Terms of service

PLEASE REVIEW THESE TERMS CAREFULLY. ONCE ACCEPTED, THESE TERMS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND SYMBL.AI. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PLEASE DISCONTINUE YOUR USE OF THE SERVICES.

Symbl.ai is owned and operated by Rammer Technologies, Inc and its affiliates (referred to herein as "we" "us" "our" or "Symbl"). The terms "you" "your" or "User" refers to the individual party creating an account for themselves and/or the entity on behalf such individual is authorized to represent. If you are creating an account as an authorized representative on behalf of an entity, which shall be deemed to have occurred in the event you use a corporate e-mail address in connection with the creation of an account, you represent to us that you have full authority to bind that entity to these terms.

We may modify the Terms and our Services at any time, at our sole discretion. If we do so, a notification will be on our website and an email will be sent to the email on file. It's important that you review the Terms whenever we modify them as your continued use of the Services after we have posted modified Terms on the Site indicates to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then please discontinue use of the Services immediately. Because our Services are evolving over time we reserve the option to change or discontinue all or any part of the Services, at any time and without notice to you, at our sole discretion.

1. **Privacy.** Your privacy is important to us. Please review our Privacy Policy for information about the data we may collect and how we store it and use it. Our Privacy Policy is incorporated in these Terms and is available at www.symbl.ai/privacy .
2. **Scope of Services.**
    1. *Definitions*. Reference to the "Cloud Services" or "Services" in these Terms, includes all products and services that Symbl.ai offers, and/or that you order under a separately executed Order Form, or by setting up and using the Symbl.ai User account. This also includes our services provided to you on a trial basis or otherwise free of charge. Services may include products that provide both (a) the platform services, including access to any application programming interface ("API") and (b) where applicable, connectivity services, that link the Services to the telecommunication providers' networks via the Internet. When we refer to the "Symbl API" we mean an application programming interface for the Services (or feature of the Services) provided to you by us. When we refer to the "Documentation" we mean all of the Symbl API instruction manuals and guides, code samples, manuals, guides, on-line help files, and technical documentation made publicly available by us for the Services, and as may be updated from time to time. When we refer to the "User Application" we mean any software

application or service that the User makes available through or creates, using developer tools provided by Symbl.ai or that interfaces with the Services.

2. *License to Cloud Services*. You may use the Cloud Services, on a non-exclusive basis, solely to (a) use the Documentation and Symbl APIs as needed to develop your Application; (b) use and make the Services available to End Users in connection with the use of each User Application in accordance with the Documentation (c) use the Services solely in connection with and as necessary for your activities pursuant to these Terms, and (d) allow your Affiliates to use the Services.

3. *Changes to the Services*. The features and functions of the Cloud Services, including the Symbl API and our SLA, may change over time. It is your responsibility to ensure that calls or requests you make to the Services are compatible with our then-current Services. Although we try to avoid making changes to the Services that are not backward compatible, if any such changes become necessary, we will use reasonable efforts to let you know at least thirty (30) days prior to implementing those changes.

4. *Designated Affiliate use of Services*. Your affiliates mean any entity or person that controls you, is controlled by you, or under common control with you, such as a subsidiary, parent company, or employee. The term "control" means more than 50% ownership. Similarly, if we refer to our affiliates, we mean an entity or person that controls us, is controlled by us or is under common control with us. Your affiliates are not permitted to purchase Services using the Terms of Service that you accepted. Instead, your affiliates will need to accept the Terms themselves. If your affiliates use the Services under these Terms, then you and those affiliates will be jointly and severally responsible for the acts and omissions of your affiliates, including, but not limited to, their breach of these Terms. Any claim from any of your affiliates that use the Services pursuant to these Terms may only be brought against us by you on your affiliates' behalf.

3. **Creating a Symbl.ai Account.**
   1. To use the Services, you will be asked to create a User account. As part of the account creation process, you'll be asked to provide your email address, create a password, and verify your account using your email address.
   2. When registering for an account, you must provide true, accurate, current, and complete information about yourself as requested during the account creation process.
   3. You may also create sub-accounts within each account. You must keep that information true, accurate, current, and complete after you create each account.
   4. You are solely responsible for all use (whether or not authorized) of the Services under your User account(s) and any subaccount(s), including the quality and integrity of your User Data (as defined below) and each User Application (as defined below). You are also solely responsible for all acts and omissions of anyone who has access to or otherwise uses any User Application ("End Users").
   5. You agree to take all reasonable precautions to prevent unauthorized access to or use of the Services and will notify us promptly of any unauthorized access or use.
   6. We will not be liable for any loss or damage arising from unauthorized use of your User account(s).

