terms and conditions contained in these Terms or any policy governing the use of the Services, at any time, by posting the new terms on the Website. The most current version of these Terms will be located on this page. You understand and agree that your access to or use of the Services is governed by the then-current Terms that are effective at the time of your access to or use of the Services. If we make material changes to these Terms, we will notify you by updating the "Updated" date indicated at the top of this page with the date that revisions to these Terms were last made. We will not notify you of any such changes by email or other personal contact. You should revisit these Terms on a regular basis as revised versions will be binding upon you. Any such

modification will be effective upon our posting of such new Terms.

You understand and agree that your continued access to or use of the Services after the effective date of modifications to the Terms indicates your acceptance of the modifications.

IV. PROPRIETARY RIGHTS

The Services are owned by Scraping Robot, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Scraping Robot and all related names, logos, product and service names, designs and slogans are trademarks of Scraping Robot or its affiliates. You may not use such marks without Scraping Robot's prior written permission. All other names, logos, product and service names, designs and slogans included in the Services are the trademarks of their respective owners.

V. LICENSE; SUBSCRIPTIONS, AND REFUNDS

License. In order to use some of the Services' features, you may require the use of certain intellectual property developed by Scraping Robot, potentially including but not limited to software, computer code, certain business methods and practices, and other types of intellectual property (cumulatively, the "Scraping Robot IP"). Subject to, and in accordance with, these Terms, Scraping Robot grants to you, and you accept from Scraping Robot, a limited, revocable, non-exclusive, and non-transferable license to use the Scraping Robot IP and the Services. Scraping Robot reserves all rights not expressly granted to you hereunder. This license is automatically revoked if you violate any of these Terms. The grant of this license is not, and shall not be construed as, a grant of any right to you to use, receive or view, copies of source code, schematics, master copies, design materials or other information used by You in utilization of the Services.

Prohibitions. You must not do, or permit others to do, any of the following: (a) attempt to view, read, modify, reverse compile, reverse assemble, disassemble or print any source code or object code or other runtime objects or files distributed with the Services; (b) otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Services; (c) rent, lease, distribute (or redistribute), provide or otherwise make available the Services, in any form, to any third party (including in any service bureau or similar environment); or (d) use, install, or make available the Website, in whole or in part, through a wide area network including but not limited to World Wide Web sites, intranets, or Application Service Providers (ASP). In addition, you will not violate or attempt to violate the security of Scraping Robot's networks or servers, including (x) access data not intended for you or log into a server or account which you are not authorized to access; (y) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (z) attempt to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing

Free Trials. Scraping Robot may offer free trial offers from time to time for the Scraping Robot Services. The failure to cancel your free trial during the stated period will result in you being charged for the associated purchases beginning at the end of the trial period. For more details, please review the specific terms of the free trial offer. Scraping Robot does not guarantee that any portion of the Services will always be available for free.

Subscriptions. Scraping Robot may offer certain Services on a subscription basis. Under such a subscription, you will be charged for the subscription Services every period until you cancel your subscription. Please review the specific terms of your subscription for more information.

Refund Policy. Scraping Robot does not guarantee refunds for lack of usage or dissatisfaction with the Services.

VI. COMPLIANCE AND PROHIBITED ACTIONS; ACCESS TO AND USE OF DATA

You will not use the Services in any way or for any purpose that would violate, or would have the effect of violating, any applicable laws, rules or regulations or any rights of any third-parties, including without limitation, any law or right regarding any copyright, patent, trademark, trade secret, or other proprietary or property right, false advertising, telemarketing, unfair competition, defamation, invasion of privacy, rights of celebrity, or other federal or state law, rule, or regulation. You may not use the Services for any fraudulent purposes.

