

Owner Data Agreement

This Owner Data Agreement (this “Agreement”) sets forth the terms and conditions under which individuals, whom we call “Owners”, may use the Personal service (“Personal Service”) to upload, store and manage data and content, and can permit others to receive and use such data and content as part of the Personal Service.

[Last Revised: February 7, 2014 \(view archived versions\)](#)

Summary of Important Terms & Rights for Owners

You own your ~~data~~ **Data**

Under the ~~terms of this~~ [Owner Data](#) Agreement, ~~Owners~~ **you** will own all ~~copies of their data that they upload to the Personal Service, as well as any data they create while using the Personal Service~~ [your data, notes and files \(collectively, “Data”\) that you store and manage in Personal.](#)

You control who gets access to your ~~data~~ **Data**

Only ~~Owners~~ **you** can grant access to ~~their data that is stored with the Personal Service. Personal~~ [your Data, and you can stop access at any time. Personal can’t access your sensitive Data or any files, all of which are encrypted. We](#) will never grant any third party access to ~~an Owner’s data~~ [your Data](#), except ~~strictly in accordance with our Privacy Policy, which is incorporated into and made a part of this Agreement and may be found here, or when specifically required by law~~ [in accordance with our Privacy Policy, such as for legal process. Even then, we can’t technically grant access to your sensitive Data or files, which are encrypted and only you can unlock.](#)

[Transparency](#)

[We’re committed to being transparent with you about our business model, terms and management of your Data. You’ll always be able to see which Owners, organizations or apps you’ve shared your Data with through features at personal.com or on our native mobile apps.](#)

[Other registered users accept the Owner Data Agreement](#)

~~Data Users~~ **Other Owners** are contractually obligated to use ~~Owner data~~ [your Data](#) only as authorized by ~~the Owner~~ **Any Data User** (as defined below) to whom an Owner elects to grant access to their data stored with the Personal Service will be required to agree to the terms and conditions in this Agreement regarding the use of such data, ~~you and to stop using it if you revoke access. If they don’t, it’s a violation of this Agreement and our Terms of Use.~~

Take your ~~data~~ **Data** with you

~~At an Owner’s request, Personal will promptly export their data and permanently delete all data that the Owner has stored with the Personal Service.~~ [Summary of Important Terms & Rights for Data Users](#) **Personal, your Data is 100% portable. Export it, share it, use it on forms, or permanently delete it from Personal. Yes, at Personal, we’ve built in a delete button for your Data.**

~~Covenants~~ **Data Users must never violate**

~~Data Users may not access, use, store, share or monetize an Owner’s data without explicit permission from the Owner, and must agree to transparency in the usage of such data. In other words, Data Users must clearly explain how they will use an Owner’s data.~~

AGREEMENT

~~THIS IS A LEGAL AGREEMENT. PLEASE CAREFULLY READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.~~

~~BY CLICKING THE “I AGREE TO THE OWNER DATA AGREEMENT” BUTTON ON THE REGISTRATION PAGE, YOU INDICATE YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AND YOU AGREE THAT THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND PERSONAL. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCEPT THIS AGREEMENT, AND YOU MAY NOT USE THE PERSONAL SERVICE.~~

~~This Welcome to Personal, Inc.!~~ This Owner Data Agreement (this “Agreement”) is a legally binding contract between ~~Personal, Inc.~~ (“Personal”) and the person or entity indicating his or her acceptance of the individual or organization (“you” or “Owner”) accepting this Agreement (“you”), and governs your use of the Personal service (“Personal Service”). By clicking “I AGREE TO THE OWNER DATA AGREEMENT” on the registration page, you ~~acknowledge that you have read and understood, and agree to be bound by the terms of, this Agreement.~~ and Personal, Inc. (“Personal” or “we” or “us”). This Agreement applies to your use of all products, services, websites, mobile websites, native mobile applications, and co-branded products and services with our partners (collectively, the “Personal Service,” which includes your “Data Vault”) that are owned and operated by Personal.