7. You will be solely responsible, at your own expense, for acquiring, installing and maintaining all hardware, software, and other equipment as may be necessary for you and each End User to connect to, access, and use the Services.
8. You will not create multiple User Applications or Service accounts to simulate or act as a single User Application or Service account (respectively) or otherwise access the Service in a manner intended to avoid incurring fees.
9. You represent that in the event you are acting as an authorized representative, including by using a corporate e-mail address during the creation of an account, you have the full authority to bind the that corporate entity and that you are using your account on behalf of that corporate entity.

4. **Account Holder's User Data and Representations.**
   1. "User Data" consists of data and other information made available to us by or for you through the use of the Services under these Terms. If you are located in a European Economic Area (EEA), Switzerland, or the United Kingdom please contact us at support@symbl.ai to establish a proper Data Protection Addendum. It is your responsibility to contact us if you elect to use our services for your business purposes Personal data as a general matter is governed by our Privacy Policy which you agree to abide by.
   2. By using our services, you are providing permission to us to use and disclose your User Data as necessary to (a) provide the Services consistent with Symbl's then-current Privacy Policy, detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the Services, and (b) respond to any technical problems or your queries and ensure the proper working of the Services. You acknowledge, that email and SMS are an insecure medium that is generally not encrypted in transit and security of information transmitted through the Internet can never be guaranteed and, accordingly, we are not responsible for any interception or interruption of any communications through the internet or for changes to or loss of User Data in connection with the Services.
   3. You represent and warrant that you have provided (and will continue to provide) adequate notices and have obtained (and will continue to obtain) the necessary permissions and consents to provide User Data to us for use and disclosure pursuant to this section.

5. **Data Handling.**
   1. Symbl utilizes administrative, physical, and electronic measures, in accordance with good industry practice, which is designed to protect User Confidential Information from unauthorized access, use, or disclosure (collectively, the "Security Measures"), including, without limitation, the following encryption of all User Confidential Information whether at rest or when transmitted by Symbl, using then-current industry-standard strong encryption technologies. Symbl will notify User of unauthorized access to, or use, disclosure, loss, damage, or corruption of User Confidential Information within Symbl's custody or control as soon as reasonably practicable after confirmation of the same, and will reasonably cooperate with User with respect to such unauthorized access, use or disclosure.
   2. When applicable, we will process User Data in accordance with an established Data Protection Addendum if one is established between us and the User. If a DPA is established the DPA shall govern as to any conflicting term only. The user

is solely responsible for determining its location and processing of personal data and for contacting Symb.ai to establish a Data Protection Addendum.

6. **User Representations and Responsibilities.**
    1. Users are responsible for their compliance, and the compliance of their respective End Users, with these Terms of Use. "End User" means any individual or entity that directly or indirectly (a) accesses or uses your services or content, or (b) otherwise accesses or uses our Services under User's account or public-facing services (i.e. website).
    2. User is solely responsible for its User's Content and the means by which User, or an End User, has acquired and uses User's Content with and in the Cloud Services.
    3. User will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Services and notify Symbl promptly of any such unauthorized access or use.
    4. Users will use the Cloud Services only in accordance with these Terms of Use and applicable laws and government regulations.
    5. User will not, transfer, resell, lease, license any Cloud Services available to, or use any Cloud Services for the benefit of anyone other than User or its End Users.
    6. User expressly will not use the Cloud Services in order to build a competitive product or service or disassemble, decompile, or reverse engineer the Cloud Services.
    7. The user is responsible for meeting the hardware, software, and other requirements necessary to properly access and use the Cloud Services.
    8. If the User does not wish to manage the Cloud Services (applicable to only private cloud deployments), the User may enter into a separate agreement with Symbl to manage the Cloud Services.
    9. User will comply with the Terms of Use, privacy policy, and all laws, rules, and regulations applicable to User's use of the Cloud Services.
    10. You will not attempt to use the Services to access or allow access to Emergency Services (meaning, an official government-sponsored emergency telephone number (such as 911 in North America or 112 in the European Union and other locations worldwide) which is used to dispatch professional emergency responders) unless the Service is expressly approved for Emergency Services.
    11. User represents, covenants, and warrants that User will use the Services only in compliance with all applicable laws and regulations. User hereby agrees to indemnify and hold harmless Symbl against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from User's alleged violation of the foregoing or otherwise from User's use of Services. Although we have no obligation to monitor your use of the Services, we may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
    12. You represent and warrant that if you record or monitor video calls, phone calls, SMS messages, or other communications using the Services, then you will comply with all applicable laws prior to doing so and will secure all required prior consents to record or monitor communications using the Services. We make no

