



# MyCrowd QA

A QASource Company

MyCrowd, MyCrowd Email Test and MyCrowd QA  
General Terms of Service Agreement  
MyCrowd, A QASource Company.  
March 20, 2015

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

By using the MyCrowd.com web site or any services of MyCrowd, A QASource Company (“MyCrowd”) presented under the brand name MyCrowd or MyCrowd QA or MyCrowd Test or MyCrowd Email Test (“Services”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

MyCrowd may change any of these terms without notice. Any new features that augment the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at [mycrowd.com](http://mycrowd.com).

Violation of any of the terms below will result in the termination of your Account. While MyCrowd prohibits such conduct and Content on the Service, you understand and agree that MyCrowd cannot be responsible for the Content posted on the Service or the actions in violation of the Terms of Service by other users of the Service and you nonetheless may be exposed to such materials. **YOU AGREE TO USE THE SERVICE AT YOUR OWN RISK.**

## A. Account Terms

You must provide and confirm a valid email address, and any other information requested in order to complete the signup process. You must provide your legal full name when requested.

You must be 16 years or older to use this Service.

Accounts must be created manually by a human, not a machine. Accounts registered by “bots” or other automated methods are not permitted. Automated systems attempting to create accounts will be recorded and reported to the authorities as hack attempts.

You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others using your account or who have accounts under your account). You agree not to use the Service to post false or misleading Task descriptions. You may not post Tasks that are inappropriate for the Service audience, viewers, or visitors, as more fully described below. MyCrowd shall have sole discretion, in determining the appropriateness of any content posted to or available through the Service. You shall not falsify your identity or the identity of any third-party.

You are responsible for maintaining the privacy and security of your password and account access. MyCrowd cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

One person or organization may not redeem more than one Free Test or Free Credit without the written consent of MyCrowd.

Unless specifically authorized, you may not use more than one Gift Card per account.

You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

You must use the Service on a property that you own or have legal control over. You cannot use the service on any other property without written consent of the owner.

Referrals and Affiliates are subject to the Affiliate Agreement.

#### B. Remote Access Terms

Customers may access their MyCrowd account data via any number of remote tools, browser extensions or API's. All use of the API, including use of the API through a third-party product that accesses MyCrowd, is bound by these Terms of Service plus the following specific terms:

MyCrowd reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API, or any part thereof with or without notice.

Abuse or excessively frequent requests to MyCrowd via remote tools or the API may result in the temporary or permanent suspension of your account's access to the API. MyCrowd, in its sole discretion, will determine abuse or excessive usage of the API. MyCrowd will make a reasonable attempt via email to warn the account owner prior to suspension.

You expressly understand and agree that MyCrowd shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from your use of the API or third-party products that access data via the API.

### C. Posting Tasks, Tests or Bug Hunts to the Crowd Platform

A Task means posting a request directly, starting a Bug Hunt, starting an Email Test, starting a Regression Test, restarting any test, or examining certain websites, applications or emails with intent to determine if a Test Script runs correctly or a Bug or Defect exist, gather Feedback, verify proper execution or display and to optionally inform you of the existence and nature of any Bugs or Defects or Feedback or Results.

- When starting a new Task, Customer is committing to pay the Total Bounty as indicated when starting the Task.
- Customer will be responsible for paying for Bugs or Defects at the time the crowd finds and verifies. A Bug verified by the community is assumed correct unless Disputed in a timely manner as indicated below.
- Customer has 5 days to review all Bugs from the day the Task completes, or is Stopped by the Customer or Stopped by MyCrowd for any reason. After 5 days, all Bugs shall be deemed accepted and the Customer will be charged; Customer has 5 days to Dispute a Bug or it will automatically be accepted and you will be billed.
- Customer will be billed as Bugs are accepted, either manually by the Customer or automatically by the system. MyCrowd reserves the right to limit the number of visible Bugs at any time in order to ensure it's policies and good faith of the platform are being followed.
- Upon the conclusion of a Task and in the event the number of Bugs is less than the committed Bounty, the Customer's obligation shall equal the total amount of Bugs delivered.
- Customer can stop a Task at any time. Shortly after stopping a Task, no new Bugs will be collected. The stopping of the test may not be instantaneous based on the status of the current MyCrowd system. All Bugs currently in process will complete their natural flow through the system and if verified, will be counted against Customer balance.
- Customer may Dispute up to, but never exceeding 10% of a Task's Bugs, as calculated by the total bounty amount as a ratio of the cost of Bugs.

Customer must provide the reason for your dispute and any support explanation. Disputing a Bug does not remove Customer's obligation to pay for the Bug. MyCrowd will review the Disputed Bug and make a judgment. MyCrowd may uphold or overturn a request to Dispute a Bug for any reason. This decision is final.