If you purchase access to any Data through the Services, you represent and warrant the following:

1. You have obtained all necessary permissions from all appropriate persons or companies to access, copy, distribute, and use the Data and for Scraping Robot to provide you the requested access to such Data.
2. Your request to Scraping Robot for convenient access to the Data, and your access to and use of the Data, is permitted under all applicable laws and all applicable terms of service or other requirements imposed by the owner and/or creator of the Data. It is your sole responsibility for ensuring that Scraping Robot has all necessary rights to access, copy, and/or otherwise provide you access to the Data.
3. You understand that Scraping Robot collects Data from other third-parties and is not endorsed or associated with those third-parties. The underlying Data was created by those third-parties and not by Scraping Robot. Scraping Robot provides you access to the Data created by those third-parties pursuant to your request for convenient access to the Data. Scraping Robot's provision of access to Data is conditioned upon your granting to Scraping Robot all necessary rights for Scraping Robot to provide that service and access the Data.
4. You will use any Data in accordance with all applicable laws and any applicable terms imposed by the owner of that Data. You will not use, process, publish, sell, distribute, or re-distribute Data unless you have obtained the appropriate permissions from the owner

and/or creator of the Data and you are otherwise in compliance with all applicable laws, including, but not limited to, laws regarding copyright, trademark, or other intellectual property rights.

5. The access, copying, and any necessary modifications or arranging of the Data will not infringe upon any third-party's intellectual property rights.

You may only use the Services to access Data from publicly-accessible websites that do not require any user login.

If you request Scraping Robot to obtain and provide you access to Data or other content, you grant, and you represent and warrant that you have the right to grant, Scraping Robot all necessary perpetual licenses to allow Scraping Robot to access, copy, store, and provide to you the access to the requested Data.

If a dispute arises between you and the owner and/or creator of Data that you have requested Scraping Robot to provide access to, you release Scraping Robot and its officers, directors, agents, subsidiaries, affiliated companies, and attorneys from any claim, demand, or damages (actual and consequential) of every kind, known and unknown, arising out of or in any way connected to such dispute. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

VII. DIGITAL MILLENNIUM COPYRIGHT ACT

Scraping Robot respects the intellectual property rights of others and complies with safe harbor provisions of the Digital Millennium Copyright Act ("DMCA"). Anyone who believes that their work has been reproduced on the Services in a way that constitutes copyright infringement may notify Scraping Robot's designated copyright agent in accordance with Title 17, United States Code, Section 512(c), by providing the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in

the manner complained of is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notifications of claimed infringement should be forwarded to Scraping Robot's designated agent as follows:

Alexander D. Boyd
500 Energy Plaza
409 South 17th Street
Omaha, NE 68102-2663
Telephone: (402) 341-6000
Email: aboyd@fraserstryker.com

The full legal name and physical address of the service provider is as follows:

Scraping Robot, LLC
1316 N Street Suite 110
Lincoln NE 68508

Alternate names the public may be likely to use to search for our designated agent include: Scraping Robot and scrapingrobot.com and scrapingrobot.io.

After receiving a valid DMCA notification of claimed infringement, we will process and investigate the claim and will take appropriate actions under the DMCA, including expeditiously removing or disabling access to any material claimed to be infringing or claimed to be the subject of infringing activity. We will take reasonable steps promptly to notify the user who submitted the material that we have removed or disabled access to such material.

Counter-Notification. If you posted or submitted material to Scraping Robot which Scraping Robot removed or disabled access to pursuant to a DMCA notification of claimed infringement, and you believe your material is not infringing and the material was removed or disabled as a result of a mistake or misidentification, you may send a counter-notification containing the following information in writing to Scraping Robot's designated agent listed above:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the your address is outside of the United States, for any judicial district in which Scraping Robot may be found, and that you will accept service of process from the person who provided the notification of claimed infringement or an agent of such person.

If a valid counter-notification is received by our designated agent, we will send a copy of the counter-notification to the original complaining party informing that person that we will replace the removed material or cease disabling access to it in ten (10) business days. Unless our designated agent first receives notice from the original complaining party that such party has filed an action seeking a court order to restrain the alleged infringement, we will replace or restore access to the material in ten (10) to fourteen (14) business days after our designated agent's receipt of the counter-notification, at our sole discretion.

Scraping Robot reserves the right, in its sole discretion, to terminate accounts for users that are deemed to be repeat copyright infringers.

VIII. THIRD-PARTY SERVICES

The Services may use or provide access to one or more third-parties to process payments, process account or user registrations, fulfill orders, or provide other services. The use of such third-party services are subject to the third-party's terms of service. Any disputes arising regarding a third-party's services must be resolved directly between user and the third-party. Scraping Robot disclaims all warranties or representations regarding any third-party services. Scraping Robot, in its sole discretion, an without notice to you or any user, may subcontract any Services to be performed by a third-party.