representations or warranties with respect to the recording or monitoring of video and telephone calls, SMS messages, or other communications. You acknowledge that these representations, warranties, and obligations are essential to our ability to provide you with access to recording and monitoring features that are part of the Services, and you further agree to indemnify us and our affiliates in accordance with the terms.

7. **User Conduct.** We encourage you to participate in our community (when available) but ask that you respect other Users and your End Users. Regardless, we do expect that any time you are using the Cloud Services you agree NOT to:

   o use language or transmit User Content through the Platform or API that may be considered offensive or profane. This includes profanity and offensive images, or other media containing obscene, sexually explicit, or excessively violent content.

   o harass or threaten other Users on the platform. Harassing behavior and language includes insults, ethnic and homophobic slurs, defamatory statements, invasive statements that may infringe on a User's privacy, or the transmission or sharing of any content that may cause another user to experience ridicule, threat, or discomfort.

   o submit material that violates a third party's proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law;

   o publish falsehoods or misrepresentations that could damage us, our Users, or any third party;

   o publish on the Platform or API, any private information of someone (like their address or phone number) without their permission;

   o submit material on the Platform or API that is unlawful, non-consensual, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or

   o impersonate another person or represent yourself or your site as affiliated with us, or our personnel.

This list is an example and is not intended to be complete or exclusive. We reserve the right, at any time and without prior notice, to remove or disable access to your Account or any User Content that we consider, in our sole discretion, to be in violation of these Terms or otherwise harmful to our Services.

8. **Proprietary Rights; Feedback.**

   0. Symbl retains all rights, title, and interest, including all intellectual property rights, to all Symbl technology included in, or used with, the Cloud Services, and any and all modifications, enhancements, customizations, upgrades, and improvements derived from or made to the Symbl technology. User Content provided to Symbl may be used to train and improve Symbl technology in a non-identifiable manner, and Symbl retains all rights, title, and interest to such technology improvements.

   1. As between you and Symbl, we exclusively own and reserve all right, title, and interest in and to the Services, Documentation, our Confidential Information, and

all anonymized or aggregated data resulting from use and operation of the Services (such as but not limited to volumes, frequencies, or bounce rates) and that do not identify a natural person as the source of the information, as well as any feedback, recommendations, correction requests, or suggestions from you or any End User about the Services

2. Users at all times shall own and will retain all right, title, and interest, including all intellectual property rights, to their User Content and Data. For purposes of these Terms, "User Content" means text, images, video, or other materials that are posted, generated, provided or otherwise made available on the User's web interface.

3. We welcome your feedback about the Services. But please know that by submitting feedback you agree that: (a) we are not under any obligation of confidentiality with respect to your feedback; (b) we may use or disclose (or choose not to use or disclose) your feedback for any purpose and in any way; (c) we own the feedback; and (d) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances for our use of your feedback.

9. **Subscription Fees.**

0. You agree to pay fees in accordance with the rates listed at https://symbl.ai/pricing-page/ . Users with paid accounts will be billed monthly starting on the day you sign up and then monthly every 30th day therefrom. If you upgrade from a free to a paid account you will be billed immediately upon upgrading and then monthly every 30th day therefrom. Each bill paid ensures your access to portions of the Services that require payment for the next thirty (30) days. There are no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open paid Account. In order to treat everyone equally, no exceptions will be made.