- Customer will not unreasonably Dispute or reject a Bug as this does harm to the community and undermines the goodwill of the platform. Repeated Disputes are grounds for account termination.
- MyCrowd, at its sole discretion may suspend, terminate or otherwise end its relationship with Customer for any real or perceived abuse of the platform, or any other reason at any time. The result of which will be the immediate Stopping of all running tests, and billing of all then verified Bugs. At MyCrowd's discretion, all Content may be removed from MyCrowd servers.
- Customer needs to have a valid payment method stored on the system at all times in order to start a Task or review the results of a Task. Removal, Blocking or Canceling of a payment method in no way removes your obligation to pay the full Bounty amount when starting a Task. MyCrowd will seek all methods necessary to collect the due amounts.
- MyCrowd reserves the right to periodically confirm your payment method remains valid. This could happen at the beginning of a Task, during the Task performance or after a Bug is reported or after the Task is completed. Failure to confirm will result in the immediate locking of the current Task results and the pausing of the Task and at MyCrowd's discretion, the deactivation or termination of the account.

If Customer does not post new Paid Tasks for a period of 180 days, Customer's account may be closed and all credits remaining in it may be forfeited.

Customer shall promptly, but in any event no later than 5 days after a tester has submitted a Bug, inform MyCrowd whether to Dispute and deny payment for the Bug. Failure to respond in this period will be deemed to be an authorization to pay the tester for the Bug. An authorization once given cannot be rescinded. MyCrowd shall then post to account of the Tester who submitted the Bug the amount Customer specified for the Bug, less payment fees.

In the event that Customer elects to use the option of posting a Task that requires testers to agree to your specific terms and conditions ("Tester Agreement"), and that Customer's account has sufficient privileges to do so, Customer agrees and understand that any Tester Agreement cannot modify or conflict with MyCrowd standard terms and conditions for testers and that in the event of a conflict, MyCrowd terms and conditions shall control.

#### D. Licenses to MyCrowd and Reporting

Customer Data. You expressly grant, and you represent and warrant that you have all rights necessary to grant, to MyCrowd, a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, develop, transmit,

distribute, modify, reproduce, publicly display, and create derivative works of any Customer Data for the purposes of (i) providing the Service (ii) developing, maintaining, supporting, and improving the Services; (iii) marketing, promoting and advertising the Service so long as any Customer Data is not reasonably identifiable with an individual; and (iv) creating and distributing reports so long as any Customer Data is not reasonably identifiable with an individual.

**Marketing.** You expressly grant, and represent and warrant that you have all rights necessary to grant, to MyCrowd, a royalty-free, sublicensable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, publish, edit, and distribute any of Your Marks, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, to identify you as a customer of MyCrowd in connection with any marketing, promotion, or advertising of the Service.

**Customer Name and Logo.** You expressly grant, and represent and warrant that you have all rights necessary to grant, to MyCrowd, a royalty-free, sublicensable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, and distribute your name, logo, or any other identifying words or marks used by and/or associated with you to identify you (“Your Marks”), 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 to identify you as a customer of MyCrowd. Unless otherwise approved in writing by you, we will not remove, obscure, or alter any of Your Marks. MyCrowd acknowledges that all goodwill generated through our use of any of Your Marks will inure to your benefit and we hereby assign and will assign to you any and all goodwill generated through our use of any of Your Marks, without any payment or other consideration of any kind to us.

**Case Studies.** You expressly grant, and represent and warrant that you have all rights necessary to grant, to MyCrowd, a royalty-free, sublicensable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, publish, edit, and distribute any of Your Marks, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with identifying you in case studies relating to your use of the Service.

**Customer References.** You expressly grant, and represent and warrant that you have all rights necessary to grant, to MyCrowd, a royalty-free, sublicensable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, publish, edit, and distribute any of Your Marks, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, to identify you as a customer of MyCrowd in connection with providing customer references regarding the Service to other Users.

**Reporting.** In the event that MyCrowd determines that it has a reporting obligation in connection with your use of the Service you agree to provide MyCrowd with such

information or complete such forms as MyCrowd deems in its sole discretion are necessary to comply with that reporting obligation. You agree that MyCrowd may withhold payment on any sums due to you until you comply.

Tech Community. You agree and acknowledge that MyCrowd may share anonymous information with the high-tech community, including data related to general testing time, standards, average number of bugs found, the number of bugs fixed and additional aggregated statistical reports regarding Companies' applications that are being or have been tested. MyCrowd will not specify any Company's name or provide personal information relating to the Company (i.e. such as e-mail addresses, accounts or financial information), but may mention the business areas or industries in which Companies operate and/or the type of applications or software being tested.

#### E. Payment, Refunds, Retainers, Upgrading and Downgrading Terms

All paid plans must enter a valid credit card owned by the customer or its affiliate. Trial accounts are not always required to provide a credit card number.

An upgrade from the free plan to any paying plan will immediately bill Customer, after which billing will occur on the same day of the month preceding service.

The Service is billed in advance on a monthly or annual basis and is non-refundable. There will be no refunds or credits for partial months or years of service, upgrade/downgrade refunds beyond those described in E.5, or refunds for months or years unused with an open account. MyCrowd may on its sole discretion offer refunds. In no event will refunds be made for Tasks, Tests or Bug Hunts that have been run for which bugs have already been reported.

