

Symmetry Energy Solutions Online Terms of Use

Effective Date: August 1, 2020

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Symmetry Energy Solutions, LLC (“**Symmetry**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of symmetryenergy.com, symmetryenergy.com/portal, and www.symmetryenergy.com/choice (together, the “**Website**”), including any content, functionality, and services offered on or through, whether as a site visitor or a customer logged into your online account (collectively, the “**Service**”).

Please read these Terms of Use carefully before you use the Website. By accessing and/or using this Service you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and the [Privacy Policy](#) (the “**Privacy Policy**”) whether you are just visiting by browsing the Service on your computer or on a mobile or wireless device, using the Service for any reason without being registered, or if you have signed up for or registered for an account or to shop for or purchase products or services on the Service. If you do not agree to the Terms of Use or the Privacy Policy, you must not access or use the Website.

This Service is intended for individuals who are at least 16 years old. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

Symmetry may change, modify or otherwise update these Terms of Use in its sole discretion at any time, with or without notice to you. You must review these Terms of Use on a regular basis to keep yourself apprised of any such changes.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Additional terms will apply when you use certain Symmetry programs and services, and those terms will be provided to you prior to your use of those programs, and services.

1. Use Of The Service

Symmetry hereby grants you a non-exclusive, non-transferable, personal, revocable, limited license to access and use the Service under the terms set forth below.

The Service and the content, including, but not limited to, text, data, reports, opinions, software (including HTML-based computer programs), images, photos, graphics, graphs, charts, animations and video (collectively the “**Content**”) displayed on the Service may be used only for

your personal and non-commercial use. Except as otherwise permitted under these Terms of Use, you agree not to copy, reproduce, modify, create derivative works from, or store any Content, in whole or in part, from the Service or to display, perform, publish, distribute, transmit, broadcast or circulate any Content to anyone, or for any commercial purpose, without the express prior written consent of Symmetry.

The Service and the Content are the exclusive property of Symmetry or its licensors, and are protected by copyright and other intellectual property laws. All trade names, trademarks, service marks and other product and service names and logos (collectively, the “**Marks**”) on the Service are proprietary to their respective owners and are protected by applicable trademark and copyright laws. Any of the Marks on the Service may be registered or unregistered marks of Symmetry or others. Nothing contained on this Service should be construed as granting by implication, estoppel, or otherwise any license or right to use any of the Marks on the Service without the express written permission of Symmetry or a third-party owner of such Marks. Any unauthorized uses of the Marks or Content on the Service are strictly prohibited. To request permission to use the Marks or Content on the Service, or any other Symmetry material, please contact Symmetry at privacy@symmetryenergy.com.

You shall honor all reasonable requests by Symmetry to protect Symmetry’s proprietary interests in the Service and its Content. You expressly agree not to:

- Use the Service for any purpose that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Use the Service for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- Use or attempt to use any “deep-link,” “scraper,” “robot,” “bot,” “spider,” “data mining,” “computer code” or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Service or any data or content found on or accessed through the Service without prior express written consent;
- Obtain or attempt to obtain through any means any materials or information on the Service that have not been intentionally made publicly available either by their public display on the Service or through their accessibility by a visible link on the Service;
- In any way bypass or circumvent any other measure employed to limit or prevent access to the Service or Content displayed on the Service;
- Violate the security of the Service or attempt to gain unauthorized access to the Service, data, materials, information, computer systems or networks connected to any server associated with this Service, through hacking, password mining or any other means;
- Interfere or attempt to interfere with the proper working of the Service or any activities conducted on or through the Service, including accessing any data, content or other information prior to the time that it is intended to be available to the public on the Service;
- Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);

- Transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- Take or attempt any action that, in the sole discretion of this Service's operators, imposes or may impose an unreasonable or disproportionately large load or burden on the Service or our infrastructure.
- Reveal another person's address, phone number, e-mail address, credit card number, Social Security Number or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

You may not use the Service for any unlawful purpose. Any unauthorized use by you of the Service terminates your license to access and use the Service.

2. Content You Submit

The Service may provide you the opportunity to post content within community features or forums (each, a "**Community Forum**"). The content you choose to post or disseminate on a Community Forum, the Service in general or to Symmetry is referred to in these Terms of Use as "**User Content**". Your User Content may be available for all other users to view and download, so use caution in what you post or otherwise make available on the Service.