1. The user is responsible for paying all applicable taxes and duties on the receipt of such services. If Symbl has the legal obligation to pay or collect taxes for which User is responsible under this Terms of Use, the appropriate amount shall be invoiced to and paid by User, unless User provides Symbl with a valid tax exemption certificate authorized by the appropriate taxing authority.

10. **Temporary Suspension**

0. *Generally*. Symbl may suspend User's access, or an End User's access, to use any or all of the Cloud Services immediately upon notice to User if Symbl determines using its reasonable discretion:

    1. User's or an End User's use of the Cloud Services (i) poses a security risk to the Cloud Services or to any third party, (ii) is likely to adversely impact Symbl systems, the Cloud Services or the systems or content of any other User, (iii) could subject Symbl affiliates, or any third party to liability, or (iv) could be fraudulent;

    2. User violates these Terms of Use or is in breach of User's payment obligations and has failed to cure such breach within 15 days' written notice that payment is past due.

1. *Effect of Suspension*. If Symbl suspends User's right to access or use any portion, or all, of the Cloud Services:

1. The user remains responsible for all fees and charges the User incur during the period of suspension; and,
2. User will not be entitled to any service credits under any Service Level Agreement for the period of suspension.
3. Symbl will return the User's access immediately upon resolution of the issue.

11. **Term; Termination.** These Terms of Use shall be effective as of the date you create an account and shall remain in effect for as long as your subscription period. You may cancel at any time. No amounts will be pro-rated or refunded. Upon termination, you may contact support@symbl.ai to manage data decisions including whether it be deleted or sent to a designated party. Symbl.ai shall retain the data per its internal policies however, this data will not be stored indefinitely. These Terms of Use shall survive termination or expiration, except with respect to Section 2 (Scope of Services).

12. **Disclaimers.** Symbl shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner that minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Symbl or by third-party providers, or because of other causes beyond Symbl's reasonable control, but Symbl shall use reasonable efforts to provide notice by e-mail of any scheduled service disruption. Notwithstanding the foregoing, Symbl does not warrant that the Services will be uninterrupted or error-free; nor does it make any warranty as to the results that may be obtained from the use of the Services. THE CLOUD SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT.

13. **Indemnity.**
    0. *Indemnity for Infringement Claim*. If your use of the Services has become, or in Symbl's opinion is likely to become, the subject of any Infringement Claim, Symbl may at its option and expense: (a) procure for you the right to continue using the Services as set forth herein; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate these Terms and refund you any unused pre-paid fees. This Section states your exclusive remedy for any Infringement Claim by a third party.
    1. *Limitations on Indemnity*. Symbl will have no liability or obligation with respect to any Infringement Claim and a court award of damages (a) arising out of your use of the Services in breach of these Terms, (b) arising out of the combination, operation, or use of the Services with other applications, portions of applications, products, or services where the Services would not by themselves, and without

modification, be infringing, or (c) arising from Services for which there is no charge.

2. *User Indemnity Obligations.* You agree to defend, indemnify and hold harmless Symbl; or its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, or expenses (including but not limited to attorneys' fees), to the extent allowed by applicable law, that arises from or are caused by (i) your use of and access to the Services; (ii) your Sub-Account User's or End User's use of and access to the Services, if any; (iii) your violation of these Terms; (iv) your violation of any third party right, including without limitation any copyright, property, moral or privacy right; or (v) any claim that your Content caused damage to any third party. This section shall survive these Terms and your use and termination of the Services.

3. *Claim Contingencies.* As a condition of the foregoing indemnification obligations: (a) the indemnified party ("Indemnified Party") will promptly notify the indemnifying party ("Indemnifying Party") of any Infringement Claim or User Indemnifiable Claim, as applicable (collectively referred to as a "Claim"), provided, however, that the failure to give such prompt notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (b) the Indemnifying Party will have the sole and exclusive authority to defend or settle any such Claim (provided that, the Indemnifying Party will obtain the Indemnified Party's consent in connection with any act or forbearance required by the Indemnified Party, which consent will not be unreasonably withheld); and (c) the Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with the Indemnifying Party's activities hereunder, at the Indemnifying Party's expense. The Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, the Indemnifying Party will not settle any Claims for which it has an obligation to indemnify pursuant to this Section 13 admitting liability or fault on behalf of the Indemnified Party, nor create any obligation on behalf of the Indemnified Party without the Indemnified Party's prior written consent.

14. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Symbl'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS TERMS OF USE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM PAID BY USER IN THE PRIOR TWELVE MONTHS OR ONE HUNDRED DOLLARS (IF YOU HAVE NO PAYMENT OBLIGATION).

15. **Miscellaneous**

    0. *Government End-Users.* User agrees that any software provided or used with the Cloud Services qualifies as "commercial" computer software. Government technical data and software rights related to the software include only those rights

customarily provided to the public as defined in this Terms of Use. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

1. *Export Compliance*. User represents and warrants that neither User nor any of User's employees, is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

2. *Links To Third-Party Services*. The site may contain links to third-party websites. We are not responsible for the content, products, or services on or available from those advertisements, websites, resources, or links displayed on the Site. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

3. *Publicity*. You grant Symbl the right to use your name, logo, and a description of your use case to refer to you on Symbl's website, earnings release, and calls, marketing, or promotional materials.

4. *Entire Agreement*. This Terms of Use incorporates any subscription pricing for the Cloud, our privacy policy, and when applicable our standard Data Processing Addendum and is the entire agreement regarding the subject matter of this Terms of Use. This Terms of Use supersedes all prior or contemporaneous representations, understandings, agreements, or communications between User and us, whether written or verbal, regarding the subject matter of this Terms of Use. Symbl will not be bound by, and specifically, object to, any term, condition, or other provision that is different from or in addition to the provisions of this Terms of Use (whether or not it would materially alter this Terms of Use) including, for example, any term, condition or other provision (a) submitted by User in any order, receipt, acceptance, confirmation, correspondence or other documents, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaires, or (c) related to any invoicing process that User submits or requires Symbl to complete.

5. *Waiver*. A term or condition of this Terms of Use may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Terms of Use or by law despite such forbearance or notice.

6. *Survival*. Upon the expiration or other termination of this Terms of Use, the respective rights and obligations of the parties hereto shall survive such expiration including Sections 4, 5, 6, 7, 8, 12, or 13, and any other term by its nature is intended to survive.

7. *Severability*. If any provision of this Terms of Use or compliance by either party with any provision of this Terms of Use constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in

violation of the law, unenforceable or void, shall be deemed modified to the extent necessary so that it is no longer in violation of the law, unenforceable or void, and shall be enforced to the fullest extent permitted by law. If such modification is not possible, said provision, to the extent that it is in violation of the law, unenforceable or void, shall be deemed severable from the remaining provisions of this Terms of Use.

8. *Assignment*. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Terms of Use in its entirety (together with all Orders), without the other Party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Terms of Use will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

9. *Notice.* Any notice required or permitted to be given hereunder will be given in writing to the email on file for the account holder and shall be deemed delivered upon receipt. You may contact us at support@symbl.ai with a copy to Attn: Legal 1601 5th Avenue, Ste 1100, Seattle, WA 98101.

10. *Force Majure.* Force Majeure. No failure, delay, or default in performance of any obligation of a party shall constitute an event of default or breach of these Terms to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood, a terrorist act; war; riot; theft; earthquake and other natural disasters. The party affected by such cause shall take all reasonable actions to minimize the consequences of any such cause.

11. *Governing Law.* This Terms of Use will be governed by and construed in accordance with the laws of the State of Washington, USA (excluding its body of law controlling conflicts of law). The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Terms of Use will be brought exclusively in the federal or state courts located in, King County, Washington.

12. *Dispute Resolution.* We prefer to resolve things amiably when possible, therefore, you agree to the following dispute resolution policy in connection with any potential claims or disputes arising from your use of the Services. Start by notifying us of your dispute by sending a notice to support@symbl.ai .

    1. *Informal Negotiations*: Parties to a dispute concerning the Terms, the Privacy Policy, or the use of the Services will attempt to informally negotiate a potential settlement or resolution to the dispute;

    2. *Arbitration*: In the event that informal negotiations are unsuccessful, the parties agree to follow the arbitration procedures set forth by the American Arbitration Association (AAA) to resolve the dispute.

    3. *Binding Arbitration*: If for any reason arbitration is unsuccessful or unavailable to the parties, parties agree to submit to binding arbitration in the jurisdiction of the State of Washington. Each of us is responsible for

paying our own filing, administrative and arbitrator fees. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.