IX. USER-GENERATED/THIRD-PARTY CONTENT

Overview. The Services may, from time to time, allow users and third-parties to upload, post, or otherwise transmit user-generated content, including, but not limited to, photos, videos, reviews, and other forms of data or communications ("User Content").

User Obligations and License; Intellectual Property. You alone own and are solely responsible for all User Content you post, upload, or otherwise transmit (collectively "Post") through the Services and once Posted, it cannot always be withdrawn. You agree not to Post through the Services any User Content which is false, defamatory, infringes upon another party's intellectual property, or is otherwise illegal. By Posting User Content on the Services, you warrant and represent that you have the right to post such information and that such information is truthful and accurate.

By Posting User Content, you automatically grant, and warrant and represent that you have the right to grant, Scraping Robot a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, assignable, sublicensable, transferable license to use, store, copy, perform, display, and distribute such User Content for any purpose and to prepare derivative works of, or incorporate into other works, such User Content.

You assume all risks associated with your Posted User Content on the Services, including

anyone's reliance on its quality or reliability. By Posting User Content you may expose yourself to liability if, for example, your Posted User Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

Testimonials. If you Post or otherwise transmit to Scraping Robot a testimonial statement describing your results using any service or product, you grant, and warrant and represent that you have the right to grant, Scraping Robot a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, assignable, sublicensable, transferable license to use, copy, perform, display, and distribute the testimonial statement for any purpose, including posting on the Services or using in any Scraping Robot advertising materials.

By Posting or sending any testimonials of your results, you represent that the testimonial statement is true, that you used the service or product as directed, and that the testimonial accurately depicts your experience using the service or product.

If you no longer wish Scraping Robot to use your written testimonial statement, please contact us. If we do not hear from you, we will assume you still stand behind your testimonial statement.

If you received any kind of compensation, whether monetary, in the form of a free service or product, or otherwise, you must notify us of this fact when posting or sending your testimonial.

Communications Decency Act. As provided in 47 U.S.C. § 230(c)(1), Scraping Robot is only a distributor, and not the publisher or speaker, of any User Content. As such, Scraping Robot cannot be held liable for making available any User Content which may be false or inaccurate. Any information or opinions contained in the User Content made available through the services are those of their respective authors alone. Scraping Robot does not guarantee the accuracy, completeness, or truthfulness of any User Content. Under no circumstances will Scraping Robot be responsible for any loss or damage resulting from any person's reliance on any User Content.

Reservation of Rights. Subject to Section VII above regarding the DMCA, Scraping Robot reserves the right to remove or not remove any User Content from the Services for any reason or no reason at all, in Scraping Robot's sole discretion. This reservation includes the exclusive right to decide whether to publish, withdraw, postpone, or alter any User Content. Scraping Robot reserves the right, but does not undertake any affirmative obligation, to screen, monitor, or filter User Content.

Information Storage and Access. Scraping Robot reserves the right, in its sole discretion, to determine whether and how long to store User Content and user data. Scraping Robot will not be responsible for any liability related to the deletion or removal or any data or content maintained on the Services or Scraping Robot's servers.

Suggestions. By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of

third-parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Scraping Robot and its users any claims and assertions of any rights, whether intellectual property rights or otherwise, contained in such Feedback.

X. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

Scraping Robot provides you tools and services, including the ability to request Scraping Robot to provide you convenient access to publicly-available Data created by third-parties. This Data is the responsibility of third-parties beyond our control. The Data and information from these third-parties may change significantly from moment to moment and may be incomplete. As a result, it is not possible to provide completely accurate and up-to-date Data at all times and information may be missing or obsolete. Scraping Robot does not guarantee that the Data provided through the Services is accurate or otherwise reliable. Do not rely solely on the information, commentary, or other content available through the Services. We disclaim all liability and responsibility arising from any reliance placed on the Data, information, or materials accessible on or through the Services by any visitor to our sites, or by anyone who may be informed of any of its contents.

The disclaimers contained in these Terms apply with equal force to the Services as well as to any Data or products provided to any user through the Services. Scraping Robot does not represent or warrant and expressly disclaims any warranty that (i) any information provided by the Services will be accurate, (ii) the Services will be error-free or accessible at all times, (iii) defects will be corrected, (iv) the Services or the server that makes them available, are free of viruses or other harmful component, or (v) the use or the results of the use of the Services will be correct, accurate, timely, or otherwise reliable.