Except as otherwise described in the Symmetry Online Privacy Policy or other agreement on the Service, you remain the owner of your User Content, but you acknowledge that Symmetry must have a license from you in order to accept your User Content. Accordingly, you grant to Symmetry an unrestricted, worldwide, irrevocable, perpetual, transferable and royalty-free license (but not obligation) to host, use, copy, distribute, display, perform, modify, translate,

store or otherwise exploit all or any portion of your User Content for any purpose whatsoever (including to provide the Service and Services) in all formats, on or through any media, technology or device now known or hereafter developed. You further perpetually and irrevocably grant Symmetry the unconditional right to use, disseminate and display your name, persona and likeness included in any User Content and in connection with any User Content, without any obligation or payment to you.

You agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned. You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms of Use; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these Terms of Use and grant Symmetry the license above. Upon Symmetry's request, you will furnish Symmetry any documentation, substantiation or releases necessary to verify your compliance with these Terms of Use.

You authorize Symmetry to publish your User Content in a searchable format that may be accessed by users of the Service. Except as prohibited by law, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you. You also acknowledge that the Internet may be subject to breaches of security and you are aware that submissions of User Content or other information may not be secure, and you should consider this before submitting any information to Symmetry, a Community Forum or the Service.

You also understand and acknowledge that: (a) Symmetry has wide access to ideas and other materials and that many ideas may be similar or identical to your submission (your User Content) and/or each other; (b) you will not be entitled to any compensation as a result of Symmetry's use of any such similar or identical material; and (c) Symmetry does not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of your copyright in and to your User Content.

You agree that Symmetry has no obligation to monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce its rights to use your User Content. You further acknowledge and agree that Symmetry will not have any obligation to you with regard to User Content and that Symmetry may or may not monitor, display or accept your User Content and may delete it at any time and you may have no right to access or control any User Content that you provide once you provide it. If you uploaded content you wish to be deleted from the Service, you can email us at privacy@symmetryenergy.com and we will review your request.

3. Linking Policy. Symmetry grants you the revocable permission to link to publicly available (i.e., non-password protected) portions of the Service; provided, however, that any link to the Service: (a) must not frame or create a browser or border environment around any of the content on the Service or otherwise mirror any part of the Service; (b) must not imply that Symmetry or the Service is endorsing or sponsoring it or its products, unless Symmetry has given it prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Symmetry's sole opinion, harm Symmetry or its products or services; (d) must not use any Symmetry trademarks without the prior written permission from Symmetry; (e) must not contain

content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Symmetry's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms of Use. By linking to the Service, you agree that you do and will continue to comply with the above linking requirements.

Notwithstanding anything to the contrary contained in these Terms of Use, Symmetry reserves the right to prohibit linking to the Service for any reason in our sole and absolute discretion.

4. User Interactions And Disputes

You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor disputes and take action associated with those disputes. Exercise common sense and your best judgment in your interactions with others, when you submit or post any personal or other information, and in all other online and offline activities.

5. Your Account

If you sign up for an account on the Service, you must select a username and password and provide accurate, complete, and updated contact information, identification details, and any other form of authentication requested on the Service in Symmetry's sole discretion. Failure to do so constitutes a violation of these Terms of Use, which may result in immediate termination of your license to access and use the Service. You agree not to impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are accessing and using the Service on someone else's behalf, you represent that you have the authority to bind that person as a principal to these Terms of Use, and you agree to accept liability for harm caused by that person's wrongful use of the Service.

Symmetry reserves the right to refuse service, terminate accounts, remove or edit content, or cancel accounts for any reason, in its sole discretion. These Terms of Use will remain in full effect even after your account is terminated. You shall register for and use your account on the Service, and purchase and use the products, features, and content available through the Service, in strict compliance with (1) these Terms of Use, and (2) all applicable laws, rules and regulations (collectively, "**Laws**").

6. Notices

The products and services are made available on the Service in electronic form. By visiting or using the Service in any way, you agree to accept notices of any kind from Symmetry in electronic form. Notices from Symmetry intended for your receipt shall be deemed delivered and effective when sent by email by Symmetry to any email address you provide to Symmetry on or in connection with the Service.