Please read this Agreement carefully before accepting it and using the Personal Service. By clicking agree and using the Personal Service, you agree to be bound by this Agreement. If you accept on behalf of an organization, you’re legally binding the organization to this Agreement and represent that you have the authority to do so. If you don’t agree with these terms and conditions, you shouldn’t accept this Agreement, and you may not use the Personal Service.

If we make any material change to this Agreement, we will post a that in our sole discretion is material, we will notify you (for example, by email to the email address in your account or prominent notice within the Personal Service) that this Agreement has been modified. The new version of the Agreement linked on the home page of the Personal Service will indicate it is revised and set forth the effective date of the revision. Before using the Personal Service following any revision of this Agreement, you will be asked to agree to be bound by such revised Agreement or, if you do not agree, you will be provided with limited will show the date it was modified. If you disagree with any change to the Agreement, you will be able to export your Data from the Personal Service and permanently delete it. Your continued use of the Personal Service for a period of thirty (30) days for the purpose of exporting all your data and permanently deleting your account 30 days after the update will constitute your acceptance of the revised Agreement.

~~The provisions contained in this Agreement supersede all previous notices or statements regarding our terms and conditions for use of the Personal Service. The Summary of Important Terms set forth above is provided for your convenience, solely as a courtesy. In the event of any conflict between the terms and conditions in this Agreement and the Summary of Important Terms set forth above, the terms and conditions of this Agreement shall prevail. If you are not at least 18 years of age, old but over 13, we expect you may not to use the Personal Service without the express Service only with the guidance, supervision and consent of your parent or guardian (indicated by that person’s electronic signature approving this Agreement). No part of the Personal Service is directed at children under the age of 13, and, if you are under the age of 13, you may not use the Personal Service under any circumstances.~~

~~This Agreement was last updated on November 11, 2011.~~

1 DEFINITIONS

PLEASE NOTE THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. (SEE SECTION 10).

1. Overview

~~The following terms have the meanings set forth below, and other defined terms have the meanings set forth where such terms are first underlined:~~ Personal Service empowers you to access, store, import, upload, add, securely share, and complete forms with your data, notes and files (collectively, your “Data”). Our free version allows you to receive and access Data from others and the new Data you created during your free trial. The subscription version allows you to add, edit or share Data, complete forms, and more, in addition to receiving and accessing Data. You can always choose to export and permanently delete your Data from any version of Personal.

~~1.1 “Consent to Grant Access” means a specific, written authorization by an Owner for one or more Data Users to access and use specific Shared Gems for a limited purpose and/or period of time.~~

~~1.2 “Data” means Owner Data and/or Third Party Owner Data, as applicable.~~

~~1.3 “Data User” means a party that is granted the right by an Owner to access Shared Gems through the Personal Service or Personal Access and use such Shared Gems for commercial purposes pursuant to a Consent to Grant Access and the terms and conditions of this Agreement, including the Data User Covenants.~~

~~1.4 “Data User Covenants” means the rules applicable to the use by Data Users of the Personal Service, Personal Access and Shared Gems, and which are incorporated into each Consent to Grant Access. Any revisions in the Data User Covenants will be reflected in new Consents to Grant Access, and the current version of such Covenants will always be set forth on the website. Existing or prior Consents to Grant Access will remain subject to the Data User Covenants in effect at the time the Consent was authorized, unless the Owner agrees to a change. The Data User Covenants are hereby incorporated into this Agreement. Presently, Personal is developing Data User Covenants and will post them for Owners to review.~~

~~1.5 “Data Vault” means a feature of the Personal Service that enables Owners to store and manage Data.~~

~~1.6 “Gems” mean subsets of Data that are organized around a specific theme to enable such Owner to share targeted, relevant Data with Data Users. Examples of Gems are Car Maintenance, House Sitter, Kid’s Food Favorites, Pet Basics, etc.~~

~~1.7 “Owner” means an individual who has registered to use Personal and is not a Data User.~~

~~1.8 “Owner Data” means data and information, including both personally identifiable information and non-personally identifiable information, about an Owner that is uploaded by such Owner to their Data Vault. Owner Data does not include Third Party Owner Data or Third Party Content.~~

