

# Terms of Service

These Terms of Service (the “Terms” or “Agreement”) cover your rights and obligations relating to your access and use of our website (located at [www.goalto.io](http://www.goalto.io)) (the “Site”) and proprietary platform (the “Platform”), as well as any other related products and services (collectively, the “Service”). Alto offers innovative solutions for individuals and entities (“Clients”) seeking to engage technical professionals (“Contractors”). All references to “we”, “us”, “our”, or “Alto”, refer to Celerative, Inc., a Delaware corporation. All references to “you”, “your”, or “user” relate to users of the Service, including Clients and Contractors. In addition to these Terms, please review Alto’s Privacy Policy, which describes our practices related to the collection and use of your information to provide the Service. You also understand that, as part of your use of the Service, you may be required to enter into additional agreements with Alto, or Alto may be an intended third-party beneficiary to other agreements (collectively, the “Additional Agreements”). In the event of a conflict between these Terms and the terms of any Additional Agreement, the terms of such Additional Agreement shall govern as to the specific subject matter therein. The rights granted pursuant to these Terms are intended to supplement and not to reduce or replace any rights Alto may have under the Additional Agreements.

BY ACCESSING OR USING THE SERVICE AND/OR CREATING AN ACCOUNT, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SERVICE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SERVICE. FURTHER, BY MAINTAINING AN ACCOUNT, YOU AGREE THAT THESE TERMS AND OUR PRIVACY POLICY APPLY TO YOUR PAST USE, IF ANY, OF THE SERVICE PRIOR TO THE EFFECTIVE DATE.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 19) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

## 1. Service

1.1 Service Generally. The Platform consists of Alto’s proprietary software-as-a-service platform that allows Clients to engage Contractors for Contractors’ specialized services (“Contractor Services”), and it enables Clients to seamlessly manage relationships with Contractors around the world. Clients can use the Platform to find talent within Alto Talent pool for staffing, engage Contractors (either directly by the Client or through Alto, at the Client’s option) to their accounts payable systems, execute agreements and produce statements of work, and simplify the process of making payments to Contractors. Contractors use Alto to easily connect with Clients, memorialize contract terms, store payment and bank account preferences, and unify payment flows through a single platform.

1.2 Account Creation. In order to use certain features of the Service, you must register for an account (“Alto Account”) and provide certain information about yourself and/or the entity you represent, as applicable, and as otherwise prompted by the Platform. Although you do not need a Alto Account to browse the Site, you will need a Alto Account to use the Platform. You represent and warrant that: (a) all required registration information you submit is truthful and accurate and (b) you will maintain the accuracy of such information. You may delete your Alto Account at any time, for any reason, by clicking “Delete My Account” button in your Alto profile. Company may suspend or terminate your Alto Account in accordance with these Terms. Alto and any of its financial partners may use this information to perform due diligence and background check-up procedures on you before creating an Alto Account.

You are solely responsible for maintaining and protecting your username and password. You agree that we will not be liable for any loss or harm that you incur if someone else uses your information to interact with the Platform, either with or without your knowledge, and that you will be solely responsible for such use, whether or not you authorized the use. If you become aware that an unauthorized third party is using your information to interact with the Platform, you must promptly notify us of such use.

1.3 Onboarding Process. You can create a Alto Account either as a Client or as a Contractor.

1.3.1 Alto Account for Clients. In order to register a Alto Account, Clients and the Client's legal representative will need to provide the following information:

- Company Legal Name
- Type of Company
- Address and zip code
- Tax ID
- Legal representative's name
- Legal representative's email
- Phone number

After completing the signup, the Client will be able

- to create Job Posts to find talent within the Alto talent pool.
- to create a new contract in which she or he will have to provide information of: contract start date, Contractors' country of residence,, days of termination, payment amount and currency, frequency of payments and Contractors' email. This process is exactly the same whether the Customer is going to contract directly (Contractors Agreement) or via Alto (Plug'n Play).

1.3.2 Alto Account for Contractors. In order to register a Alto Account, Contractors will need to provide the following information:

- Contractor's full name
- Address
- Nationality
- Identification (ID or passport)
- Fiscal/tax ID
- Date of Birth
- Phone Number
- Depending on the Contractor's country tax residence, additional documents might be required.

1.4 Client Services. Once the Client is onboarded, the Client will have the option to select from an array of services (the "Client Services"), including:

- Finding talent within the Alto Talent Pool. Once the Client uploads a Job Post, it will receive a Proposal for experts that may match their requirements. If the client accepts the proposal, will have to sign a Statement of Work (SOW) for each Proposal.
- To manage Contractors payments, as is described in section 1.3.1.