It is expressly understood by all users that the Services may be from time to time be inaccessible, inoperable, or may not provide all features as a result of multiple factors which may or may not be within Scraping Robot's control. These factors may include, but are not limited to, variables in internet, telecommunications, data, cellular or satellite services provided by your wireless carrier to your mobile device, geographic limitations, poor wireless signal strength, periodic maintenance to the Services, malfunctions in the Services, limitations due to your particular mobile device, or any other reason which may prevent the Services from being accessible at all times. Scraping Robot disclaims any liability as a result of any user's inability to access or use the Services at a particular time, location, on a particular device, or using a particular wireless provider.

Further, Scraping Robot expressly disclaims any representation or warranty relating to any products, services, or companies displayed, described, advertised, sold, reviewed, recommended, linked to, or pictured on the Services. Scraping Robot does not necessarily endorse any such products, services, or companies and does not warrant that any such products, services, or companies are available, will meet the user's needs, are appropriate for any particular use, or are of any certain quality. Likewise, Scraping Robot does not guarantee that any product, service, or company descriptions, reviews, portrayals, specifications, or the

like are accurate. Under no circumstances will Scraping Robot be responsible for any loss or damage resulting from any person's reliance on any such product, service, or company descriptions, reviews, or specifications contained on the Services.

YOUR USE OF THE SERVICES, AND ANY DATA OR OTHER PRODUCTS OBTAINED THROUGH THE SERVICES, IS AT YOUR OWN RISK. THE SERVICES AND ALL DATA AND PRODUCTS PROVIDED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY SCRAPING ROBOT EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES OR DATA OR PRODUCTS, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SCRAPING ROBOT DOES NOT WARRANT THAT THESE SERVICES OR ANY DATA OR PRODUCTS WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS, THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED, AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR DATA, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, DATA, OR PRODUCTS PROVIDED THROUGH THE SERVICES. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

XI. LIMITATIONS OF LIABILITY

SCRAPING ROBOT WILL NOT BE LIABLE TO YOU ANY THIRD-PARTY FOR ANY (A) INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, (B) LOSS OF PROFITS, (C) LOSS OF DATA OR INFORMATION, OR (D) REPUTATIONAL HARM, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF SCRAPING ROBOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT TO THE CONTRARY, SCRAPING ROBOT'S CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (1) THE AGGREGATE FEES PAID BY YOU FOR THE SCRAPING ROBOT PRODUCTS OR SERVICES DURING THE PREVIOUS SIX (6) MONTHS, OR (2) ONE HUNDRED AND 00/100 DOLLARS (\$100.00). YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE WEBSITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICES.

XII. INDEMNIFICATION

You agree to indemnify, hold harmless, and defend Scraping Robot, its directors, members, employees, agents, or affiliates (collectively the "Indemnified Parties") at your expense, against any and all third-party claims, actions, proceedings, and suits brought against any of the Indemnified Parties, and against all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by the Indemnified Parties arising out of or relating to (i) your breach of any term or condition of these Terms, (ii) your use of the Services or your purchase, access to, or use of any Data, products, or services sold through the Services, (iii) your unauthorized use of the Services, or (iv) your Posting of User Content. In such a case, the Indemnified Party or Parties will provide you with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. The Indemnified Party or Parties will reserve the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

If you request Scraping Robot provide you convenient access to Data, or you otherwise access Data obtained by Scraping Robot, and the creator and/or owner of such Data asserts a claim against Scraping Robot as a result of the provision of access to such Data, you agree to indemnify, hold harmless, and defend the Indemnified parties at your expense against all such claims. It is your sole responsibility to ensure that you provide Scraping Robot with all necessary rights to provide you access to the Data you request.

XIII. TERMINATION

You agree that Scraping Robot may, under certain circumstances, without prior notice, immediately terminate your Scraping Robot account, any associated email address, and access to the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations or purported breaches or violations of the Terms of Service, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Services (or any part thereof), (e) unexpected technical or security issues or problems, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Services. Further, you agree that all terminations for cause shall be made in Scraping Robot's sole discretion and that Scraping Robot shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Services.

Scraping Robot may terminate your access to the Services or to any Data if Scraping Robot is contacted by the owner or creator of the Data to which you have requested and/or received access through the Services.

