

COMB WORKS LLC - TERMS OF USE

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1. **Use of the Site.** You have a limited, revocable license to review the materials and use the services on the Site. You may use the Site and the Comb Content for your use and for no other purpose. We reserve the right to bar, restrict or suspend any user’s access to the Site, and/or to terminate this license at any time for any reason. We retain complete title to the Site and the proprietary material on the Site. You are not allowed to modify, translate, or alter any proprietary material, proprietary notices or labels on the Site. You may not use the Site for any unauthorized or illegal purpose including (i) any activity to obtain or attempt to obtain unauthorized access to the Site, including our content; (ii) interfere with the proper working of the Site including the transmission of any virus or other malicious materials or instruction; or (iii) interfere with any other person’s or company’s use of the Site. The Site is not intended to be or contain professional advice. You may not use the Site to send solicitations or ads to persons or companies who have not agreed to receive such communications.

2. **Privacy Policy.** Our Privacy Policy is incorporated herein by reference. Please read the Privacy Policy which is available on our website. By using the Site, you accept the terms and practices described in the Privacy Policy.

3. **Click-Through Agreements.** Before using certain areas of the Site, you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked “I Accept” “I Agree” “I Consent” or other words or actions that acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click-Through Agreement will govern.

4. **User Obligations.** You agree that (a) you will abide by all applicable local, state, federal and international laws and regulations with respect to your use of the Site; (b) you will not interfere with the use and enjoyment of the Site by other users or with Comb’s operation and management of the Site; and (c) respect others in connection with the use of the Site.

You also agree that you will not use our Site to:

(a) upload, download, transmit or otherwise make available any content, including through any attachments thereto, that: (i) is unlawful, harmful, threatening, harassing, defamatory, libelous, invasive of another’s privacy or otherwise objectionable; or (ii) infringes any proprietary rights of any party;

(b) upload, download, transmit or otherwise make available any unsolicited or unauthorized materials, “junk mail,” or “spam;” and

(c) transmit in any way any material that contains software viruses, malware, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

5. **Proprietary Rights.** The content of the Site may include, without limitation, (i) our trademarks, logos and other distinctive identification; and (ii) information, data, materials, products, services, images and photographs, and (iii) the design, structure, selection, compilation, expression, functionalities, applications, and arrangement of any content contained in or available through the Site (collectively “Comb Content”).

6. Warranties Disclaimer. THE SITE AND THE CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMB, ITS AFFILIATES, DIRECTORS, MANAGER(S), MEMBERS, OFFICERS AND EMPLOYEES AND ITS AGENTS, REPRESENTATIVES, PROVIDERS, VENDORS, OR CONTRACTORS (COLLECTIVELY “COMB PARTIES”) DO NOT PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY THAT (i) THE SITE OR THE COMB CONTENT ARE COMPLETE, ACCURATE, RELIABLE OR NON-INFRINGEMENT; (ii) ACCESS TO THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR (iv) OUR SITE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

7. Exclusion Of and Limitation Of Liability. To the fullest extent permitted by applicable law, you agree that the Comb Parties shall not be liable for any claim, loss or damage, direct or indirect, including, without limitation, compensatory, consequential, incidental, indirect, special, exemplary or punitive damages of any kind whatsoever in connection with, as a result of, or arising out of the following (i) the use of or inability to use the Site and/or any Comb Content or any interruption in the availability of the Site; (ii) any loss of data and/or from any equipment failure; (iii) unauthorized access to or alteration of your transmission or data; (iv) the use of, reference to, or reliance on, the Comb Content; (v) any third party materials, information, products and services contained on, or accessed through, the Site; or (vi) any other matter relating to the Site or the Comb Content.

IN THE EVENT YOU ARE DISSATISFIED WITH, OR DISPUTE, THESE TERMS OF USE, THE SITE AND/OR THE COMB CONTENT, YOUR SOLE RIGHT AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE SITE, EVEN IF THAT RIGHT OR REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. YOU AGREE THAT COMB HAS NO OTHER OBLIGATION, LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PARTY.