7. Information About You and Your Visits to the Website

All information we collect on this Website is subject to the [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy

8. Third Party Websites And Social Networks

You may, through hypertext or other computer links on the Service, gain access to websites and social networks that are not under the control of or operated by Symmetry, but rather are exclusively controlled and operated by third parties. Those third-party websites and social networks are subject to different terms and conditions. When you access and use third-party websites and social networks, you will be legally bound by the terms and conditions of those websites and social networks. If there is a conflict between these Terms of Use, on the one hand, and terms and conditions of third-party websites and/or social networks, on the other hand, the third-party websites' and/or social networks' terms and conditions will govern with respect to your access and use of those websites and social networks.

Although Symmetry may provide a link to a third-party website or social network on the Service, such a link is not an authorization, endorsement, sponsorship or affiliation by Symmetry with respect to such website or social network, its content, its owners or its providers. Symmetry provides such links for your reference and convenience only. Accordingly, Symmetry makes no representations whatsoever concerning such websites and social networks. Symmetry has not tested any information, products or software found on such websites and social networks and therefore cannot make any representations whatsoever with respect thereto. You agree that Symmetry is not responsible for the content or operation of such websites and social networks, and it is up to you to take precautions to ensure that whatever you select is free of items such as viruses, worms, Trojan horses and other items of a destructive nature. You are solely responsible for determining the extent to which you may use any content at any other websites and social networks to which you link from this Service.

9. Feedback

Any comments or materials sent to the Service or to Symmetry, including feedback data, such as questions, comments, suggestions or the like regarding the content of any such documents (collectively "**Feedback**"), shall be deemed to be the property of Symmetry. Symmetry's use of the Feedback will be in compliance with the Symmetry Online Privacy Policy, which is set forth on the Service, and applicable laws. Symmetry shall have no additional obligations with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation. Further, Symmetry shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such Feedback, without compensating you.

10. Sweepstakes, Contests, and Promotions

Any sweepstakes, contests or other promotions (any, a “**Promotion**”) that may be offered via the Service may be governed by a separate set of rules that may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the Promotion, use of User Content, and disclosures about how your personal information may be used. It is your responsibility to read these rules to determine whether or not you want to and are eligible to participate, register and/or enter, and to determine the applicable terms and conditions of the Promotion. By participating in a Promotion, you will be subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the identified sponsor(s).

11. Wireless and Location-Based Features

The Service may offer features that are available to you via your wireless device including the ability to access the Service’s features and receive messages from the Service, and download applications (collectively, “**Wireless Features**”). By using the Service, you agree that we may change, alter, or modify the settings or configurations on your device in order to allow for or optimize your use of the Service.

If you have location-based features on your wireless device, you acknowledge that your device location will be tracked consistent with the Symmetry Online Privacy Policy. You can terminate location tracking by us through Privacy Settings on your wireless device or by uninstalling our mobile app. Location-based features are used at your own risk and location data may not be accurate.

12. Disclaimer Of Representations And Warranties; Limitation Of Liabilities

You are entirely liable for activities conducted by you in connection with your access and use of the Service. If you are dissatisfied with the Content or the Service or with these Terms of Use, your sole and exclusive remedy is to stop using the Content and the Service.

THE CONTENT AND THE SERVICE ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND. NEITHER SYMMETRY NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYERS OR AGENTS (“COLLECTIVELY, “**THE SYMMETRY ENTITIES**”) MAKES ANY GUARANTEES OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR CURRENTNESS OF OR RESULTS TO BE OBTAINED FROM, ACCESSING AND USING THE SERVICE, THE SERVICE’S OWN CONTENT, ANY OTHER CONTENT, NOR ANY MATERIAL THAT CAN BE ACCESSED (VIA A DIRECT OR INDIRECT HYPERLINK OR OTHERWISE) THROUGH THE SERVICE. THE SYMMETRY ENTITIES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE SYMMETRY ENTITIES SHALL NOT BE LIABLE TO YOU OR ANYONE OTHER PERSON OR ENTITY FOR ANY INACCURACY, DELAY, INTERRUPTION IN SERVICE, ERROR OR OMISSION, REGARDLESS OF CAUSE, OR FOR ANY DAMAGES RESULTING THEREFROM. ANY SUPPLIERS OFFERING AND PROVIDING SERVICES ON THIS SERVICE ARE INDEPENDENT CONTRACTORS AND

NOT AGENTS OR EMPLOYEES OF SYMMETRY. THE SYMMETRY ENTITIES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

IN NO EVENT WILL THE SYMMETRY ENTITIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED TEN UNITED STATES DOLLARS (\$10.00).