For any upgrade or downgrade in plan level, Customer credit card will be charged the full amount of the new plan minus a credit reflecting the prorated amount already paid for that billing cycle. If the credit amount is greater than 0, Customer will not be charged until the beginning of the next billing cycle. Any credit amount in excess of the new plan amount will be forfeited.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. You explicitly acknowledge that it is your obligation to comply with all government regulations which require the reporting of sums paid to Testers by MyCrowd. You agree to indemnify and hold MyCrowd harmless from any claims made against it resulting from your failure to comply with this paragraph.

Retainers paid to MyCrowd are non-refundable. Cancellation of tests or Custom Services requiring a retainer will result in the forfeiture of the retainer and possible

charges for any additional work that is in progress as outlined by specific Purchase Orders or Custom Service Agreements.

Customer shall not chargeback any credit card payments to MyCrowd. Any such chargeback will result in an additional payment to MyCrowd of US\$450 per incident which is a reasonable estimate of MyCrowd's additional administrative costs. Customer is responsible for any fees and costs (including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees) incurred by MyCrowd in enforcing collection of fees.

Custom Services are offered MyCrowd on an at-will basis. Requirements, timelines and pricing for Custom Services engagements will be determined at the time of the engagement and such terms will act as a sub-contract to the MyCrowd Terms of Service Agreement. All of the terms of the MyCrowd Terms of Service Agreement shall apply to Custom Services. In no case shall the terms of the Custom Service Agreement override terms in this agreement. In cases where there is a conflict, the MyCrowd Terms of Service shall govern.

Custom Services Setup and Recruiting – MyCrowd, at its sole discretion, may waive any or all Setup and Recruiting Fees associated with the running of a Customer Solution. MyCrowd will provide a Price-Per-Tester cost as agreed by the customer in writing. MyCrowd may optionally provide an estimate for the Setup and Recruiting fees. MyCrowd shall attempt to recruit a Target Number of testers as requested by the customer and defined by the test requirements. Prior to commencement of recruiting, MyCrowd must receive a retainer equal to half of the Target Number of testers being recruited. In the event the Customer cancels the test for any reason other than breach by MyCrowd, the Customer is obligated to compensate MyCrowd for the Setup and Recruiting Time, never to exceed the total budget for the test and MyCrowd will provide a hourly breakdown upon request.

#### Custom Services Rates:

- "Rush Fees" shall apply to any test that is requested to start within five (5) business days of finalizing the test requirements. Rush Fees shall be determined at the time of requirements definition.
- "Standard Rates" shall be during normal working hours, 8:00am PT – 6:00pm PT.
- "After Hour Rates" shall apply to all work done outside the normal working hours of 8:00am PT – 6:00pm PT. This means that nights, holidays and weekends are considered After Hours Rates.
- Rates (represented below as Standard rate/ After hours)
  - o Test Setup Fees (not including script writing or recruiting):
    - \$75 / \$125
  - o Script Writing:
    - Junior Script Writer: \$25 / \$45
    - Senior Script Writer: \$75 / \$125
  - o Account Management:

- \$35 / \$55
- Recruiting:
  - \$65 / \$115
- Misc:
  - \$35 / \$55

Downgrading Customer's Service plan may cause the loss of Content, Tasks, features, or capacity of Customer's Account. MyCrowd does not accept any liability for such loss.

All transactions with the Service and MyCrowd must be in U.S. Dollars and by methods identified by MyCrowd on the Service. Any amounts displayed on MyCrowd in other currencies are for reference purposes only. In the event that MyCrowd accepts payment in currency other than U.S. dollars, MyCrowd or its payment processors shall, at its sole discretion set the rate of exchange. All fees and payments are rounded up to the nearest cent.

#### F. Modifications to the Service and Prices

MyCrowd reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services, including but not limited to monthly or annual subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the MyCrowd Site ([www.MyCrowd.com](http://www.MyCrowd.com)) or the Service itself.

MyCrowd shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

#### G. Cancellation and Termination

Customer is solely responsible for properly canceling their account. An email or phone request to cancel your account may not be considered a cancellation unless Customer received email confirmation of such request.

We reserve the right to delete all of your Content and Tasks from the Service upon cancellation, but are under no obligation to do so. This information cannot be recovered once your Account is cancelled.

If you cancel the Service before the end of your current paid up month or year, your cancellation will take effect immediately and you will not be charged again.

MyCrowd, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other MyCrowd service, for any reason at any time. Such termination of the Service will result in the



deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all test results, bug reports, or Content in your Account, including any credits or monies previously paid. MyCrowd reserves the right to refuse service to anyone for any reason at any time.

#### H. Copyright and Content Ownership

We claim no intellectual property rights over the material you test using the Service. Your Task, testing instructions, and other materials uploaded remain yours. However, by submitting your Task for testing, you agree to allow others to view your Content which can include results of tests, bug, bug reports or other such data.

