WORKSHOP SOFTWARE, INC.

TERMS OF SERVICE

Last Updated: February 10, 2026

These terms and conditions govern your use of the UseWorkshop.com website and all content, services, software, and products provided through it (the **"Website"**). The Website is operated by Workshop Software, Inc. **("Workshop," "we," "us,"** or **"our"**). By accessing or using the Website and using our services, you agree to be bound by these terms and conditions, along with any additional policies or guidelines that Workshop may publish on the Website from time to time (collectively, the **"Services"**).

Please read this Agreement carefully before accessing or continuing to use the Website and our Services. By accessing or using the Website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or any other services provided by Workshop. If these terms and conditions are considered an offer by Workshop, acceptance is expressly limited to these terms.

CHANGES TO TERMS

We reserve the right to modify these Terms from time to time. If we do so, we will post the updated Terms on our Website and will indicate when the Terms were last revised. Unless provided otherwise, all changes will be effective immediately upon posting to the Website. You should periodically review our Terms for any changes.

ARBITRATION NOTICE; WAIVER OF CLASS ACTIONS AND JURY TRIAL

BY USING THE SERVICES, YOU AGREE THAT WE WILL RESOLVE ALL DISPUTES RELATED TO THE SERVICES AND THESE TERMS BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AND THAT YOU ARE WAIVING THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, MASS ARBITRATION, OR OTHER MASS PROCEEDING. YOU ALSO WAIVE THE RIGHT TO A JURY TRIAL. PLEASE SEE THE DISPUTE RESOLUTION SECTION OF THESE TERMS FOR MORE INFORMATION.

COOKIES, PIXELS, SESSION REPLAY AND OTHER TRACKING TECHNOLOGIES

WE MAY USE COOKIES, PIXELS, SESSION REPLAY, AND OTHER TRACKING TECHNOLOGIES, INCLUDING THIRD-PARTY TRACKING TECHNOLOGIES, OR (COLLECTIVELY, "ADTECH") ON THE SERVICES. WE USE ADTECH TO

COLLECT AND PERFORM DATA ANALYTICS, TO RECORD HOW YOU INTERACT WITH THE SERVICES AND OUR CONTENT, INCLUDING WHERE YOU DIRECT YOUR MOUSE, THE INFORMATION YOU TYPE, AND OTHER USER-RELATED ACTIVITIES, AND TO SERVE YOU WITH TARGETED ADVERTISING.

ONLINE CHAT

OUR SERVICES FEATURE AN ARTIFICIAL INTELLIGENCE-POWERED ONLINE CHAT SERVICE. BY USING THE CHAT FEATURE ON THE SERVICES, YOU CONSENT TO YOUR INFORMATION BEING COLLECTED, USED, AND PROCESSED BY OUR SERVICE PROVIDERS ON OUR BEHALF. WE WILL HANDLE ANY PERSONAL INFORMATION WE RECEIVE THROUGH THE CHAT FEATURE, SUCH AS CHAT TRANSCRIPTS AND ACCOUNT INFORMATION, IN ACCORDANCE WITH OUR PRIVACY POLICY.

BY VISITING AND USING THE SERVICES, YOU ARE CONSENTING TO OUR USE OF ADTECH AND YOU UNDERSTAND AND AGREE THAT WE MAY SHARE PERSONAL INFORMATION ABOUT YOU THAT WE COLLECT FROM THE USE OF ADTECH WITH OUR ADTECH PARTNERS. FOR MORE INFORMATION ABOUT HOW WE USE ADTECH, PLEASE SEE OUR PRIVACY POLICY.

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TERMS

1. USE OF THE SERVICES

We provide you with the ability to use the Services for your personal use, including commercial purposes, provided you comply with these Terms. You are responsible for payment of charges for all Internet and communication services needed to use the Services. You must be at least the age of majority in your place of residence to use the Services.

2. PRIVACY POLICY

We collect certain Personal Information from and about you, including when you use the Services or otherwise communicate with us. Please see our https://useworkshop.com/privacy-policy for more information on how we collect, use, retain, and disclose your Personal Information.