~~1.9 “Personal Access” means a feature of Personal that enables, through use of an application programming interface to the Data Vault, Owner authorized Data Users to access Shared Gems for the purpose of providing value to an Owner, including but not limited to completing forms, website personalization, discounts, points, payment or other benefits.~~

~~1.10 “Personal Service” means the Personal Data Vault and Service, located at www.personal.com, where Owners may upload, store and manage the Owner Data, download Third Party Owner Data and grant permission to Data Users to access and use such Owner Data and Third Party Owner Data, as more fully set forth in this Agreement.~~

~~1.11 “Shared Gem” means a specific Gem to which an Owner authorizes access by one or more Data Users for a specific use and/or limited period of time, as set forth in an applicable Consent to Grant Access.~~

~~1.12 “Third Party Content” means content and information uploaded by an Owner to their Data Vault that is not the property of such Owner.~~

~~1.13 “Third Party Owner Data” means data, information and content that is downloaded into such Owner’s Data Vault from a third party at the request of such Owner and with the permission of such third party.~~

2 ACCESS TO AND USE OF THE PERSONAL SERVICE

2. Access to and Use of the Personal Service

Personal hereby grants ~~to~~ you a limited, personal, non-transferable right and license to access and use the Personal Service, subject to all ~~of~~ the terms and conditions of this Agreement and our Terms of Use.

~~3-DATA~~

3. Data

3.1 Data Ownership and Rights.

- a. You always retain ownership of the copy of your Data in your Data Vault, and only you can give permission to share.
- b. Personal will never grant any third party access to your Data, except in limited circumstances and only in accordance with our Privacy Policy (such as when specifically required by law), which is incorporated into and made a part of this Agreement. Even in such circumstances, because your sensitive Data and all files are encrypted and only you hold the key, we can't technically access them.
- c. Personal, other Owners and third party organizations (such as companies or apps) are not granted any right to use your Data or other third party data in your Data Vault, except for the specific purpose(s) for which you have granted it and subject to how the sharing occurs, as described in Section 4.
- d. If you grant your Data for viewing access only, you can update it for anyone with whom you've shared it or stop access. If you grant the right to import Data, the copy will become part of the receiving party's Data Vault.

3.2 License to Access and Use Your Data.

- a. When you choose to grant access to your Data to another Owner or a third party organization, you are granting a non-exclusive, limited right to access and use the applicable Data from your Data Vault solely for the purpose intended, including any reuse or resharing permissions (such as use in Fill It to auto-complete forms). If granted on a viewing access basis, you can stop access at any time.
- b. In consideration of the limited authorizations you provide to other Owners or third party organizations for accessing your Data, the recipient agrees not to use or disclose, in whole or in part, to any other party such shared Data except as permitted, and in accordance with this Agreement and/or any separate account or membership agreement you may have with a recipient, such as a third party organization.
- c. To facilitate the Personal Service on your behalf, you hereby grant to Personal a non-exclusive, royalty-free license to use, store, reproduce and display any Data you store or manage through the Personal Service solely as reasonably necessary to operate the Personal Service at your direction and on your behalf, and subject to this Agreement, our Terms of Use and our Privacy Policy.

3.3 Data Security. ~~Personal understands that maintaining the confidentiality and~~ The security and privacy of your Data is important ~~are paramount to you, and us.~~ Personal uses industry standard, or better, administrative, physical and technical safeguards to protect the security, confidentiality, and integrity of your Data. For example, Personal doesn't store your password to Personal, and our technology uses the same encryption algorithms relied on by banks, the military and U.S. government. Your Data Vault is housed in a hosting provider that has 24/7 physical and biometric protections, in addition to firewalls, intrusion detection systems, and an array of other technological safeguards and security ~~of Data~~ certifications. Click here for more. Nonetheless, no security measures are 100% effective, and Personal cannot guarantee absolute security. ~~In addition,~~ PERSONAL SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS, HACKING, OR OTHER SECURITY INTRUSIONS OR FAILURE TO STORE OR THE THEFT, DELETION, CORRUPTION, DESTRUCTION, DAMAGE, OR LOSS OF ~~OR FAILURE TO STORE ANY DATA OR INFORMATION. In the event this Agreement expires or is terminated, and upon Owner's written request, Personal will export to you a copy of your Data before you delete your account.~~