MyCrowd does not pre-screen Content, but MyCrowd and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

You shall defend MyCrowd against any claim, demand, suit or proceeding made or brought against MyCrowd by a third party alleging that Your Content, Your Tasks, or Your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify MyCrowd for any damages finally awarded against, and for reasonable attorney's fees incurred by, MyCrowd in connection with any such claim, demand, suit or proceeding; provided, that MyCrowd (i) promptly gives You written notice of the claim, demand, suit or proceeding; (ii) gives You sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases MyCrowd of all liability); and (iii) provides to You all reasonable assistance, at Your expense.

The look and feel of the Service is copyrighted by MyCrowd, A QASource Company. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from MyCrowd.

#### I. Noni Circumvention and Noni solicitation

You acknowledge that MyCrowd is a marketplace where customers and workers are brought together in the performance of tasks. You agree not to circumvent the Payment Methods offered by the Site. By way of illustration and not in limitation of the foregoing, you must not: a) Submit proposals or solicit parties identified through the Site to contact, hire, manage, or pay outside the Site. b) Accept proposals or solicit parties identified through the Site to contact, deliver services, invoice, or receive payment outside the Site.

You agree to notify MyCrowd immediately if another person improperly contacts you, offers services or suggests making or receiving payments outside of the Site. If you are aware of a breach or potential breach of this noni circumvention policy,

please submit a confidential report to MyCrowd by sending an email message to: [concierge@mycrowd.com](mailto:concierge@mycrowd.com).

#### J. Custom Services and Projects

MyCrowd may engage with customers for Custom Services or Custom Projects. These Customer Services are bound by this Terms of Service Agreement except where such provisions of the Customer Services engagement conflicts with provisions in this agreement. During such conflicts, the terms of the Custom Services Agreement shall supersede the terms of this agreement. All amended or additional terms must be agreed to in writing by both parties.

#### K. General Conditions

Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis. MyCrowd makes no representation or warranty concerning the honesty, capabilities, experience, work history or financial condition of Testers who use MyCrowd. You agree that no guarantee is given that any or all bugs in a Company's software shall be found and diagnosed as a result of engaging Testers through the Service.

You agree that your use of the Service does not permit you to claim that you are affiliated with or in any way associated with MyCrowd, including representing yourself as such on social networks, job sites, or any of its affiliates or subsidiaries or send any unsolicited e-mail (spam) in any way referring to any of the foregoing. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, MyCrowd, or any other MyCrowd service.

You understand that MyCrowd uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You acknowledge that MyCrowd undertakes no review of the legitimacy, financial condition skill, knowledge, ability or honesty of a Tester and you acknowledge that you are assuming all risk and liability associated with using MyCrowd and soliciting the services of a Tester by means of MyCrowd.

You understand and agree that the Service's purpose is as a two-sided marketplace who brings Customers, who wish to have their Mobile Apps, Website, Email Content or other (Collectively called “Product”) reviewed and persons who are willing to perform the service of reviewing the Product.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by MyCrowd.

You agree not to distribute unsolicited commercial messages (spam) through your account on the Service.

You may use MyCrowd subdomains (if any) solely as permitted and intended by the Service and for no other purpose. You may not use MyCrowd subdomains in violation of MyCrowd's trademark or other rights or in violation of applicable law. MyCrowd reserves the right at all times to reclaim any MyCrowd subdomain without liability to you.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any MyCrowd customer, tester, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.

You must not transmit any worms or viruses or any code of a destructive nature.

If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by MyCrowd) of other MyCrowd customers, we reserve the right to immediately disable your account or throttle your bandwidth consumption.

MyCrowd does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected. You understand that you assume all risk associated with the receipt of data or information from Testers, even if paid by MyCrowd, in the event that such information is illegally transferred to you in any jurisdiction having jurisdiction of you, a Tester, MyCrowd or the Service. You agree to indemnify and hold MyCrowd harmless as a result of such transfer.

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services. YOU EXPRESSLY UNDERSTAND AND AGREE THAT

MYCROWD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MYCROWD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (V) OR ANY OTHER MATTER RELATING TO THE SERVICE.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF MYCROWD, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN) EXCLUDING AMOUNTS PAID TO TESTERS THROUGH YOUR USE OF THE SERVICE. IN ALL CASES, MYCROWD, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

The failure of MyCrowd to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and MyCrowd and governs your use of the Service, superseding any prior agreements between you and MyCrowd (including, but not limited to, any prior versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governed under Delaware law.

Issues or Questions regarding this Terms of Service should be sent to: [conciierge@MyCrowd.com](mailto:conciierge@MyCrowd.com).

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## **Tester Terms of Service**

1. Your relationship with MyCrowd, A QASource Company
  - 1.1 Your submission of bugs (as the term "bug" is defined in 6.1) to MyCrowd, A QASource Company Site (hereinafter the "Site") is subject to the terms of a legal agreement between you and MyCrowd, A QASource Company (hereinafter "MyCrowd"), whose registered office is located at

145 Corte Madera Town Center, Corte Madera, CA 94925. This document explains the terms of that agreement.

1.2 Unless otherwise agreed in writing with MyCrowd, your agreement with MyCrowd will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “BASIC Terms”.