3. INTELLECTUAL PROPERTY RIGHTS

Workshop and its licensors are the sole and exclusive owners of the Services. The Services includes the https://useworkshop.com/ domain, the content of the Services (including any text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, databases, trademarks, logos, slogans, names of products, documentation, other components, and content), and the design, selection, and arrangement of the content on the Services.

The Services are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of the Services or the related intellectual property rights belonging to Workshop or any third party is strictly prohibited. The Services may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners, who may or may not be sponsored by, affiliated with, or connected to Workshop.

Unless otherwise noted, Workshop and the Workshop graphics, logos, icons, and service marks are trademarks, registered trademarks, or trade dress of Workshop protected under U.S. law and the laws of other countries. Workshop trademarks may not be used without our express written consent and must not be used in a manner that harms the trademarks, causes confusion among customers, or associates with any products or Services not provided by Workshop. Workshop will take legal action against individuals using its trademarks or service marks in metatag keywords or hidden webpage text, as such use constitutes trademark infringement and unfair competition.

Access to the Services does not confer and shall not constitute a license to anyone to use Workshop or any third party's intellectual property rights.

4. ACCOUNTS

Certain features of the Service may require you to create an account with us ("**Account**"). These Terms govern the creation and use of your Account. You agree that any Personal Information you provide in connection with your Account will be accurate, current, and complete. When you create an Account, you will be asked to choose a password. You must keep your password confidential. You are responsible for all activities that occur under your Account. If you believe that your Account has been compromised, you must immediately contact us at security@useworkshop.com.

5. COMPLIANCE WITH LAWS

When you use the Services, you are responsible for complying with all applicable laws, rules, and regulations, including our Acceptable Use Policy regarding online conduct set forth in these Terms.

6. ACCEPTABLE USE POLICY

- **a.** You will not download, copy, reproduce, display, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, or create derivative works of the Services.
- **b.** The Services are intended to be used for personal or commercial purposes.
- **c.** You will not use the Services for unlawful purposes.
- **d.** You will only provide us with true, accurate, and complete information when you use the Services.
- **e.** You will not submit inaccurate, incomplete, or out-of-date data via the Services, commit fraud or falsify data in connection with your use of the Services, or act maliciously against the business interests or reputation of Workshop or its affiliates.

f. You will not engage in data mining, data scraping, or similar data gathering or extraction activities or retrieve data or other content from the Services. You will not access, use, or copy any portion of the Services, including any of its content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.

g. You will not collect or store information about users of the Services in any manner.

h. You will not use the Services to post, transmit, input, upload, or otherwise provide any software code, data, or materials that contain any viruses or malware.

i. You will not use the Services to develop, train, or improve any AI or machine learning models.

j. You will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the underlying source code, algorithms, or structure of any technology or Services provided by Workshop.

k. You will not engage in activities designed to render the Services, an Account, or any associated computer systems inoperable or to make their use more difficult.

l. You will not attempt to gain unauthorized access to the Services, an Account, or any associated computer systems.

m. You will not use the Services in a manner which is contrary to the purposes for which it was made available to you by Workshop or for any purpose that Workshop deems objectionable.

7. FEEDBACK

Workshop welcomes comments regarding the Services. If you submit comments or feedback regarding the Services to us, they will not be considered or treated as confidential. We may use any comments and feedback that you send us at our discretion and without attribution or compensation to you. To the fullest extent allowed by law, you grant us an unrestricted, royalty-free, worldwide, irrevocable license to use, reproduce, display, perform, modify, transmit, and distribute such feedback in any manner, including in connection with our operations.

8. DMCA NOTICE: NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Workshop will respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("**DMCA**"). Copyright-infringing materials found on the Services can be identified and removed via our DMCA process listed below. You agree to comply with this DMCA process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide Workshop's copyright agent with the written information specified below. Please note that this procedure is exclusively for notifying Workshop that your

copyrighted material has been infringed. Workshop does not and will not make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim.

If we receive a clear and valid notice as outlined in the guidelines below, Workshop will respond by either removing the allegedly infringing content or blocking access to it. Workshop may reach out to the notice provider to request additional information.

Under the DMCA, Workshop is required to take reasonable steps to notify the user who posted the allegedly infringing content ("**Alleged Infringer**").