You may terminate these Terms at any time by closing your account, discontinuing your use of the Services, and providing Scraping Robot with a notice of termination. Please review these Terms and our Privacy Policy for information about what we do with your account when terminated. In the event of any termination of these Terms, any provisions by which their nature should continue following termination of these Terms shall so continue.

XIV. PRIVACY

The Services are governed by the Scraping Robot Privacy Policy which is incorporated into these Terms by this reference. Please read the Privacy Policy before accessing the Services or providing any personal information through the Services.

By providing any personal or non-personal information to Scraping Robot through the Services, or by using the Services, you automatically grant, and warrant and represent that you have the right to grant, Scraping Robot a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, assignable, sublicensable, transferable license to collect, store, use, reproduce, disclose, transfer, and disseminate your collected personal and non-personal information in order to provide the services contemplated under these Terms, to manage your account, to send you communications, or for any other lawful purpose in Scraping Robot's sole discretion.

XV. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside and to comply with any other local laws affecting the transmission or posting of content or affecting the privacy of persons.

The U.S. Department of the Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations or entities, including without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. If you are located in a Sanctioned Country or are listed as an SDN, you are prohibited from registering or signing up with, subscribing to, or using the Services. If Scraping Robot determines that the Services are being used by prohibited persons, Scraping Robot will terminate any impacted accounts. Scraping Robot reserves the right to also provide notification of any such usage to the US DOT/OFAC.

XVI. MANDATORY ARBITRATION AND PROHIBITION ON CLASS ACTIONS

The parties hereto agree and understand that any dispute or claim related to your use of the Services, any disputes regarding any alleged breach of these Terms, to the extent such dispute cannot otherwise be resolved, as well as any other action to enforce these Terms or for the breach of these Terms, shall be referred to final and binding arbitration, and not in court. The Federal Arbitration Act and federal arbitration law apply to this agreement.

Any arbitration proceeding will take place in the State of Nebraska, USA, subject to the laws of the State of Nebraska, USA and will otherwise be governed by the then-current commercial arbitration rules of the American Arbitration Association, and the parties hereto expressly waive their rights, if any, to have any such matters heard by a court or jury, or administrative agency whether federal or state. The parties in any arbitration to enforce this agreement or remedy its breach will equally share the costs associated with such arbitration proceedings; provided, that, each party shall pay its own attorney's fees. Within fourteen (14) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within

ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

Both parties agree that any dispute resolution proceedings (including any arbitrations and any court proceedings) will be conducted only on an individual basis and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class actions and class arbitrations are prohibited. If for any reason a claim proceeds in court rather than in arbitration, each party hereby waives any right to a jury trial. Both parties also agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

XVII. HYPERLINKS

A link from the Services to a non-Scraping Robot website does not mean that Scraping Robot endorses or accepts any responsibility for the content, functioning, policies, or use of such website, and you enter any such website at your own risk. It is your responsibility to take precautions to ensure that whatever websites or other online materials that you select for use are free of viruses and other items of a destructive nature. Additionally, we suggest you review the linked site's terms of service and privacy policy, and if you do not agree to be bound by the terms of that site, terminate your visit to that site. We are not responsible for the privacy policies and practices of the sites operated by our business partners or other third parties. Scraping Robot expressly disclaims any liability related to such sites. Scraping Robot also prohibits unauthorized hypertext links to the Services or the framing of any content available through the Services. Scraping Robot reserves the right to disable any unauthorized links or frames.

XVIII. MISCELLANEOUS

Severability. If any provision of these Terms of Use is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded.

Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Governing Law and Venue. These Terms will be governed by and construed in accordance with the laws of the State of Nebraska, USA, without regard to the principles of conflicts of law. Subject to the mandatory arbitration provision contained above, each party agrees to submit to the exclusive and personal jurisdiction of the state and federal courts located in Douglas County, Nebraska.

Waiver and Severability of Terms. The failure of the party to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and to construe such provision to the maximum extent permitted by law so as to render that provision valid and enforceable, and the other provisions of the Terms

of Use remain in full force and effect.

No Partnership. Purchase products or services from Scraping Robot does not result in any legal partnership between you and Scraping Robot.

Entire Agreement. The Terms of Service and our Privacy Policy constitute the entire understanding between you and Scraping Robot with respect to the Services and supersedes all other agreements, whether written and oral, between you and Scraping Robot.

Contact Information. All communications relating to these Terms should be directed to support@scrapingrobot.com.

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