IN NO EVENT SHALL THE SYMMETRY ENTITIES OR ANY OF THEIR THIRD-PARTY LICENSORS, RESPECTIVE CONTRACTORS, OR CURRENT, FUTURE OR FORMER OFFICERS, DIRECTORS, EQUITY OR UNIT HOLDERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY PUNITIVE, SPECIAL, DIRECT, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, TIME, MONEY, PROFITS OR GOOD WILL, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT AND TORT ACTIONS (INCLUDING LIBEL), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN, WITH RESPECT TO ANY USE OF THE SERVICE OR ANY HYPERLINKED WEBSITE, EVEN IF THE SYMMETRY ENTITIES ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE SYMMETRY ENTITIES NOR ANY OF THEIR AFFILIATES, AGENTS OR LICENSORS WILL BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR INJURY RESULTING FROM USE OF THE SERVICE, IN WHOLE OR PART, WHETHER CAUSED BY NEGLIGENCE, CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING THE SERVICE AND ANY CONTENT ON THE SERVICE OR OTHERWISE. IN NO EVENT WILL THE SYMMETRY ENTITIES, THEIR AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH CONTENT OR THE SERVICE.

The Content may include delays, omissions or inaccuracies due to the number of sources from which the Content is obtained. The Symmetry Entities assume no liability for any errors or omissions in the Content and expressly disclaims any responsibility to update the Service or the Content displayed on the Service. The Symmetry Entities assume no responsibility for the use of third party software on the Service and shall have no liability whatsoever to any person or entity for the accuracy or completeness of any outcome generated by such software.

13. Indemnification

BY USING THE SERVICE, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SYMMETRY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, AND SERVICE OR CONTENT PROVIDERS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, ARISING OR RESULTING FROM YOUR USE OF THE SERVICE AND ANY VIOLATION

OF THESE TERMS OF USE. IF YOU CAUSE A TECHNICAL DISRUPTION OF THE SERVICE OR THE SYSTEMS TRANSMITTING THE SERVICE TO YOU OR OTHERS, YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL LOSSES, LIABILITIES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, ARISING OR RESULTING FROM THAT DISRUPTION.

14. Termination; Survival

Symmetry reserves the right to terminate your access to and use of the Service (or any portion of the Service) in its sole discretion, without notice and liability, including, without limitation, if Symmetry believes your conduct fails to conform with these Terms of Use. Symmetry also reserves the right to investigate suspected violations of these Terms of Use, including, without limitation, any violation arising from any e-mails you send to the Service or Symmetry. Any violation of these Terms of Use may be referred to law enforcement authorities.

You may terminate this Agreement or membership in the Service, for any or no reason, at any time, by sending an email to privacy@symmetryenergy.com. If your access to the Service is terminated, cancelled or otherwise ends: (i) we will remove your profile from the Service; and (ii) we may, in our sole discretion, remove and discard any of your User Content, but we will have no obligation to do so and public posts made by you on the Service may remain on the Service in perpetuity. If you uploaded content you wish to be deleted from the Service, you can email us at privacy@symmetryenergy.com and we will review your request.

Termination, suspension, or cancellation of these Terms of Use or your access to the Service will not affect any right or relief to which Symmetry may be entitled, at law or in equity. Upon termination of these Terms of Use, all rights granted to you will automatically terminate and immediately revert to Symmetry and its licensors.

Notwithstanding the expiration or earlier termination of your account on the Service, rights and obligations under these Terms of Use which by their nature should survive, will remain in effect after termination or expiration hereof. Upon the expiration or earlier termination of your account on the Service, all rights and obligations of the parties under these Terms of Use shall expire, except those rights and obligations under those sections specifically designated in this Section 14.

15. Location Of Service And Territorial Restrictions

Unless otherwise specified, the Service is presented solely for residents of United States of America.