The Alleged Infringer is allowed under the law to send Workshop a counter-notification. Notices and counter-notices are legal notices distinct from regular activities or communications as part of the Services. We may publish or share them with third parties at our sole discretion (in addition to producing them pursuant to a subpoena or other legal discovery request).

Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees. Any person who is unsure of whether a particular material infringes a copyright held by such person or a third party should contact an attorney.

To file a DMCA notice, the copyright owner must send a written letter by fax, regular mail, or email only. We reserve the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice.

A DMCA notice must:

- **a.** Identify specifically the copyrighted work(s) believed to have been infringed (for example, "My copyrighted work is the picture that appears at [list location where material is located].");
- **b.** Identify the content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the item on the Services. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
- **c.** Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);
- **d.** If available, provide information sufficient to permit us to notify the Alleged Infringer (email address preferred);
- **e.** Include the following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
- **f.** Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed";

g. Be signed; and

h. Be sent to our DMCA designated agent at the following address:

Workshop Software, Inc.
Attn: DMCA Agent
1229 Millwork Ave., Suite 200
Omaha, NE 68102

9. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. To the maximum extent permitted by applicable law, Workshop expressly disclaims all express or implied warranties of any kind with respect to the Services, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, course of dealing or usage in trade.

Workshop does not warrant or guarantee that the Services will meet your needs, be compatible with any standards or user requirements, the availability of the Services or that the Services will be uninterrupted or error-free, that any defects in the Services will be corrected, or that the Services is free of viruses or other harmful conditions or components. Your use of the Services is at your own risk, and you, alone, are responsible for any damage to your computer hardware, software, systems, and networks from using the Services.

Workshop makes commercially reasonable efforts to ensure that the Services contains information that is accurate and reliable. However, we expressly disclaim, and you waive, any liability arising from errors and omissions on the Services, including any inaccuracies, typographical errors, or misstatements.

No advice or information, oral or written, obtained by you from Workshop or in any manner from the Website creates any warranty.

10. LIMITATION OF LIABILITY

You understand and agree that any liability Workshop, its employees, officers, directors, agents, service providers, or professional advisors ("**Agents**") have to you in connection with these Terms, under any cause of action or theory, is strictly limited to, the total aggregates fees paid to Workshop in the six (6) months period prior to the claim or $100. Without limiting the previous sentence, in no event shall we or any of our agents be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages. Arising out of or in connection with these terms. This includes, without limitation:

A. Any loss of use, loss of data, loss of goodwill, cost of procurement of substitute Services, or any other indirect, special, incidental, or consequential damages;

B. Any damages to, or malware that may infect your electronic devices or other property resulting from your use of the Services or your access to, use of, browsing of, or downloading of any Content from the Services; and

C. Any Content available on or through the Services or any third-party websites or other websites linked to the Services.

The above limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, resulting from (1) the use of, or the inability to use, the Services; (2) the use of, or the inability to use, items purchased on the Services; or (3) the cost of procurement of substitute Services or items, even if we or our Agents have been advised of the possibility of such damages.

11. **INDEMNIFICATION**

EXCEPT AS PROHIBITED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WORKSHOP AND OUR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS, PROFESSIONAL ADVISORS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, COMPLAINTS, ALLEGATIONS OR ACTIONS ("**CLAIMS**") AND AGREE TO PAY ANY LOSSES, LIABILITIES, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO: (A) YOUR ACCESS TO, USE OF, OR MISUSE OF THE SERVICES; (B) YOUR VIOLATION OF ANY APPLICABLE LAWS WHEN ACCESSING OR USING THE SERVICES; (C) YOUR MISUSE OF ANOTHER PERSON'S PERSONAL INFORMATION; (D) YOUR INFRINGEMENT OR MISAPPROPRIATION OF WORKSHOP OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (E) YOUR FAILURE TO COMPLY WITH THE ACCEPTABLE USE POLICY; OR (F) YOUR VIOLATION OF THESE TERMS. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU (SUBJECT TO YOUR CONTINUING INDEMNIFICATION).

