

TERMS OF SERVICE

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BlueShield Labs ("**BlueShield**" or "**we**") provides an email scanning and malware / phishing protection system called MaskedNinja™ ("**MaskedNinja**"). These offerings are provided by BlueShield Labs through email application plugins (the "**Plugins**") that you download to your email clients using web browser and or mobile device, and at the Internet site <https://www.maskedninja.com/> (the "**Site**" and, together with any related software, tools and services provided in connection with the Plugins or Site, the "**MaskedNinja Service**"). Please read carefully the terms and conditions ("**Terms of Service**") and our Privacy Policy, which may be found on our website at <https://www.maskedninja.com/#/policies/privacy-policy> and which is incorporated herein by reference into these Terms of Service. These Terms of Service govern your access to and use of the MaskedNinja Service and all Site Content and constitute a binding legal agreement between you and BlueShield Labs.

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE "ACCEPT TERMS" BUTTON, REGISTERING FOR A MASKEDNINJA ACCOUNT, DOWNLOADING OF THE PLUGINS OR ANY PLUGIN UPGRADES, USING THE PLUGINS ON YOUR WEB BROWSER ON ANY COMPUTING DEVICE, ON YOUR TABLETS, ON YOUR MOBILE DEVICE, OR ACCESSING OR USING THE MASKEDNINJA SERVICE, OR BY DOWNLOADING, SUBMITTING OR POSTING ANY CONTENT FROM, OR ON, OR THROUGH THE MASKEDNINJA SERVICE, OR BY ENTERING INTO A STATEMENT OF WORK WITH BLUESHIELD LABS, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE MASKEDNINJA SERVICE OR SITE CONTENT. If you accept or agree to these Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

Definitions

- "**Content**" means text, graphics, photos, music, software, audio, video, information or other materials.
- "**Corporate Member**" means a Member that is a company or other legal entity, rather than an individual.
- "**MaskedNinja Content**" means Content that BlueShield Labs makes available through the Site or MaskedNinja Service, including any Content licensed to BlueShield Labs from a third party, but excluding Member Content.
- "**Member**" means a person or entity who completes MaskedNinja Service's account registration process as described under "Account Registration" below.
- "**Member Content**" means Content that a registered Member posts, uploads, publishes, submits or transmits to be made available through the MaskedNinja Service, including, without limitation, comments to the MaskedNinja blog.
- "**Site Content**" means MaskedNinja Content and Member Content.

Modification

BlueShield Labs reserves the right, at its sole discretion, to modify, discontinue or terminate the MaskedNinja Service or to modify these Terms of Service, at any time and without prior notice. If we modify these Terms of Service, we will post the modification on the Site or provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms of Service or on the Site or Application. By continuing to access or use the MaskedNinja Service after we have posted a modification on the Site or Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms of Service. If the modified Terms of Service are not acceptable to you, your only recourse is to cease using the MaskedNinja Service.

Certain portions of the MaskedNinja Service may, or may in the future, have different terms and conditions posted on the Site or may require you to agree with and accept additional terms and conditions. BlueShield Labs may, in its sole discretion, make premium or different applications, software or services available to you that is subject to different terms and conditions and narrower licenses than as set forth therein. If there is a conflict between these Terms of Service and terms and conditions posted for a specific portion of the MaskedNinja Service, the latter terms and conditions shall take precedence with respect to your use of or access to that portion of the MaskedNinja Service.

Statement of Work

If you are a party to a Statement of Work between you and BlueShield Labs (a "Statement of Work"), these Terms of Service shall begin on the Effective Date of the Statement of Work and, unless terminated pursuant to a Termination for Cause (as such term is defined below), shall continue through the term set forth in the Statement of Work (the "SOW Term") and will automatically renew for a successive one (1) year term following the end of each SOW Term, unless you notify BlueShield Labs in writing, not less than ninety (90) days prior to the end of the then current SOW Term, of your intention not to renew. Either party to a Statement of Work may, by written notice, request any changes, additions, deletions, or modifications to any Statement of Work. No changes to a Statement of Work will be effective until a written amendment has been signed by both Parties. If any such change affects the amount due or the time of performance thereunder, the Parties shall negotiate in good faith a mutually acceptable appropriate adjustment. In the event of conflict or inconsistency between these Terms of Service and those of any Statement of Work, the Statement of Work shall control.