1.3 Your agreement with MyCrowd will also include any Legal Notices applicable to your use of MyCrowd in addition to the BASIC Terms. All of these are referred to below as the “Supplemental Terms”. Where Supplemental Terms apply to your submission of bugs these will be accessible for you to read either within, or through your use of MyCrowd.

1.4 The Basic Terms, together with the Supplemental Terms, form a legally binding agreement between you and MyCrowd in relation to your use of MyCrowd. It is important that you take the time to read them carefully. Collectively, these Terms are referred to as the “Agreement”.

1.5 If there is any contradiction between what the Supplemental Terms say and what the Basic Terms say, then the Supplemental Terms shall take precedence in relation to the use of MyCrowd.

## 2. Accepting the Terms

2.1 In order to use MyCrowd, you must first agree to the Agreement.

2.2 You can accept the Agreement:

(A) by clicking to register for an account or accept or agree to the Agreement, where this option is made available to you by MyCrowd in the user interface; or  
(B) by actually using MyCrowd. In this case, you understand and agree that your use of MyCrowd is acceptance of the Agreement from that point onwards.

2.3 You may not use MyCrowd and may not accept the agreement if (a) you are not of legal age to form a binding contract with MyCrowd, or (b) you are a person barred from using MyCrowd under the laws of the United States or other countries including the country in which you are resident or from which you use MyCrowd.

2.4 Before you continue, please print off or save a copy of the Basic Terms for your records.

## 3. Language of the Agreement

3.1 This Agreement is in the English Language. If MyCrowd has provided a translation or summary in another language it is only for your convenience. You agree that the English meaning governs the Agreement.

3.2 If there is any contradiction between the English language version of the Agreement and a translation or summary then the English language version shall take precedence.

## 4. Use of MyCrowd by You

4.1 In order to use MyCrowd, you may be required to provide information about yourself (such as identification, contact details or payment information) as part of the registration and/or payment process for MyCrowd, or as part of your continued use of MyCrowd. You agree that any registration and/or payment information you give to MyCrowd will always be accurate, correct and up to date.

4.2 You agree to use MyCrowd only for purposes that are permitted by (a) the Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by MyCrowd, unless you have been specifically allowed to do so in an agreement with MyCrowd. USE OF BOTS, PAGE SCRAPPERS OR OTHER AUTOMATED MECHANISMS IS STRICTLY PROHIBITED.

This includes using such means to detect the start of new tests, change in status of tests, the community review list or any other aspect of the MyCrowd website or platform. If we detect the use of bots- the associated accounts will be permanently closed.

4.4 You agree that you will not engage in any activity that interferes with or disrupts MyCrowd (or the servers and networks which are connected to MyCrowd).

4.5 Unless you have been specifically permitted to do so in a separate agreement with MyCrowd, you agree that you will not reproduce, duplicate, or copy MyCrowd.

4.6 You agree that you are solely responsible for (and that MyCrowd has no responsibility to you or to any third party for) any breach of your obligations under the Agreement and for the consequences (including any loss or damage which MyCrowd may suffer) of any such breach.

## 5. Customer Account Security

5.1 Customer agrees and understands that MyCrowd makes all reasonable commercially viable efforts to maintain a safe and secure environment. It is exclusively the Customer's responsibility to insure that Customer's login and password does not improperly identify a party to be Customer, since MyCrowd will exclusively rely on that identification in providing access to Customer's account.

5.2 Accordingly, you agree that you will be solely responsible to MyCrowd for all activities that occur under your account. Any payment made by MyCrowd to the location designated by your account at the time of payment shall be deemed payment to you whether or not you actually receive the amount paid and shall satisfy any and all obligations of MyCrowd.

5.3 If Customer becomes aware of any unauthorized use of Customer's account Customer must notify MyCrowd immediately.

## 6. Role and Use of MyCrowd

6.1 You agree that MyCrowd is simply a means to bring parties who wish to have a discrepancy, defect, feedback, validation, review, test or error in their software, website, email or application ("Bug" or "Bugs") detected and you, who wish to examine that software for Bugs.

6.2 You agree that you will not use this Site or any information provided or obtained from this Site to contact or attempt to contact another party who is submitting Bugs on this Site or any party who has identified software on this Site to be debugged, except by means and in a manner expressly permitted by MyCrowd.

6.3 You agree that MyCrowd is time sensitive and that information and postings on the can change frequently on MyCrowd. MyCrowd may contain referrals to other

web sites which MyCrowd can not review or endorse and it undertakes no such obligations. Therefore you agree to assume all responsibility for any information or material you encounter by the use of MyCrowd which may be misleading, deceptive, offensive, and inaccurate or in any other manner or form objectionable. You agree to use prudence, caution and common sense when using MyCrowd.

6.4 You agree that MyCrowd simply brings you and clients together and it does not conduct, nor can it conduct and review of any kind concerning the honesty, competence, reliability, character or any other attribute of the client. You agree to assume all risk associated with use of MyCrowd and any interaction or transaction associated with MyCrowd.

6.5 You agree that in connection with your use of MyCrowd you will not attempt to duplicate or reverse engineer or in any other way appropriate property of clients or MyCrowd available or described on MyCrowd.