SOME JURISDICTIONS DO NOT ALLOW FOR INDEMNIFICATION PROVISIONS IN CONSUMER AGREEMENTS; THUS, THESE INDEMNIFICATION PROVISIONS MAY NOT APPLY TO YOU.

12. TERMS APPLICABLE TO NEW JERSEY CUSTOMERS

No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for (i) negligence, (ii) merchandise liability claims, (iii) the punitive damages laws, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Workshop reserves all rights, defenses, and permissible limitations under the laws of New Jersey and the laws of your state of residence.

13. DISPUTE RESOLUTION: ARBITRATION AGREEMENT; CLASS WAIVER; WAIVER OF TRIAL BY JURY

a. <u>WAIVER OF RIGHTS</u>.

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY. THIS COVERS ANY DISAGREEMENT, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATED TO THESE TERMS, YOUR USE OF OUR SERVICES, USER-GENERATED CONTENT, OR ANY OTHER ASPECT OF YOUR RELATIONSHIP WITH WORKSHOP WHETHER IN CONTRACT, TORT, OR OTHERWISE ("DISPUTE") EXCEPT THE FOLLOWING:

- ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS, AND
- ANY DISPUTE SEEKING TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION.

EACH PARTY MAY PROCEED IN ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR MASS ARBITRATION.

BY ENTERING INTO THIS ARBITRATION AGREEMENT, INDEPENDENT OF THE REMAINING PROVISIONS OF THESE TERMS, AND BY AGREEING TO A WAIVER OF CLASS ACTIONS OR MASS ARBITRATIONS, EACH OF US IS GIVING UP CERTAIN RIGHTS INCLUDING:

- THE RIGHT TO FILE A LAWSUIT OR HAVE A JURY TRIAL. INSTEAD, WE WILL HAVE A HEARING BEFORE A NEUTRAL ARBITRATOR. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE DISCOVERY AND APPEAL PROCESS IS DIFFERENT.
- THE RIGHT TO PURSUE CLASS ACTIONS, CLASS ARBITRATION OR MASS ARBITRATION, COLLECTIVE OR REPRESENTATIVE CLAIMS.

b. <u>GOOD FAITH NEGOTIATIONS</u>. We always prefer to resolve Disputes by negotiating in good faith. Either party may attempt to resolve a Dispute through good-faith negotiations. In the event of a Dispute, each party shall first send written notice of the Dispute, which includes your name, address, email address, phone number, and a description of the relief you are seeking ("**Dispute Notice**"). Within 30 days after delivery of the Dispute Notice (unless mutually agreed by the parties), the parties shall meet virtually at a mutually acceptable date and time. At no point during this time shall either party initiate litigation or arbitration, except for Disputes subject to injunctive or other equitable relief. If the Parties cannot resolve the Dispute within 60 days of the Dispute Notice, either party may pursue individual arbitration proceedings as described below.

c. MUTUAL ARBITRATION AGREEMENT.

i. Arbitration of Individual Disputes. Any dispute that cannot be resolved through good faith negotiations must be pursued through binding arbitration on an individual basis as outlined in this section (the "**Arbitration Agreement**"). A single arbitrator will administer the arbitration.

ii. AAA Proceedings. Either you or Workshop may bring an arbitration proceeding. All arbitrations shall be filed with and administered by the American Arbitration Association ("**AAA**") in accordance with its Consumer Arbitration Rules (the "**AAA Rules**"). You may obtain instructions on how to file an arbitration with AAA by calling AAA at 1-(800) 778-7897 or online at www.adr.org, or we can assist you in contacting AAA.

iii. Scope of Arbitrator's Decision Making. The Parties agree that the arbitrator shall decide all Disputes and all related issues, excluding (a) issues expressly reserved for a court decision in these Terms, (b) issues that relate to the scope, validity, and enforceability of the Arbitration Agreement, class action waiver, jury waiver or any of the dispute resolution provisions of these Terms; (c) issues that relate to the arbitrability of any Dispute; (d) whether a Dispute is barred by the statute of limitations or a contractual provision in these Terms; (e) issues related to the scope, application and enforceability of the waiver provisions that are for the court to decide, or (f) whether filing of a demand for arbitration was authorized by a party. All other issues are for the arbitrator to decide.