1.5 Payment Methods. The Contractor can choose the payment method that best suits their preferences, within the options of: bank account (local or foreign), Payoneer, among others.

## 2. Limitations on Use of Service.

Any rights not granted herein are strictly reserved by Alto. You shall not, and you shall not permit any third party to: (a) re-license or

sublicense, lease, loan or otherwise distribute the Service to any third person in violation of these Terms; (b) access content or data not intended for you, or log onto a server that you are not authorized to access; (c) attempt to probe, scan, or test the vulnerability of the Service, or any associated system or network, or to breach security or authentication measures without proper authorization; (d) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Service, overloading, "flooding," "spamming," "mail bombing," "crashing," or undertaking similar activities; (e) resell the Service or permit third parties to use the Service without our prior written consent; (f) make unauthorized copies of any content in the Service; (g) reverse engineer, decompile, disassemble or translate any software used by Alto to deliver the Service (the "Software"), or otherwise attempt to view, display or print the Software's source code; (h) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software; (i) advertise anything illegal, engage in any illegal, deceptive or fraudulent business practice, or take any other action that could result in claims, fees, fines, penalties or other liability to Alto or any of its affiliated companies, or to you; (j) spread, or facilitate the spread of, any viruses, worms or other malicious computer programs that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (k) infringe upon any party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; (l) use any robot, spider, other computer program, or manual process, to monitor or copy the Service, or any portion of the Service; or (m) make any information derived from the Service available to others as a form of market research or competitive intelligence.

### 3. Ownership of the Service.

The Service contains important and proprietary property owned by us, including software that constitutes our intellectual property and trade secrets. Nothing in these Terms shall be construed as a conveyance of any ownership right or title in or to our property. We only grant you a nonexclusive, nontransferable, non-sublicensable, and revocable right to access and use the Service for the purposes permitted by these Terms, and only for as long as you are permitted to access the Service.

Further, you may choose to, or we may invite you to submit comments, suggestions, or ideas about the Service, including how to improve the Service ("Feedback"). By submitting any Feedback, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation. We may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that we do not waive any rights to use similar or related ideas previously known to us, developed by its employees, or obtained from other sources.

### 4. Third Party Sites and Services.

Our Service may be integrated with services provided by third parties as part of the functionality of the Service. You understand that we do not have control over third parties and that such third parties are not agents of Alto. As such, we make no guarantees about, and assume no responsibility for, the information or services provided by third parties. You acknowledge and agree that we make no representation or warranty about, and do not endorse, third party's products or services or the information provided by third parties, whether through the Service or otherwise. Accordingly, we are not responsible for your use of any third-party product or service or any harm or losses arising from or relating to your use of any third-party products or services. You should contact the third party with any questions about their products and services. Alto hereby disclaims and you hereby discharge, waive and release Alto and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services. For California residents, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

5. Updates to the Service.

Alto may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Service ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. If you do not want such Updates, your remedy is to stop using the Service. Your continued use of the Service is your agreement to these Terms with respect to the Service.

## 6. Information You Provide to Alto.

As part of the functionality of the Service we provide, you have the ability to provide us with information about yourself through the Service, including but not limited to the information you provide us during the onboarding process as described in Section 1. The information collected by us is detailed in our Privacy Policy. By providing this information, you grant us the right to use the information for the purposes described in these Terms and in our Privacy Policy. While we do not claim ownership over any such information and content that you provide, you agree that we have the right to use such information and content in furtherance of the Service. Further, by providing us with information and content through the Service, you represent and warrant that you own, or have the full legal authority to distribute all information that you provide through the Service.

## 7. Information We Make Available to You.

As part of the Service, we may provide you with various information in furtherance of the Service. Our intention in doing so is to be helpful and to make the Service more useful to you. However, you agree that all information and suggestions that we provide to you through the Service is strictly for informational purposes and shall not be construed or relied upon in any way, and specifically shall not be construed or relied upon as professional advice of any kind. You agree that, to the fullest extent permitted by law, and as detailed below in the "Limitation of Liability" section of these Terms, we will not incur any liability at all whatsoever in the event that your reliance on any information provided by us results in harm or damage to you or your property.

## 8. Representations and Warranties.

In addition to any other representations made by you in these Terms, you represent, warrant and covenant that: (a) you have full right, power and authority to enter into and fully perform its obligations under these Terms, (b) the execution, delivery and performance of these Terms do not conflict with any other agreement to which you are a party or by which you are bound, and (c) you will at all times comply with all laws, rules and regulations applicable to its activities, duties and obligations hereunder, including but not limited to data privacy and protection laws and employment and labor laws.