Eligibility

By accessing or using the MaskedNinja Service you represent and warrant to BlueShield Labs that: (i) you are of legal age to form a binding contract, or, if you are a minor, you have your parent's permission to use the MaskedNinja Service, and your parent has read and agrees to these Terms of Service on your behalf; (ii) all registration information you submit is accurate, current and complete; (iii) you will maintain the accuracy and completeness of such information; (iv) if you are accepting these Terms of Service on behalf of a company or other

legal entity, you have the authority to bind that company or legal entity to these Terms of Service. You also certify that you are legally permitted to use and access the MaskedNinja Service and take full responsibility for the selection and use of and access to the MaskedNinja Service. If any or all of these Terms of Service are void where prohibited by law, the right to access the MaskedNinja Service is then automatically revoked in such jurisdictions.

Privacy

Our Privacy Policy can be viewed at: <https://www.maskedninja.com/#/policies/privacy-policy> for information and notices concerning BlueShield Labs and MaskedNinja Service's collection and use of your personal information.

Account Registration

In order to access the MaskedNinja Service, you must register to create an account ("**Account**") and become either a Member or a Corporate Member. When registering with MaskedNinja Service you agree to: (a) provide true, accurate, current and complete information about yourself (or, if applicable, the Corporate Member you represent) as prompted by the MaskedNinja Service's registration form (such information being the "**Registration Data**") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the MaskedNinja Service (or any portion thereof). You may not authorize any third party (other than, if applicable, the employees, consultants or agents of the Corporate Member you represent) to access or use the MaskedNinja Service on your behalf. You are responsible for maintaining the confidentiality of the user ID and password, and are fully responsible for all activities that occur under your user ID or password. You agree to immediately notify BlueShield Labs of any unauthorized use of your user ID or password or any other breach of security. BlueShield Labs cannot and will not be liable for any loss or damage whatsoever and of any kind, material or monetary, now or in the future, actual, potential or liquidated arising from any unauthorized use of your account. Further details on this are contained in the Disclaimers, Indemnity and Limitation of Liability sections of these Terms of Service. By providing us with your email address, you agree to receive all required notices electronically, to that email address. From time to time, BlueShield Labs will use this email address to send you notifications about product updates and improvements, company news and events, and updates from our community.

Fees and Payment

Signing up for a MaskedNinja Service account is free for Members who register as individuals. The free use of various offerings within the MaskedNinja Service, including but not limited to Quick-Scans, Deep-Scans, Email Spoof Detections and some other URL scanning services, maybe governed by additional terms set forth on the Site (such additional terms being incorporated herein by reference). In the event you choose to upgrade to paid services or to provide payment information to BlueShield Labs and or MaskedNinja Service, after being prompted to do so, you agree to the pricing, payment and billing policies as set forth (a)

herein, (b) on the Site and/or (c) if applicable, in a separately executed or accepted purchase order. All fees paid for the MaskedNinja Service are non-refundable and non-transferable except as expressly provided in these Terms of Service. All fees and applicable taxes, if any, are payable in United States dollars. You are solely responsible for the payment of, and shall pay when due, all applicable sales and use taxes and similar fees now in force, enacted or imposed in the future on the delivery of MaskedNinja Service and/or any related transactions (except for taxes assessed on BlueShield Labs net income or personal property). If for any reason BlueShield Labs pays any such taxes, duties or excises, you will reimburse BlueShield Labs for such taxes, duties or excises, other than taxes on BlueShield Labs net income.