iv. Final and Binding Decision. The decision of the arbitrator will be final and binding and will not have precedential effect. The arbitrator shall not have the authority to award damages outside of those set forth in these Terms. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The Parties will bear the costs of the arbitration in accordance with the AAA Rules. Any arbitration proceeding may not be consolidated or joined with any other proceeding.

v. Applicability of the FAA. The parties acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1–16, shall govern the interpretation, enforcement, and proceedings pursuant to this Arbitration Agreement, and not state law.

vi. Confidentiality. The parties expressly agree that any actions taken under the Arbitration Agreement and related provisions, including but not limited to all filings, subject matter, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party.

vii. Survival. This Arbitration Agreement provision will survive the termination of these Terms.

viii. Mass Arbitrations. If 25 or more arbitration demands asserting the same or substantially similar claims, and seeking the same or substantially similar relief are submitted to AAA with the assistance or coordination of the same law firm(s) or legal entities against either party (a "**Mass Filing**"), the parties agree (i) to

administer the Mass Filing in batches of 10 demands per batch with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by AAA Rules in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 10 is adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by us, you and other claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; (vi) that the staged process of batched proceedings, with each set including 10 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved; and (vii) to make reasonable faith efforts to resolve each batch of demands within 180-days, failing which any party may cease arbitration and file in a court of competent jurisdiction.

ix. Appointment of Arbitrator for Batch Proceedings; Procedural Arbitrators. Arbitrators will be selected in accordance with the applicable AAA Rules. The arbitrator will determine the location for each batch proceeding. The Parties agree to cooperate in good faith with each other and with AAA to implement a "batch approach" to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by AAA at its discretion, for each batch of demands.

The parties shall cooperate with each other and with AAA to establish any other processes or procedures that will provide for an efficient resolution of any claims. If the Parties cannot agree on a batching process, the parties agree that AAA shall appoint a procedural arbitrator. This "Batch Arbitration" provision shall not increase the number of demands necessary to trigger the applicability of AAA's Mass Arbitration Supplementary Rules or authorize class arbitration of any kind.

Workshop does not agree or consent to class arbitration, mass arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances. The parties agree that this batching provision is critical to this Arbitration Agreement. If the batching provision is found to be invalid, unenforceable, or illegal, then the Batch Proceedings section shall be null and void, and neither party shall be entitled to arbitrate any claim that is a part of the Mass Filing.

x. Mediation Following First Batch in a Mass Filing. The results of the first batch of demands will be given to an AAA mediator selected from a group of 5 mediators initially proposed by AAA. Workshop and the counsel for the remaining claimants have the right to strike one mediator and then rank the remaining mediators and the highest collectively ranked mediator being selected.

The selected mediator is responsible for attempting to resolve the Dispute in the Mass Filing. The Parties will then have 90 days (the "**Mediation Period**") to agree on a resolution or substantive methodology for resolving the outstanding demands. If the parties are unable to resolve the outstanding demands during the Mediation Period and cannot agree on a method of resolving them through further

arbitrations, either we or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in a court of competent jurisdiction. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. If neither party opts out and they cannot agree on a method for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

xi. Opt-Out. If you wish to opt out of this Arbitration Agreement, you must provide us with your notice to opt out within 30 days of the first date you visit or use our Website. You must send us a letter stating: "Request to Opt-Out of Agreement to Arbitrate" to:

Workshop Software, Inc.
Attn: Legal
1229 Millwork Ave., Suite 200
Omaha, NE 68102

If you opt out of this Arbitration Agreement, all other parts of these Terms will still apply to you. This opt-out does not apply to the class action waiver.

xii. Modification. If we modify this Arbitration Agreement, you may reject that change by sending us written notice within thirty (30) days of our posting of the change, in which case we will terminate your Account, and you must stop using the Services, your Account, and the User Generated Content.

xiii. Enforceability. IF THIS CLASS ACTION WAIVER IS DEEMED INVALID OR UNENFORCEABLE, NEITHER PARTY MAY USE ARBITRATION TO RESOLVE DISPUTES UNDER THESE TERMS, AND ALL DISPUTES WILL BE RESOLVED THROUGH LITIGATION.

xiv. Applicable Law. Nebraska law applies to any arbitration under this Arbitration Agreement, but the Federal Arbitration Act governs the interpretation and enforcement of the Arbitration Agreement.