Further, to the extent Clients use the Platform to receive Contractors' services, Clients represent, warrant and covenant that Client shall: (a) properly supervise Contractors to verify satisfactory performance subject to the specifications of any project; (b) be responsible for its business operations, products, services, and intellectual property; or (c) properly supervise, control, and safeguard its premises, processes, and systems.

Notwithstanding the foregoing, Client shall ensure that all Contractor and their personnel, are properly classified as independent contractors under applicable law, including, without limitation, ensuring that (a) Contractors are solely responsible for determining the method, details and means of performing the work in connection with the Contractor Services; (b) Contractors and their agents have no authority to enter into contracts that bind Client or create obligations on the part of Client without the prior written authorization of Client; (c) Contractors are excluded from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Contractors' compensation or benefits; and (d) Contractors are fully responsible for applicable withholding taxes for all compensation paid to Contractors and their agents.

Contractors are responsible for compliance with all applicable labor and employment requirements with respect to Contractors' self-employment, sole proprietorship or other form of business organization, and with respect to their agents, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements.

## 9. Inappropriate and Illegal Content Prohibited.

You agree not to transmit any inappropriate content on the Service including, but not limited to, libelous, defamatory, obscene, pornographic, abusive, or threatening content; content that advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; content that is misleading or not true; or advertise or otherwise solicits funds for goods or services. We may remove such content from our servers, and we may suspend or revoke your access to the Service, and we reserve the right to investigate, and seek applicable remedies for, violations of applicable law to the fullest extent of the law.

## 10. Intellectual Property Rights of Other.

You may not upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of intellectual property or proprietary rights of any third parties. You represent and warrant to Alto that you own, or have the right to use, all information that you provide on or through the Service. If you do not respect a third party's intellectual property or proprietary rights, you are solely responsible for any violations of law.

## 11. Confidentiality.

Each party (as "Receiving Party") agrees that all code, Customer Data, Feedback (as that term is defined below), inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as expressly authorized herein, the Receiving Party shall (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section. The Receiving Party's confidentiality obligations shall not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 12. DISCLAIMER OF WARRANTIES.

THE SERVICE AND THE CONTRACTOR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ALTO EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

ALTO MAKES NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICE OR CONTRACTOR SERVICES, INCLUDING ANY DELIVERABLES OR WORK PRODUCT PROVIDED IN CONNECTION WITH CONTRACTOR SERVICES: WILL MEET YOUR REQUIREMENTS; WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ALTO OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY.

ALTO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE, BUSINESS, OR INFORMATION ADVERTISED OR OFFERED BY A THIRD PARTY, INCLUDING USERS, THROUGH OR IN CONNECTION WITH THE SERVICE, AND ALTO IS NOT A PARTY TO ANY TRANSACTION BETWEEN YOU AND THIRD-PARTIES, INCLUDING OTHER USERS.

ALTO MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE, AND ALTO WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICE.

Some states do not allow limitations on implied warranties, so the above limitation may not apply.

## 13. LIMITATION OF LIABILITY.

NOTHING IN THESE TERMS AND IN PARTICULAR WITHIN THIS "LIMITATION OF LIABILITY" CLAUSE SHALL ATTEMPT TO EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) ALTO BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICE, EVEN IF ALTO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) ALTO TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED \$100. TO THE EXTENT CLIENTS AND CONTRACTORS CONTRACT DIRECTLY WITH EACH OTHER FOR THE PROVISION OF A CONTRACTOR'S SERVICES (THE "DIRECT CONTRACTUAL RELATIONSHIP"), ALTO DISCLAIMS ALL LIABILITY OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THE DIRECT CONTRACTUAL RELATIONSHIP.

## 14. Indemnification.

You agree to defend, indemnify and hold harmless Alto, its directors, officers, and agents, as well as its licensors, and suppliers from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of (i) your use of the Service, (ii) your violation of these Terms, or (iii) your violation of any law or the rights of any third party. Alto reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Alto and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Alto's prior written consent. Alto will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 15. Maintenance.

From time to time, it will be necessary for Alto to perform maintenance on its system. Such maintenance includes routine maintenance to ensure the continued provision of the Platform through the continued operation of Alto's system or upgrading, updating or enhancing its system. Alto shall use its commercially reasonable efforts to perform such maintenance at such times to minimize the impact of any downtime of its system to you. To the extent Alto is able, Alto shall make an effort to notify you in advance of any scheduled maintenance.

## 16. Security.

Alto shall implement and maintain the appropriate safeguards and controls to deter and for the detection, prevention and correction of any unauthorized intrusion, access or use of the Platform. You acknowledge and agree that notwithstanding the security requirements, such methods and procedures may not prevent unauthorized electronic intruders to access the Platform. Except as may be required by law, Alto shall not be liable to you, and hereby disclaims responsibility, with respect to any action, destructive or otherwise, by any unauthorized intruder.