6.6 You agree that your conduct on MyCrowd or with other persons or clients associated with MyCrowd will at all times be professional and courteous.

6.7 By submitting content you hereby grant MyCrowd and MyCrowd a world-wide, perpetual, royalty-free license to use, copy, modify, display and perform such content, under your intellectual and property rights worldwide.

## 7. Privacy and Your Personal Information

7.1 For information about MyCrowd's data protection practices, please read MyCrowd's privacy policy. This policy explains how MyCrowd treats your personal information, and protects your privacy, when you use MyCrowd.

7.2 You agree to the use of your data in accordance with MyCrowd's privacy policies in addition you specifically agree to permit MyCrowd to share your information with Clients, as the term is defined in 9.4 below.

## 8. Requirements for the Submission of Bugs

8.1 In order to be eligible for payment a Bug must be submitted in the manner and form described in the MyCrowd Terms of Service at the time of submission.

8.2 You agree that MyCrowd in its sole discretion shall determine whether a Bug has been submitted as required by 8.1.

8.3 You represent and warrant that you have legal right to content which you submit to or in connection with MyCrowd and that content you submit does not infringe the or misappropriate the property of a third party or does not infringe or violate any law or regulation, or that it will be obscene, defamatory or libelous, or contain viruses or other programming routines designed to damage or interfere with the operation of MyCrowd or client's software, or intercept or appropriate any system or personal data.

8.4 You agree not to insult, attack, or otherwise conduct yourself poorly as a member of the community.

## 9. Referrals and Affiliates

9.1 You may be entitled to a referral commission described in the MyCrowd Affiliate Agreement. You may not refer yourself or create multiple accounts for referrals to obtain referral commissions. You may not partner with another person to share or

transfer the commission made from your own account. Commissions will be included in your account and must meet the terms in 10 herein for payment. No referrals apply for someone who is an employee of MyCrowd, its parent or affiliate in any capacity.

9.2 Additional conditions and rates for referrals are contained in the MyCrowd Affiliate Agreement.

## 10. Conditions for Payment for Bugs

10.1 You agree that MyCrowd and any client of MyCrowd whose software is identified on MyCrowd as software, whose owner/designers will pay for Bugs identified in their software ("Client"), shall determine in their sole discretion whether a party who submits a Bug is entitled to payment. Only the First party who submits a specific Bug shall be entitled to payment. You will receive notification of the determination as to whether a Bug you identified entitles you to payment or has been rejected by notification on MyCrowd.

10.2 Determination as to whether a Bug qualifies for payment is final unless specific provisions on MyCrowd permit that determination to be contested. You agree that MyCrowd and each client shall have the right to unilaterally accept or reject a bug reported by you and that you shall not receive payment in the event of such rejections, and you agree that MyCrowd shall have no liability in the event of such rejections.

10.3 You shall be responsible for payment of all payment fees associated with your account, which shall be deducted from the amount due to you.

10.4 MyCrowd has no obligation to pay you for Bugs submitted and approved until the amount owed to you exceeds a certain minimum amount in any calendar year ("Accrued Minimum Amount") which is identified on MyCrowd. MyCrowd in its sole discretion may change The Accrued Minimum Amount and it shall apply to all sums that have presently accrued in your account. Payment shall be made on or about the 20th of the month for all amounts in your account in the preceding month provided that in the preceding month the amount in your account exceeds the Accrued Minimum Amount. Amounts in your account that are not paid shall continue to accrue until such time as the Accrued Minimum Amount is met or the account is closed and the amount remaining in the account is forfeited. If you do not accrue more than the Accrued Minimum Amount in any 365 day period after the account is opened, then the MyCrowd may close the account and all accrued sums are forfeited.

10.5 MyCrowd shall have no obligation to pay you for Bugs identified in the software of third parties ("Clients") on MyCrowd which you have identified and it has been determined that you are entitled to payment until such time as MyCrowd receives the payment, including fees due MyCrowd from the Clients.

10.6 MyCrowd shall only be obligated to make payments in US Dollars and by methods identified by MyCrowd on MyCrowd. Any amounts displayed on MyCrowd in other currencies are for reference purposes only. In the event that MyCrowd or its clients elect to pay in currency other than US dollars, they shall, at the sole discretion set the rate of exchange.

10.7 You agree that MyCrowd shall only pay the amount described on MyCrowd for each Bug identified and approved regardless of the time you spend to identify the



Bug. The price paid per bug may change from time to time based on numerous factors, so you must check MyCrowd regularly to determine current prices. The price for a bug is determined by the price posted on MyCrowd at the time of the bug's submission.

10.8 You agree that it is your obligation to arrange for payment by one of the means which MyCrowd has identified on MyCrowd. In the event that you have not done so within 90 days of the time at which the amount in your account meets the Accrued Minimum Amount, you shall forfeit the entire amount accrued in your account.

10.9 All fees and payments may be rounded up to the nearest cent.

## 11 Taxes and Other Governmental Obligations

11.1 You agree that it is your obligation to comply with all applicable governmental regulations related to your receipt of any monies paid to you by MyCrowd including but not limited to the reporting of all sums received from MyCrowd and the payment of all taxes you may owe as a result of the monies received from MyCrowd.