~~3.2 Gems~~3.4 Changes to Data Organization. You understand and agree, that the ~~specific Gems available on the Personal Service,~~containers of Data (“Gems”) and the data fields ~~that within them~~ are ~~included in each Gem, are~~solely determined by Personal, and ~~that~~ Personal reserves the right, ~~from time to time,~~ to reorganize and/or remove certain Gems and ~~the~~ data fields ~~contained therein.~~ ~~You further acknowledge and agree that in~~from time to time. In connection with such reorganization and/or removal ~~activities,~~ it is possible that some Data ~~contained in Gems~~ may be deleted and/or moved ~~to a new Gem, and that~~ In such cases, we will give you notice and try to help you preserve your Data, but Personal shall not be responsible for any loss or relocation of any Data arising out of such reorganization and/or removal ~~activities.~~

~~3.3 Data Ownership and Rights. Owners always retain ownership of their Owner Data, and Personal and Data Users are not granted any right to use Owner Data or Third Party Owner Data, except for the specific permissions that are granted to them in a Consent to Grant Access. Third Party Owner Data remains the property of the third party from which such Data was obtained, provided that the applicable Owner shall have a license that permits them to include Third Party Owner Data in Shared Gems.~~

~~3.4 License to Access and Use Shared Gems.~~

~~(a) In the relevant Consent to Grant Access, each Owner grants to any Data User with whom he or she has elected to provide a Shared Gem, a non-exclusive, limited, non-transferable, non-assignable, license, without the right to grant or authorize sublicenses, to access and use the applicable Shared Gem solely for the purpose and period of time set forth in the applicable Consent to Grant Access, and solely in accordance with the Data User Covenants.~~

~~(b) In consideration of a Consent to Grant Access, the relevant Data User agrees not to use or disclose, in whole or in part, to any third party such Shared Gem except as expressly permitted in the applicable Consent to Grant Access, and in accordance with the terms and conditions of this Agreement, including, without limitation, the Data User Covenants.~~

3.5 Suggestions for Improvement. You ~~hereby~~ grant to Personal a royalty-free, worldwide, transferable, ~~sublicenseable~~sublicensable, irrevocable, perpetual license to use or incorporate into the Personal Service any suggestions, enhancement requests, recommendations, or other feedback ~~related to the Personal Service that is~~ provided by you to Personal and/or its representatives.

~~4 TERM AND TERMINATION~~

4. Control and Sharing

You control your Data in your Data Vault, and you set permissions for sharing it through the Personal Service. Depending on how you share, you’ll have varying degrees of control over your Data with other Owners or third parties. Of course, you always retain control over the copy of Data in your Data Vault.

4.1 ~~Term of Agreement. This Agreement will commence upon the date that you accept this Agreement and shall continue in force and effect until its termination in accordance with Section 4.2 below.~~Secure Share. You can share your Data with other Owners on a viewing access or import basis through your Data Vault, which we call “Secure Share” – our recommended mode of sharing. Viewing access is the safest way to share and will maintain your ownership over your Data. It means the recipient can see, receive updates as you make them, and use Data to complete forms or reshare it but can’t import your Data. You may stop access to your Data at any time and further use without your permission will violate this Agreement and our Terms of Use. This also applies to you and Data shared with you. Allowing Data to be imported means it will become a part of the recipient’s Data Vault, and you can’t stop access to it.

4.2 Fill It and Email. When you use your Data to auto-complete web forms, you will be subject to the data, usage and privacy practices of the site or organization receiving it, just as if you had manually entered the information and submitted the form. Likewise, sharing your Data via email through your Data Vault means once it’s emailed, you can’t stop access. Please note that email isn’t as secure as Secure Share, but, because we’re committed to you being in control of your Data, we wanted to give you the choice.