MaskedNinja Service paid packages have a default term of 12 months. If your selected MaskedNinja Service package requires a recurring subscription fee, your MaskedNinja Service package will automatically renew, unless you change your billing settings to month-to-month, we terminate it, or you notify us by email (support@blueshieldlabs.com) of your decision to terminate your current MaskedNinja Service package. You must cancel any automatically renewing MaskedNinja Service package before it renews in order to avoid billing of subscription fees for the renewal term to your credit card. All fees and charges are non-refundable and there are no refunds or credits for partially used periods. If your MaskedNinja Service package is for a term of 12 months or longer, your subscription is deemed to have begun during the month in which you were first billed by BlueShield Labs for the MaskedNinja Service package (or, in the event that you add more Users to your MaskedNinja Service package after beginning your subscription, from the month in which you were first billed for those additional Users). You may terminate MaskedNinja Service packages with terms of 12 months or longer at any time; however, because such MaskedNinja Service packages may qualify for reduced rate pricing, upon termination BlueShield Labs will bill you for an amount equal to the difference between the reduced rate you actually paid, and the amount you would have paid under a standard rate MaskedNinja Service package.

License granted by BlueShield Labs

Subject to your compliance with these Terms of Service, BlueShield Labs grants you a limited non-exclusive, non-transferable license to download and install a copy of the MaskedNinja Service specific Plugins on your email client, using a web browser and or a mobile device and run such copy of the Plugins solely for your own personal or business use. BlueShield Labs reserves all rights of the Plugins not expressly granted to you by these Terms of Service.

Intellectual Property

MaskedNinja Service. BlueShield Labs shall own and retain all right, title, and interest in and to the MaskedNinja Service (except for any licensed content and software components included therein). Member agrees not to reverse engineer, decompile, distribute, license, sell, transfer, disassemble, copy, alter, modify, or create derivative works of the MaskedNinja Service or otherwise use the MaskedNinja Service in any way that violates the use restrictions contained in these Terms of Service. BlueShield Labs does not grant to Member any license, express or implied, to the intellectual property of BlueShield Labs or its licensors. Member further acknowledges and agrees that any information regarding the design, "look and feel",

specifications, components, functionality or operation and payment terms and pricing (if applicable) of the MaskedNinja Service is considered the confidential and proprietary information of BlueShield Labs (collectively "**BlueShield Labs Confidential Information**").

Member Data. Subject to the section below labelled "**Assignment of Certain Member Data**", Member shall retain all right, title and interest in and to (a) all graphics, images, files, data and other information transmitted by Member to BlueShield Labs in connection with its use of the MaskedNinja Service and (b) reports, dashboards and other materials generated by the MaskedNinja Service following such transmission (collectively, "**Member Data**"), provided, however, that Member hereby grants to BlueShield Labs a worldwide, royalty-free, non-exclusive license to use (1) data generated as a result of Member's use of the MaskedNinja Service solely for purposes of (1.1) maintaining and improving the MaskedNinja Service and (1.2) providing Member with access to special product offers and promotions and (2) non-identifiable, anonymous, aggregated data regarding Member's use of the MaskedNinja Service compiled by BlueShield Labs solely for marketing purposes or distribution to third party research firms.

Assignment of Certain Member Data. Notwithstanding the foregoing, upon your submission of a scanning report to a Corporate Member or any other Member, you hereby transfer all right, title, and interest in and to any transferred Member Data to the applicable Corporate Member or Member, *provided, however,* that such Corporate Member or Member hereby grants to you a worldwide, perpetual, royalty-free, non-exclusive license to maintain and utilize copies of such transferred Member Data (including any scanning reports) for personal recordkeeping purposes.

BlueShield Labs and MaskedNinja Service Logos and Designs. BlueShield Labs and MaskedNinja Service's graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks and or trade dress of BlueShield Labs in Singapore and/or other countries. BlueShield Labs trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without BlueShield Labs prior written permission.