11.2 You agree to indemnify and hold MyCrowd harmless for any claims made against that result from your failure to comply with 10.1.

11.3 In the event that MyCrowd determines that it has a reporting obligation in connection with funds paid to you agree to provide MyCrowd with such information or complete such forms as MyCrowd deems in its sole discretion are necessary to comply with that reporting obligation, including, but not limited to a W9, W8 and accompanying identification.

11.4 You agree that MyCrowd may withhold payment on any sums due to you until you comply with 11.3.

## 12. Risk With Respect To Client Software on Site

12.1 MyCrowd makes no representation or warranty concerning the honesty or financial condition of Clients who use MyCrowd, including but not limited to any verification information.

12.2 You understand that you assume all risk associated with the receipt of sums from Clients, even if paid by MyCrowd, in the event that such sums are via fraudulent or illegal means and you agree that you will return any sums paid to you that have been determined that by a governmental entity having jurisdiction over you or MyCrowd, or both determine is to be repaid.

12.3 You agree to indemnify and hold MyCrowd harmless as a result of your failure to comply with 12.2.

## 13 Nature of Accounts

13.1 You agree that you will have no more than one account on MyCrowd in which you are directly or indirectly the beneficial party in interest, regardless of the name or description of the account.

13.2 In the event you do not comply 13.1, MyCrowd shall have the right to terminate all accounts and you shall forfeit all amounts accrued in the forfeited accounts.

13.3 You may not use an account of MyCrowd to earn sums on Client software where you have a beneficial interest in that Client software, or where you have an

obligation, directly or indirectly, by employment or contract or otherwise to provide programming services in connection with that software. In the event that you do not comply with this provision, MyCrowd may immediately terminate all of your accounts and you will forfeit all accrued sums. In addition, you shall be obligated to return all sums paid to you by MyCrowd through the account and you hereby consent to judgment for sums which you are required to return pursuant to this provision.

#### 14. Ownership of Bugs, Issues and Feedback Identified

14.1 By submission of a Bug you hereby grant to MyCrowd all rights title and interest of any kind, property right or otherwise, to MyCrowd regardless of whether you are paid for the submission.

14.2 MyCrowd shall have the unrestricted right to transfer, disclose or disseminate information provided as a Bug in any way it chooses.

14.3 By submission of a Bug you hereby warrant and represent that you have the legal right to make the submission, that it is not a duplicate of another, that it is valid and you grant the rights described herein.

#### 15. Dispute Between You and Client

15.1 You understand and agree that MyCrowd's sole purpose is to serve as a two-sided marketplace bringing together Clients who wish to have their software reviewed and persons who are willing to perform the service of reviewing the software.

15.2 You acknowledge that MyCrowd undertakes no review of the legitimacy, financial condition, of clients and you acknowledge that you are assuming all risk and liability associated with using MyCrowd and performing services for any client on MyCrowd.

#### 16. Proprietary rights

16.1 You acknowledge and agree that MyCrowd (or MyCrowd licensors) own all legal right, title and interest in and to MyCrowd, including any intellectual property rights which subsist in MyCrowd (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that your use of MyCrowd may result in the disclosure of information which is designated confidential by MyCrowd and that you shall not disclose such information without MyCrowd's prior written consent.

16.2 Unless you have agreed otherwise in writing with MyCrowd, nothing in the BASIC Terms gives you a right to use any of MyCrowd's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

16.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with MyCrowd, then you agree that your use of such features shall be in compliance with that agreement and any applicable provisions of the Agreement.

16.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained on MyCrowd.

16.5 Unless you have been expressly authorized to do so in writing by MyCrowd you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

16.6 You acknowledge that information disclosed to you by MyCrowd or a Client of MyCrowd with respect to software to be debugged is their property and you agree not to disclose any information concerning this software that is not in the public domain to any party without the express written consent of MyCrowd or its Client, whoever was the source of the disclosure.

## 17. Your Relationship With MyCrowd

17.1 You agree that your use of MyCrowd does not constitute employment of you by MyCrowd or its Clients.

17.2 You agree that your use of MyCrowd does not permit you to claim that you are affiliated with or in any way associated with MyCrowd, A QASource Company or any of its affiliates or subsidiaries or send any unsolicited e-mail (spam) in any way referring to any of the foregoing or Clients of MyCrowd.

17.3 You agree that your use of MyCrowd does not create any legal relationship between you, MyCrowd and MyCrowd, except as expressly stated in this Agreement.

17.4 You agree not to represent yourself as an employee of MyCrowd on any social networks, business networks, recruiting sites or other similar public or private properties.

## 18 Ending your relationship with MyCrowd

18.1 The BASIC Terms will continue to apply until terminated as set out below.

18.2 If you want to terminate this agreement with MyCrowd you may do so by (a) notifying and (b) closing your account on MyCrowd, where MyCrowd has made this option available to you. Your notice should be sent by email to [conciierge@mycrowd.com](mailto:conciierge@mycrowd.com).