4.3 Partners, Personal Connect, and Third Party Applications. You may be offered access to and use of the Personal Service through: (a) a third party company or organization that partners with us (a “Partner”) because, for example, you are a member or customer of that Partner; (b) your choice to use Personal Connect, a Single Sign On feature that simplifies registrations for sites and may allow you to share specific Data in exchange for certain benefits from the site; or (c) your choice to use your Data in conjunction with third-party applications (“Apps”) that integrate with the Personal Service.

In each case, you may have an independent (and sometimes pre-existing) relationship and/or account information stored with a Partner, Personal Connect site or Apps (“Data Users”) by virtue of being a member, customer or user of the Data User. In some cases, a Data User may provide a copy of your information to you in your Data Vault, in which case that copy will become yours. Where you grant access to your Data to a Data User, you may stop access at any time. Data already shared or updated with a Data User may remain in its system and subject to its data, usage and privacy practices, which we don’t control, based on your independent relationship with the Data User. Upon stopping access to your Data, the Data User may retain the last copy you shared, but they will not have ongoing access to it in your Data Vault.

5. Transparency

You will always be able to view which Owners, organizations or Apps you’ve shared your Data with through features in your Data Vault at personal.com or on our native mobile apps.

6. Term and Termination

~~4.2 Termination~~ This Agreement will commence upon the date you accept it and shall continue in force and effect until its termination. You may terminate this Agreement at any time by ceasing to use the Personal Service, and canceling and permanently deleting your account. Before doing so, you may choose to export your Data.

Personal may terminate this Agreement and your right to use the Personal Service upon ~~thirty (30)~~ days’ notice to you if Personal ceases to offer the Personal Service. If you breach this Agreement or our Terms of Use, Personal may terminate this Agreement and/or your right to use the Personal Service immediately without notice.

~~TAXES~~

7. Taxes

You understand and agree that you are solely responsible for the payment of any and all local, state and/or federal taxes that may be imposed upon you as a result of the receipt by you of anything of value provided to you in connection with your use of the Personal Service.

~~6 WARRANTIES AND DISCLAIMER~~

8. Warranties and Disclaimer

~~6.1 By You. Each Owner represents~~ You represent and ~~warrants~~ warrant to Personal that any ~~Owner Data with respect to which you provide a Consent to Grant Access, and your uploading to and storage with~~ Data that you upload, store, use, permit access to or otherwise manage in the Personal Service ~~of any Third Party Content~~, does not violate any law or legal requirement, and does not infringe the privacy, intellectual property, or any other rights of any other person or entity. ~~Owners~~ You agree to defend, indemnify and hold harmless Personal, and all other persons or entities using the Personal Service, from and against any loss or damages arising out of your breach of the foregoing warranty.

~~6.2 Disclaimer. YOU UNDERSTAND AND AGREE, THAT~~ THE PERSONAL SERVICE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTION, MATERIALS AND SERVICES, IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, ~~ON AN “AS IS” AND “AS AVAILABLE” BASIS. PERSONAL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EITHER~~ EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS,

USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ~~OR NON-INFRINGEMENT AND~~.

PERSONAL DOES NOT WARRANT THAT THE PERSONAL SERVICE OR THE FUNCTION, CONTENT OR SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, FREE FROM HACKING OR OTHER SECURITY INTRUSION, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PERSONAL MAKES NO WARRANTY ~~OR REPRESENTATION REGARDING THE PERSONAL SERVICE, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE PERSONAL SERVICE, OR~~ THAT THE PERSONAL SERVICE WILL MEET ~~YOUR REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE~~ USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE PERSONAL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE PERSONAL SERVICE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE PERSONAL SERVICE. USE OF THE PERSONAL SERVICE IS AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGES YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE PERSONAL SERVICE. Because some states and jurisdictions do not allow limitations on implied warranties, some of the above ~~limitation~~ limitations may not apply. In that event, such warranties are limited to the minimum warranty scope and period allowed by applicable law.