Member Art. Member shall retain all right, title and interest in and to all of Member's logos, promotional graphics and related marketing designs (collectively, the "**Member Art**"), provided, however, that Member hereby grants to BlueShield Labs a worldwide, royalty-free, non-exclusive license to use the Member Art, as well as Member's corporate and/or trade name, for purposes of fulfilling its obligations hereunder and marketing BlueShield Labs products and services to third parties, subject to Member's right in each instance to approve the manner and form of such use (which approval shall be in writing and shall not be unreasonably withheld or delayed).

Derived Data. You shall own and retain all right, title, and interest in and to any data derived from your use of the MaskedNinja Service or that of any individual authorized by you to utilize the MaskedNinja Service (your "Users"), as defined below)(collectively, the "**Derived Data**"); provided, however, that you hereby grant to BlueShield Labs a worldwide, royalty-free, non-exclusive license to use data generated as a result of your use of the MaskedNinja Service solely for purposes of (1) maintaining and improving the MaskedNinja Service, (2) providing you and/or your Users with access to and information about customized features, new functionality, and partner integrations, and (3) sharing with our partners such data in anonymized, aggregated form.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the MaskedNinja Service ("**Feedback**"). You may submit Feedback by emailing us at support@blueshieldlabs.com or through the "Contact Us" section of the MaskedNinja Service. You acknowledge and agree that all Feedback will be the sole and exclusive property of BlueShield Labs and you hereby irrevocably assign to BlueShield Labs and agree to irrevocably assign to BlueShield Labs all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At BlueShield Labs request and expense, you will execute documents and take such further acts as BlueShield Labs may reasonably request to assist BlueShield Labs to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Confidentiality

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of BlueShield Labs and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than disclosure to your authorized employees and agents who are bound to maintain the confidentiality of Confidential Information. You shall promptly notify BlueShield Labs in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Company upon termination of this Agreement for any reason whatsoever. The term "Confidential Information" shall mean any and all of Company's trade secrets, confidential and proprietary information and all other information and data of Company that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical, financial, strategic and other proprietary and confidential information relating to Company's business, operations and properties, including information about Company's Users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

General Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is

violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

- Use, display, mirror or frame the MaskedNinja Service, or any individual element within the MaskedNinja Service, BlueShield Labs name, any BlueShield Labs trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without BlueShield Labs express written consent;
- Access, tamper with, or use non-public areas of the MaskedNinja Service, BlueShield Labs computer systems, or the technical delivery systems of BlueShield Labs providers;
- Attempt to probe, scan, or test the vulnerability of any BlueShield Labs system or network or breach any security or authentication measures;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as of privacy and publicity) of any other user of the MaskedNinja Service or staff member of BlueShield Labs.
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by BlueShield Labs or any of BlueShield Labs providers or any other third party (including another user) to protect the MaskedNinja Service or Site Content;
- Attempt to access or search the MaskedNinja Service or Site Content or download Site Content from the MaskedNinja Service through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by BlueShield Labs or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail or junk messages, spam, chain letters or other form of solicitation (including sending invitations to use the MaskedNinja Service to the mobile numbers of people you do not know);
- Use or disclose any BlueShield Labs Confidential Information, except as otherwise explicitly set forth herein.
- Use any meta tags or other hidden text or metadata utilizing a BlueShield Labs trademark, logo URL or product name without BlueShield Labs express written consent;
- Use the MaskedNinja Service or Site Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms of Service;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the MaskedNinja Service or Site Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the MaskedNinja Service or Site Content;

- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the MaskedNinja Service;
- Collect or store any personally identifiable information from the MaskedNinja Service from other users of the MaskedNinja Service without their express written permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual or entity to do any of the foregoing.

BlueShield Labs will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. BlueShield Labs may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Service. You acknowledge that BlueShield Labs has no obligation to monitor your access to or use of the MaskedNinja Service, or to review or edit any Member Content, but has the right to do so for the purpose of operating the MaskedNinja Service, to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the MaskedNinja Service, please notify BlueShield Labs copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
 2. Identification of the copyrighted work that you claim is being infringed;
 3. Identification of the material that is claimed to be infringing and where it is located on the Services;
 4. Information reasonably sufficient to permit BlueShield Labs to contact you, such as your address, telephone number, and email address;
 5. A statement that you 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 law; and
 6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.
- BlueShield Labs Designated Copyright Agent to receive notifications of claimed infringement can be reached at support@blueshieldlabs.com.