The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Symmetry to any registration requirement within such jurisdiction or country. Symmetry makes no representations or warranties that the information, products or services contained on the Service are appropriate for use or access outside of the United States. Anyone using or accessing the Service from other locations does so on their own initiative and is responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the

right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

Software related to or made available by this Service may be subject to United States export controls. Thus, no software from this Service may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to this Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

16. Applicable Laws

The laws of the State of Texas govern your use of the Service, any dispute concerning the Service, the interpretation and enforcement of these Terms of Use, your rights and obligations and all actions contemplated by these Terms of Use, without giving effect to any principles of conflicts of laws, as if the Terms of Use were a contract wholly entered into and wholly performed within the State of Texas. Unauthorized use of this Service is prohibited and violators can be prosecuted under federal and state laws.

17. Disputes; No Class Actions

To the extent allowable by law, any dispute relating in any way to your access to and use of the Service shall be submitted to confidential and binding arbitration in the State of Texas under the rules of the American Arbitration Association. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate the intellectual property rights of Symmetry or its licensors, as the case may be, Symmetry or its licensors may seek injunctive or other appropriate relief in any state or federal court in the State of Texas.

Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. YOU AND SYMMETRY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

In connection with any litigation, without limiting our right to bring an action against you in any jurisdiction, you further agree to submit to the exclusive jurisdiction of and venue in the state or federal courts located in Houston, Texas. All rights not expressly granted herein are reserved.

Certain portions of this Section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Symmetry agree that we intend that this Section satisfies the "writing" requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement.

18. Waiver Of Injunctive Or Other Equitable Relief.

YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY SYMMETRY OR A LICENSOR OF SYMMETRY.

19. Force Majeure

Symmetry shall be excused from performance under these Terms of Use to the extent it is prevented from or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from (1) weather conditions or other elements of nature or acts of God, (2) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion, (3) pandemics, quarantines or embargoes, (4) labor strikes, or (5) other causes beyond the reasonable control of Symmetry.

20. Entire Agreement; Updates To Terms Of Use

You acknowledge and agree that these Terms of Use constitute the complete and exclusive agreement between you and Symmetry concerning your access to and use of the Service, and supersede and govern all prior proposals, agreements, or other communications, whether oral or in writing, with respect to the Service. You represent, warrant, and covenant that your access to and use of the Service will comply with these Terms of Use.

Symmetry reserves the right to modify or add to these Terms of Use at any time without prior notice (“**Updated Terms**”). You agree that we may notify you of the Updated Terms by posting them on the Service so that they are accessible via a link on the home page, and that your use of the Service after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward.

21. Severability

In the event that any term or provision of these Terms of Use is deemed unenforceable or invalid under any applicable law or by a court decision, such unenforceability or invalidity shall not render the remaining terms or provisions unenforceable or invalid. Symmetry will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Symmetry as reflected in the original provision.

22. Assignment

You may not assign these Terms of Use (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of Symmetry, which may be withheld at Symmetry’s sole discretion. Any attempted assignment that does not comply with

these Terms of Use shall be null and void. Symmetry may assign these Terms of Use, in whole or in part, to any third party in its sole discretion, without notice to you.

23. Miscellaneous

Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, or other form of joint enterprise between you and Symmetry. The failure of Symmetry to insist upon strict compliance with any term or provision of these Terms of Use shall not affect the full right to require such performance at any time thereafter, and shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. No waiver by Symmetry of any of these Terms of Use will be of any force or effect unless made in writing and signed by a duly authorized office of Symmetry. Neither the course of conduct between the parties nor trade practice will act to modify these Terms of Use. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms of Use will not be construed against Symmetry by virtue of Symmetry having drafted them.

You agree that you will be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Service. You also agree to comply with all rules, laws and regulations that are applicable to your use of the Service, including, without limitation, those governing your transmission or use of any software or data.

24. Terms Applicable For Apple IOS

If you are using the Service through an Apple Device, the following terms apply:

- To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms of Use are entered into between you and Symmetry and that Apple, Inc. (“**Apple**”) is not a party to these Terms of Use other than as third-party beneficiary as contemplated below.
- The license granted to you in these Terms of Use is subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third-party terms of agreement applicable to the Service.
- You acknowledge that Symmetry, and not Apple, is responsible for providing the Service and Content thereof.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
- To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- Notwithstanding anything to the contrary herein, and subject to the terms in these Terms of Use, you acknowledge that, solely as between Apple and Symmetry, Symmetry, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
- When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service