7 LIMITATION OF LIABILITY

9. Limitation of Liability

~~TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PERSONAL, ITS SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF INFORMATION, LOSS OF DATA, PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF, OR RESULTING FROM THE USE OF OR INABILITY TO USE THE PERSONAL SERVICE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF PERSONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT YOU BELIEVE THAT PERSONAL HAS BREACHED THIS AGREEMENT, YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO CEASE USE OF THE PERSONAL SERVICE, AND THAT PERSONAL'S SOLE OBLIGATION WILL BE TO DELETE YOUR DATA AND CLOSE YOUR ACCOUNT.~~ Because some states and ~~jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply.~~ GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL PERSONAL, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, CONTENT OR SERVICE PROVIDERS, OR SUCCESSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO (i) THE USE OF, OR THE INABILITY TO USE, THE PERSONAL SERVICE, MATERIALS AND FUNCTIONS RELATED THERETO, (ii) UNAUTHORIZED ACCESS TO OR LOSS, CORRUPTION, OR ALTERATION OF DATA, TRANSMISSIONS, OR CONTENT, (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE PERSONAL SERVICE, (iv) PERSONAL'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT OR CREDIT CARD INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM, (v) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF YOUR DATA OR ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION, (vi) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE SERVICE, OR (vii) ANY OTHER MATTER RELATING TO THE PERSONAL SERVICE, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, GOODWILL, LOST BUSINESS, USE, DATA, SALES, COST OF SUBSTITUTE SERVICES, OR OTHER INTANGIBLE LOSSES, EVEN IF PERSONAL OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GENERAL

IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT THE TOTAL LIABILITY OF PERSONAL TO YOU FOR ANY AND ALL CLAIMS ARISING FROM YOUR USE OF THE PERSONAL SERVICE OR OTHERWISE ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PERSONAL SERVICE IN THE PRECEDING YEAR. THE LIMITATIONS OF DAMAGES

SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PERSONAL AND YOU. THEY SHALL APPLY REGARDLESS OF WHETHER A CAUSE OF ACTION MAY BE IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE), STATUTE, OR ANY OTHER LEGAL THEORY, EITHER ARISING FROM THIS AGREEMENT, OR YOUR USE OF OR INABILITY TO USE THE PERSONAL SERVICE. Some jurisdictions do not allow the limitation or exclusion of certain liabilities, so some of the above limitations may not apply to you.

10. Dispute Resolution, Arbitration Agreement, and Class Action Waiver

Informal Dispute Resolution. It's our goal that you have a great experience using Personal. If you have a problem or concern with the Personal Service, we want to learn about and address it.

You agree that you will notify Personal about any dispute regarding this Agreement or your use of the Personal Service by sending an email with the subject line "Notice of Dispute" to legal AT personal.com. Your Notice of Dispute must include your name, pertinent account information (such as the email address linked to your account) to identify yourself as an Owner, a brief description of your dispute, and contact information. You and we will attempt to resolve it through informal negotiation within 60 days from the receipt of your Notice of Dispute. If the dispute cannot be resolved within 60 days, either you or we may initiate formal proceedings according to this Agreement, and you may proceed to binding arbitration or small claims court as described below.

Binding Arbitration. If you decide that we haven't satisfied your concern and that you must pursue alternative means to address it, you agree that any disputes and/or claims arising from this Agreement and/or the use of the Personal Service shall be resolved exclusively through binding arbitration, rather than a court (the "Arbitration Agreement"). In return, Personal agrees to arbitrate any claims or disputes that it may have against you arising from this Agreement and/or your use of the Personal Service using this same procedure. Any arbitration shall be subject to the Federal Arbitration Act, governed by the rules of the American Arbitration Association, and conducted before a single neutral arbitrator in Washington, D.C., unless you and we agree otherwise. The arbitration will be conducted in English. The arbitrator shall not be bound by rulings in prior arbitrations involving different Owners. Each party shall bear its own costs, including any attorneys' fees, associated with such arbitration. Any award rendered in arbitration shall be final and binding, and may be enforced in any court having competent jurisdiction. In addition and without limiting the foregoing, you agree that Personal shall have the right to apply for injunctive remedies (or an equivalent type of urgent legal relief) outside of arbitration in any jurisdiction. Notwithstanding this provision, you may bring your claim in a small claims court of competent jurisdiction after attempting to resolve your dispute informally.