Links to Third-Party Websites

The MaskedNinja Service may now or in the future contain links to third-party websites, advertisers, services, or resources that are not owned or controlled by BlueShield Labs. You

acknowledge and agree that BlueShield Labs has no control over and is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, privacy policies, practices, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by BlueShield Labs of such websites or resources or the content, products, practices, privacy policies, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or services on or available from such websites or resources. Additionally, your dealings with or participation in promotions of any third parties, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such third parties. You agree that BlueShield Labs shall not be responsible for any loss or damage whatsoever and of any sort relating to your dealings with such third parties. We encourage you to be aware of when you leave the MaskedNinja Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit. You expressly relieve BlueShield Labs from any and all liability of any kind arising from your use of any third-party website or services or third party content.

Refer-a-Friend

If you choose to use our referral service to tell a friend about BlueShield Labs and or MaskedNinja Service, you must seek your friend's consent to our use of your friend's name and email address to contact them about the MaskedNinja Service. By providing us with your friend's name and email address, you warrant that your friend consents to such contact.

Termination and Account Cancellation

If you breach any of these Terms of Service, BlueShield Labs will have the right to suspend, disable or terminate your Account or terminate these Terms of Service, at its sole discretion and without prior notice to you. BlueShield Labs reserves the right to revoke your access to and use of the MaskedNinja Service at any time, with or without cause. In the event BlueShield Labs terminates these Terms of Service for your breach, you will remain liable for any and all amounts due hereunder. You may cancel your Account at any time from within the profile settings on the MaskedNinja Service, and or by sending an email to support@blueshieldlabs.com If you are party to a Statement of Work, you may terminate your obligations under these Terms of Service (a "Termination for Cause") in the event BlueShield Labs fails to perform or observe any material term or condition under these Terms of Service and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. In the event that your account is terminated by you or by BlueShield Labs for any reason, any licenses granted herein shall terminate, but your obligations described herein under the Sections titled "Fees and Payment," "Intellectual Property," "Confidentiality," "Links to Third Party Websites," "Disclaimers," "Indemnity," and "Limitation of Liability," as set forth herein, as well as any obligations of yours set forth in the MaskedNinja Service Privacy Policy available at <https://www.maskedninja.com/#/policies/privacy-policy> and shall survive any termination or expiration of your use of the MaskedNinja Service or any agreement, including a Statement of Work, between you and BlueShield Labs, and you will

not be entitled to receive any refunds for any prepaid amounts in the event of any early termination.

Disclaimers

THE MASKEDNINJA SERVICE AND SITE CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, BLUESHIELD LABS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. BLUESHIELD LABS MAKES NO WARRANTY THAT THE MASKEDNINJA SERVICE OR SITE CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. BLUESHIELD LABS MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, MASKEDNINJA SERVICE OR SITE CONTENT PURCHASED OR OBTAINED THROUGH THE MASKEDNINJA SERVICE OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE MASKEDNINJA SERVICE. BLUESHIELD LABS DOES NOT WARRANT THE RESULTS OF USE OF THE MASKEDNINJA SERVICE, AND CLIENT ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO. CLIENT SHOULD NOTE THAT IN USING THE MASKEDNINJA SERVICE, SENSITIVE INFORMATION WILL TRAVEL THROUGH THIRD PARTY INFRASTRUCTURES WHICH ARE NOT UNDER BLUESHIELD LABS CONTROL (SUCH AS, BUT NOT LIMITED TO, THIRD PARTY SERVERS AND THE INTERNET). BLUESHIELD LABS MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD PARTY INFRASTRUCTURES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BLUESHIELD LABS OR THROUGH THE MASKEDNINJA SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE MASKEDNINJA SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE MASKEDNINJA SERVICE. YOU UNDERSTAND THAT BLUESHIELD LABS DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE MASKEDNINJA SERVICE, NOR DOES BLUESHIELD LABS MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE MASKEDNINJA SERVICE. BLUESHIELD LABS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE MASKEDNINJA SERVICE OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE MASKEDNINJA SERVICE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE MASKEDNINJA SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE MASKEDNINJA SERVICE, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