14. GOVERNING LAW

Except for (a) claims subject to binding arbitration or (b) claims subject to small claims court proceedings, these Terms are governed by the laws of the state of Nebraska without regard to its conflict of laws principles. Except with regard to disputes that are subject to arbitration under this Agreement, the venue for any other dispute arising under this Agreement is exclusively in the state or federal courts located in Omaha, Nebraska. You expressly agree to the exclusive jurisdiction of those courts. Any cause of action or other claim with respect to the Services must be commenced within one year after the cause of action or claim arises. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

15. THIRD-PARTY LINKS

Links to third-party websites from the Website are provided solely for your convenience. Workshop has not reviewed each site for its content and does not endorse or make any representations about them or the information, products, materials, or software that may be obtained by using them. If you decide to access any third-party website, you do so at your own risk, and Workshop shall have no liability arising out of the operation or content of such third-party sites.

16. COOPERATION WITH LAW ENFORCEMENT

Workshop will cooperate with law enforcement if you are suspected of having violated applicable laws in connection with your use of the Services. YOU WAIVE AND HOLD WORKSHOP AND OUR AGENTS HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.

17. UNAVAILABILITY OF THE SERVICES

The Services or your Account may be unavailable or limited for various reasons. We shall not be liable to you or to any third party for any such unavailability of the Services, including without limitation (a) hardware, software, server, network, or telecommunications failures, (b) severe weather, war, riot, pandemics, quarantines, fire, earthquake, strike, and labor shortages, (c) regulatory restrictions and other acts of government, (d) interruptions due to utility and power companies, and (e) interruptions due to hacking or other malicious intrusion.

18. ELECTRONIC COMMUNICATIONS

We use email and electronic means to stay in touch with users of our Services. You consent to receive communications from us in electronic form via the email address you submit upon registration or via the Services and further agree that all Terms of Service, agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Communications made through email or the Services do not constitute legal notice to us or any of our affiliates. All legal notices hereunder shall be in writing and delivered to:

Workshop Software, Inc.
1229 Millwork Ave., Suite 200
Omaha, NE 68102

19. NOTICE FOR INTERNATIONAL USERS

The Website is controlled, operated, and administered by Workshop from its offices within the United States of America. Workshop makes no representation that materials on the Website are appropriate or available for use at locations outside of the United States. If you access this Site from locations outside of the United States, you are responsible for compliance with all local laws.

20. MISCELLANEOUS

a. Termination. If you violate applicable laws or these Terms in connection with the use of the Services, you are immediately prohibited from further use of the Website. Workshop may suspend or terminate the Services or your Account, in whole or in part, at any time. Workshop shall not be liable to you or anyone else for any damages arising from or related to Workshop's suspension or termination of your access to the Services or your Account, or in the event Workshop modifies, discontinues or restricts the availability of the Services or your Account (in whole or in part).

b. Assignment. We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent, and any such assignment is immediately void.

c. No Third-Party Beneficiaries. These Terms do not confer any rights, remedies, or benefits upon any person other than you and Workshop.

d. Entire Agreement. These Terms (including all terms and conditions referenced herein) are the entire agreement between you and Workshop with respect to your access to and use of the Services.

e. No Waiver. Our failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Workshop.

f. Severability. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions, and the remaining provisions will remain in full force and effect.

g. Successors and Assigns. These Terms are to the benefit of Workshop's successors and assigns.

h. Survival. Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, limitation of liability, or dispute resolution) will continue in effect beyond any termination of these Terms, your Account, or your access to or use of the Services.

i. Electronic Documents. These Terms and any other documentation, agreements, notices, or communications between you and Workshop may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

21. CONTACT US

If you do not understand any of the Terms or if you have any questions or comments, we invite you to contact Workshop with questions or comments regarding these Terms at:

Workshop Software, Inc.
1229 Millwork Ave., Suite 200
Omaha, NE 68102

or

Email us at: help@useworkshop.com