## 17. ASSUMPTION OF RISK.

YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. YOU AGREE THAT IF YOU CHOOSE TO USE THE SERVICE, YOU ARE DOING SO VOLUNTARILY. YOU ASSUME ALL SUCH RISKS WITHOUT LIMITATION.

## 18. Governing Law.

These Terms shall be governed by the laws of the State of Delaware, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the state and federal courts in or for San Francisco County, California for the purpose of litigating all such claims or disputes, unless such claim or dispute is required to be arbitrated as set forth in these Terms.

## 19. Dispute Resolution.

You agree to resolve any dispute, claim, or controversy arising out of or relating to your use of the Service in the following manner. First, we both agree to attempt in good faith to resolve the dispute informally by contacting each other by email. Second, if the dispute is not resolved through informal resolution, we both agree to attempt in good faith to resolve the dispute through mediation administered by JAMS, which shall take place in San Francisco County, California, and the costs of which shall be divided equally between you and Alto. Third, if the dispute is not resolved through informal resolution and mediation, we both agree to participate in binding arbitration administered by JAMS, which shall take place in San Francisco County, California.

Either you or we may bring a lawsuit solely for injunctive relief without first engaging in the dispute resolution process described above.

We both agree that, in the event of arbitration, or in the event of a lawsuit as permitted by this Section or otherwise, the prevailing party shall be entitled to costs and fees (including reasonable attorneys' fees). Arbitration pursuant to this Section shall be confidential, and neither you, nor Alto, nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. There shall be no right or authority for any claims subject to this arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general). If any portion of this arbitration clause is determined by a court to be

inapplicable or invalid, then the remainder shall still be given full force and effect.

YOU AND ALTO EACH HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Nothing contained in this Section shall limit our ability to terminate, or otherwise take action related to, your account as provided in these Terms.

## 20. Notice and Procedure for Making U.S. Claims of Copyright or Trademark Infringement.

If you believe that your work has been copied in a way that constitutes copyright and/or trademark infringement, please provide a notice (a "DMCA Notice") with the following information to Alto's Copyright Agent:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or trademark interest;
- A detailed description of the copyright work or trademark that you claim has been infringed;
- A description of precisely where the material that you claim is being infringed is located on the Service;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or trademark owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or trademark owner or authorized to act on the copyright or trademark owner's behalf.

Alto's Copyright and Trademark Agent for DMCA Notices is:

Celerative Inc.

548 Market St.PMB 88961 San Francisco, CA 94402

We may give notice to our users by means of a general notice on our Service, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated Copyright and Trademark Agent. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access had been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake to misidentification of the material to be removed or disabled; and
- Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Alto may be found, and that you will accept service or process from the person who provided notification of alleged infringing material or an agent of such person.

Alto may terminate Accounts that have been the subject of five (5) separate DMCA notices. In the event a user's materials are removed due to a DMCA Notice and then subsequently restored due to the filing of a counter-notification, Alto will treat the underlying DMCA



Notice as withdrawn. Alto reserves the right to terminate Accounts that are the subject of fewer than five (5) DMCA Notices in appropriate circumstances - such as where the user has a history of violating or willfully disregarding these Terms.

## 21. Term and Termination.

These Terms will remain in full force and effect as long as you continue to access or use the Service, or until terminated in accordance with the provisions of these Terms. However, the provisions of these Terms that by their sense and context are intended to survive the termination of these Terms shall survive the termination.

## 22. Severability and Waiver.

If, for whatever reason, any term or condition in these Terms is deemed unenforceable, all other terms and conditions will remain unaffected and in full force and effect. The failure to enforce any provision of these Terms is not a waiver of our right to do so later, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

## 23. Assignment.

These Terms shall be binding on the parties and their respective successors and assigns. These Terms may be assigned by Alto without restriction. These Terms may not be assigned or otherwise transferred by you without our prior written consent.

## 24. Modifications to these Terms.

Alto reserves the right to change these Terms from time to time, with or without notice to you. If you continue to use the Service, you consent to the new Terms. We will always have the latest Terms posted on the Service.

## 25. Headings Used in these Terms.

The section headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.

## 26. Changes to these Terms.

Alto reserves the right to change these Terms from time to time, with or without notice to you. If you continue to use the Service, you consent to the new Terms. Any changes to these Terms will become effective on the "Effective Date" indicated above. Alto will always have the latest Terms posted on the Service. You agree that you will review these Terms periodically.