Indemnity

You, as either a Member or a Corporate Member, agree to defend, indemnify, and hold BlueShield Labs, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable

legal and accounting fees, arising out of or in any way connected with your access to or use of the MaskedNinja Service, or your violation of these Terms of Service, including without limitation any breach of any representations or warranties herein, any infringement by you of BlueShield Labs intellectual property rights, and any claim by a third party that the Member Data or Member Art infringes such third party's intellectual property rights.

Limitation of Liability

YOU, AS EITHER A MEMBER OR A CORPORATE MEMBER, ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE MASKEDNINJA SERVICE AND SITE CONTENT REMAINS WITH YOU. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL EITHER BLUESHIELD LABS OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MASKEDNINJA SERVICE OR SITE CONTENT BE LIABLE FOR, BUT NOT LIMITED TO, ANY INCIDENTAL, LIQUIDATED, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, MASKEDNINJA SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR MASKEDNINJA SERVICE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF MASKEDNINJA SERVICE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR SITE CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE MASKEDNINJA SERVICE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE MASKEDNINJA SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BLUESHIELD LABS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL BLUESHIELD LABS HAVE ANY AGGREGATE LIABILITY WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF MASKEDNINJA SERVICE OR FROM THE USE OF OR INABILITY TO USE THE MASKEDNINJA SERVICE OR SITE CONTENT.

Export Control

You may not use, export, re-export, import, or transfer the Plugins except as authorized by Singapore laws, the laws of the jurisdiction in which you obtained the Application, and any other applicable laws. In particular, but without limitation, the Plugins may not be exported or re-exported: (a) into any United States and or Singapore embargoed countries; or (b) to anyone on Singapore and U.S. Treasury Department's list of Specially Designated Nationals or Singapore and U.S. Department of Commerce's Denied Person's List or Entity List. By using the Plugins, you represent and warrant that (i) you are not located in a country that is subject to a Singapore and U.S. Government embargo, or that has been designated by the Singapore and U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any Singapore and U.S. Government list of prohibited or restricted parties. You also will not use the Plugins for any purpose prohibited by Singapore and U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

Controlling Law and Jurisdiction

These Terms of Service and any action related thereto will be governed by the laws of Singapore without regard to its conflict of law's provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Service will be the state and federal courts located in Singapore and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Entire Agreement

These Terms of Service constitute the entire and exclusive understanding and agreement between BlueShield Labs and you regarding the MaskedNinja Service and Site Content, and these Terms of Service supersede and replace any and all prior oral or written understandings or agreements between BlueShield Labs and you regarding the MaskedNinja Service.

Assignment

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without BlueShield Labs prior written consent. Any attempt by you to assign or transfer these Terms of Service, without such consent, will be null and of no effect. BlueShield Labs may assign or transfer these Terms of Service, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given: by BlueShield Labs (i) via email (in each case to the address that you provide) or (ii) by posting to the Application or Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

General

The failure of BlueShield Labs to enforce any right or provision of these Terms of Service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of BlueShield Labs. Except as expressly set forth in these Terms of Service, the exercise by either party of any of its remedies under these Terms of Service will be without prejudice to its other remedies under these Terms of Service or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms of Service invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Service will remain in full force and effect.

Contacting BlueShield Labs

If you have any questions about these Terms of Service, please contact BlueShield Labs at operations@blueshieldlabs.com. You acknowledge and agree that when contacting BlueShield Labs, whether by email, chat, or otherwise, you will not include any personally identifiable information in your communications, and that if such information is included in your communications with BlueShield Labs, BlueShield Labs will have no legal obligation or liability with regard to such information.