8. Exclusions Permitted By Law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND THE COMB PARTIES’ LIABILITY BE WILL LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Term and Termination. These Terms of Use will take effect at the time you begin using the Site. Comb reserves the right, with or without notice, at any time and for any reason to deny you access to the Site(s) or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may cease or be suspended from use of the Site, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you agree to destroy all copies of any portion of the Site, including any Comb Content, in your possession.

10. Service Usage.

A. Eligibility. Any usage or access by those under 16 is strictly not allowed. If you are under 18, you can only use our Services with the consent of a legal guardian. Our Services are not meant for anyone under 18, and by using it, you accept any responsibilities that come from doing so. The Services are not available for anyone who has previously been banned by Comb.

B. Comb Accounts. Creating an account with Comb gives you access to the Services and functionalities We offer. If you are signing up on behalf of an organization or entity, you must have the authority to

represent that entity, and you are binding that entity to this Terms of Use. Unauthorized use of another user's account is strictly prohibited.

You must ensure that your account details are accurate and regularly updated. You are entirely responsible for all activity on your account. In the event of a security breach or unauthorized use of your account, you must notify Comb immediately.

By using the Services, you are consenting to receive certain e-mails or notifications from us. You can manage your notification preferences in your account settings.

C. By using our Services, you are confirming that you do not work for a competitor, and you will not share any information or insights you gain from our Services with any of our competitors.

Comb can change, stop, or limit the Services without prior notice. If you breach any part of these Terms of Use, your access can be terminated. We hold no responsibility for disputes between you and other Users.

11. Mobile Software. Comb may offer software to access the Services via mobile devices ("Mobile Software"). Comb grants you a limited, revocable license to use the Mobile Software, but you should not modify, distribute, or misuse it. Upgrades may be automatically applied. You are required to follow all applicable laws when using the Mobile Software.

12. Free Trial License. Upon registering on Comb's website for a free trial, We grant you a free trial license to access and use the Services. This trial lasts until: (a) the end of the free trial duration you registered for; (b) the commencement date of any paid subscription you order for the Services; or (c) the date Comb chooses to end the trial at our sole discretion. Additional trial terms may be provided on the trial registration webpage, which, if presented, are legally binding and incorporated into these Terms of Use. During your free trial, any data input, including user-generated content, or customization will be lost unless a paid subscription is purchased or the data is exported before the trial ends.

13. Paid Services.

A. Billing Policies. Services are provided for a fee. If you decide to use paid Services, you are agreeing to our pricing and payment policies, viewable at combworks.org. Updates to these policies can occur, and it is essential to be aware of them. Note: Valid credit cards are a must for paid accounts, but free trials do not necessitate one.

Comb may introduce new fee-based services or amend fees for current services. Any changes will be made with a 30-day notice, which may be posted on our website.

B. Upgrades or Downgrades. Shifting from a free or trial plan to a paid plan will end your trial, and immediate billing for the first month will ensue. Any change in your plan will result in a prorated bill, adjusting the charge on your next billing cycle. Should you downgrade or not transition from a free trial to a paid subscription, you might lose certain account features or content. Comb is not liable for these losses.

C. No Refunds. Cancelling your Comb account can be done anytime, but no refunds will be provided. We bill in advance, monthly or annually, and refunds or credits will not be given for partial months, upgrades/downgrades, or unused time in an open account. All purchases are final and non-transferable.

D. Payment Information; Taxes. You are responsible to keep your payment information, associated with the Services, accurate and up-to-date. You are responsible for all costs related to your payment method. All stated fees payable to Comb exclude taxes or duties set by tax authorities, for which you are responsible.

14. Third-Party Links, Services and Information. The Comb platform may contain links to resources or services offered by third parties that are not affiliated with or controlled by Comb. We wish to clarify the following:

- **Links & Services:** While these third-party links, services, and information might be available via our platform, Comb does not endorse or assume any responsibility for such external sites, their content, products, or services.
- **Risks:** If you decide to access or interact with any third-party content or services through our platform, you are doing so entirely at your own risk. Our Terms of Use and our Privacy Policy do not govern these third-party entities.
- **Liabilities:** You hereby release Comb from any liability related to your interaction with any third-party content, website, or service.
- **Transactions:** If you engage in any transaction with these third-party entities, your agreement is solely with them. This includes payment terms, delivery, warranties, and any other related aspects.
- **Third-Party Terms:** Some third parties may require you to accept their terms and conditions. You are solely responsible to review and agree to these terms if you decide to use their services or products.