18.3 MyCrowd may at any time, terminate this agreement with you if:

(A) you have breached any provision of the Agreement (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Agreement); or

(B) MyCrowd is required to do so by law (for example, where use of MyCrowd by you is, or becomes, unlawful); or

(C) MyCrowd is transitioning to no longer providing the access to MyCrowd to users in the country in which you are resident or from which you use MyCrowd; or

(D) the use of MyCrowd by you is, in MyCrowd's opinion, no longer commercially viable.

18.4 When this Agreement comes to an end, all of the legal rights, obligations and liabilities that you and MyCrowd have benefited from, been subject to (or which have accrued over time whilst this Agreement have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## 19. EXCLUSION OF WARRANTIES

19.1 NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT MYCROWD'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

19.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF MYCROWD IS AT YOUR SOLE RISK AND THAT MYCROWD'S USE IS PROVIDED "AS IS" AND "AS AVAILABLE."

19.3 IN PARTICULAR, MYCROWD, ITS SUBSIDIARIES AND AFFILIATES, CLIENTS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR AND THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE WILL BE CORRECTED.

19.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MYCROWD IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE INCLUDING BUT NOT LIMITED TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

19.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MYCROWD OR THROUGH OR FROM THE CLIENTS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

19.6 MYCROWD FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 20. LIMITATION OF LIABILITY

20.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 20.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT MYCROWD, ITS SUBSIDIARIES AND AFFILIATES, CLIENTS AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
- (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY FACT, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY CLIENT THAT APPEARS ON MYCROWD;  
(II) ANY CHANGES WHICH MYCROWD MAY MAKE TO MYCROWD, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF MYCROWD (OR ANY FEATURES WITHIN MYCROWD);  
(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF MYCROWD;  
(III) YOUR FAILURE TO PROVIDE MYCROWD WITH ACCURATE ACCOUNT INFORMATION;  
(IV) YOUR FAILURE TO KEEP YOUR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;  
(V) THE FACT THAT BUGS YOU SUBMITTED WERE NOT APPROVED FOR PAYMENT OR ACCRUED SUMS WERE FORFEITED;

20.2 THE LIMITATIONS ON MYCROWD'S LIABILITY TO YOU IN PARAGRAPH 20.1 ABOVE SHALL APPLY WHETHER OR NOT MYCROWD HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

21. In consideration for MyCrowd granting you access to and use of MyCrowd, you agree that MyCrowd may advertise to you through the website, application, email or other means, including the use of affiliates and partners to do so.

## 22. Other content

22.1 MyCrowd may include hyperlinks to other web sites or content or resources. MyCrowd may have no control over any web sites or resources which are provided by companies or persons other than MyCrowd.

22.2 You acknowledge and agree that MyCrowd is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

22.3 You acknowledge and agree that MyCrowd is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## 23. Changes to the Terms

23.1 MyCrowd may make changes to the BASIC Terms or Supplemental Terms from time to time. When these changes are made, MyCrowd will make a new copy of the BASIC Terms available and any new Supplemental Terms will be made available to you from within, or through, MyCrowd.

23.2 You understand and agree that if you use MyCrowd after the date on which the BASIC Terms or Supplemental Terms have changed, MyCrowd will treat your use as acceptance of the updated BASIC Terms or Supplemental Terms.

## 24. General legal terms

24.1 Sometimes when you use MyCrowd, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Agreement with MyCrowd does not affect your legal relationship with these other companies or individuals.

24.2 This Agreement constitutes the whole legal agreement between you and MyCrowd and governs your use of the Services (but excluding any services which MyCrowd may provide to you under a separate written agreement), and completely replaces any prior agreements between you and MyCrowd in relation to MyCrowd.

24.3 You agree that MyCrowd may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on MyCrowd.

24.4 You agree that if MyCrowd does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which MyCrowd has the benefit of under any applicable law), this will not be taken to be a formal waiver of MyCrowd's rights and that those rights or remedies will still be available to MyCrowd.

24.5 YOU AGREE TO HOLD MYCROWD AND ITS AFFILIATES AND CLIENTS HARMLESS FOR ALL LOSSES, INCLUDING ATTORNEYS FEES, THAT IT MAY SUSTAIN AS A RESULT OF YOUR BREACH OF ANY WARRANTY OR FAILURE TO COMPLY WITH ANY TERM OF THIS AGREEMENT.

24.6 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Agreement is invalid, then that provision will be removed from the Agreement without affecting the rest of this Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.

24.7 You acknowledge and agree that each member of the group of companies which includes the parent, affiliate or subsidiary of MyCrowd shall be third party beneficiaries to this Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Agreement.

24.8 The Agreement, and your relationship with MyCrowd under the Agreement, shall be governed by the laws of Delaware without regard to its conflict of laws provisions. You agree that MyCrowd shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.



This Document is not copyrighted and can be freely modified, distributed or otherwise used in the public domain, in which case you agree to hold MyCrowd, its Affiliates, Partners, Employees or Friends harmless against any damages in the use of this document.

December 1, 2014