CLASS ACTION WAIVER. YOU AGREE TO WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION IN STATE OR FEDERAL COURT AND MAY ONLY USE INFORMAL DISPUTE RESOLUTION, BINDING ARBITRATION OR SMALL CLAIMS COURT TO RESOLVE YOUR DISPUTE ON AN INDIVIDUAL BASIS. In return, Personal waives its right to join or consolidate claims in arbitration by or against other Owners. If this class action waiver is found unenforceable, you and we agree that any class action, representative action, or private attorney general action will be prosecuted in a court of competent jurisdiction, rather than through mandatory arbitration, and the remainder of this Agreement and this Section 10 will continue to apply.

Regardless of any statute or law to the contrary, you agree that any claim or cause of action you may have with respect to the Personal Service must be filed within one year after the claim or cause of action arose or be forever barred.

11. General

8-11.1 Assignment. You may not assign this Agreement either in whole or in part, without the prior written consent of Personal. Any assignment in violation of this ~~Section~~section shall be void and of no effect.

11.2 Entire Agreement. This Agreement, any consents you provide to grant access to your Data, and Personal's Privacy Policy and Terms of Use, as each may be amended or modified in accordance with its terms, are expressly incorporated by reference and constitute the entire agreement between you and Personal and govern your use of the Personal Service, superseding and replacing any prior agreements and terms and conditions applicable to the Personal Service. You may also be subject to additional terms and conditions that are applicable to certain parts of, or services offered on or through, the Personal Service. If the terms and conditions of this Agreement and the Terms of Use conflict, this Agreement's provisions with respect to its subject matter shall prevail.

8-211.3 Governing Law. This Agreement You and we acknowledge that this Agreement evidences a transaction involving interstate commerce and that it will be governed by and construed in accordance with the laws of the United States (including the Federal

Arbitration Act) and the State of Delaware, ~~except for excluding its rules regarding conflicts of laws. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the state and federal courts in Wilmington, Delaware in any litigation arising out of the Agreement.~~ conflicts-of-law rules, regardless of your country of origin or where you access the Personal Service. This Agreement will specifically not be governed by the United Nations Convention on the Law Applicable to Contracts for the International Sale of Goods, if otherwise applicable. Your use of the Personal Service may be subject to other local, state, national, and international laws.

~~8.3~~11.4 *Relationship of the Parties.* The parties to this Agreement are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.5 Summary and Section Headings. This Agreement's summary and section headings are for convenience only and have no legal or contractual effect. If the provisions of this Agreement and the summary and section headings ever conflict, this Agreement's terms and conditions shall prevail.

~~8.4~~11.6 *Survival.* ~~The~~All provisions of ~~Sections 3.3, 3.5, and 5—8 shall~~this Agreement that, by their nature, should survive any termination or expiration of this Agreement shall do so, including, without limitation, Sections 3 and 6-11. Any termination or expiration of this Agreement shall not relieve you of any obligations that may have arisen or accrued prior to such termination or expiration or limit any liability you otherwise may have to Personal, including, without limitation, any indemnification obligations contained herein.

~~8.5~~ *Waivers.* ~~The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.~~11.7 Waiver and Severability. The failure of Personal to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

~~8.6~~ *Entire Agreement.* ~~This Agreement and the Data User Covenants, Consent to Grant Access and Privacy Policy, as each may be amended or modified in accordance with its terms, constitutes the entire agreement between you and Personal with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. In the event of any conflict between the terms and conditions of this Agreement, and the terms and conditions set forth in the Personal Terms of Use, the terms and conditions of this Agreement shall prevail.~~

If you have any questions about this Agreement, please contact us at support AT personal.com or at Legal Department, 1010 Wisconsin Ave., N.W., Ste. 150, Washington, D.C. 20007.

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