15. Jurisdiction, Arbitration and Class Action Waiver.

A. Jurisdiction and Governing Law. These Terms of Use are governed by and construed in accordance with the laws of the State of Illinois, exclusive of its choice of law principles. Any dispute arising from the Terms of Use or your use of the Services will be subject to, and must be resolved in, the state courts located in DuPage County, Illinois, or the federal courts located in Chicago, Illinois, and you hereby submit to the personal jurisdiction and venue of these courts.

B. Arbitration Agreement. Before you initiate any arbitration against Comb, you must first send a detailed written notice of the dispute to admin@comb.works, and attempt an informal resolution. If after sixty (60) days, the dispute has not been resolved, any unresolved controversy or claim arising out of or relating to these Terms of Use, or breach thereof, shall be settled by arbitration administered by the JAMS under its Optional Expedited Arbitration Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Unless both parties agree otherwise, the location of any arbitration shall be in Chicago, Illinois. In any arbitration arising out of or related to these Terms of Use, the arbitrator may not award any incidental, indirect or consequential damages, including damages for loss of profits. In any arbitration arising out of relating to these Terms of Use, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. No fees shall be awarded to a prevailing party by the arbitrator.

C. Class Action and Jury Trial Waiver. You acknowledge and agree that both parties to these Terms of Use waive their right to a trial by jury. Additionally, you both agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis, and neither you nor Comb will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you or Comb act or propose to act in a representative capacity.

16. Contact Information. If you have any questions or concerns regarding these Terms of Use the content of the Site, or claims concerning intellectual property matters or any other matter concerning the Site, please contact: Comb Works LLC as follows: by e-mail: admin@comb.works; or by mail: Comb Works LLC, 1717 N. Naperville Blvd., Suite 105, Naperville, IL 60563.

17. Use of Websites and Content Outside of the United States. Comb operates its Site from Illinois in the United States of America. We in no way imply that the content on the Site is appropriate or available for use outside the United States. If you use or access the Site or the Comb Content outside of the United States, you are

responsible for compliance with any applicable laws and regulations of your jurisdiction as well as these Terms of Use.

18. Assistance with Scheduling or Services. If you need assistance with scheduling or any Services, contact us and We will use our best efforts to assist you. See Section 16 for contact information.

19. Miscellaneous.

(a) Governing Law. These Terms of Use and all matters regarding your use of the Site shall be governed by, construed in accordance with, and enforced under the laws of the State of Illinois, without regard to the conflict of law principles of Illinois or any other state. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded.

(b) Complete Agreement. These Terms of Use, together with any revisions, any Click-Through Agreement or other subscription document, and the Privacy Policy constitute the entire agreement between you and Comb concerning the Site, its use by you, and supersedes any previous written or oral communication regarding such matters, subject to amendment by Comb in accordance with the Terms of Use.

(c) Waiver; Severability. The failure of Comb to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision (or part thereof) of these Terms of Use is found by a court of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable, you nevertheless agree to give effect to the intentions as reflected in the provision, and all other provisions of the Terms of Use shall remain in full force and effect.

(d) Amendment. These Terms of Use are subject to amendment or modification by Comb at any time. You may stop using the Site or Services at any time, but your continued use of a Site or Services after the effective date of any modifications to the Terms of Use means you agree to the Terms of Use as modified.

(e) No Assignment of Terms of Use. You may not assign or transfer these Terms of Use, or any of your rights or obligations hereunder, without the prior written consent of Comb. Any attempted assignment without such consent will be null.

(f) Force Majeure. Any party hereto will be excused from performance under the Terms of Use for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, earthquake, pandemic, civil disobedience, labor dispute, or other cause beyond the party's reasonable control.

Effective Date: September 1, 2023