

Cocoon Terms of Service Agreement

Last Updated: September 11, 2023

Welcome to Cocoon, a software solution that administers parental, medical and caregiver leave among other services that are now or in the future made available on the Site (as defined below) (the “**Program**”). The Program is operated by Cocoon Financial Services, Inc. (“**Cocoon**”, “**us**”, “**our**”, and “**we**”) through the website located at www.cocoon.com (the “**Site**”) and, as may be available, in mobile applications (the “**Applications**” and collectively with the Site and all services provided through the Site and Applications, the “**Services**”).

Certain features of the Services may be subject to additional guidelines, terms or rules, which will be posted in the Services in connection with such features. All such additional terms, guidelines and rules are incorporated by reference into this Terms of Service Agreement (“**Terms**”).

These Terms set forth the legally binding terms for your use of the Services whether you are simply a “**Visitor**” (which means you are just browsing the Services) or a “**Member**” (which means that you and your employee have registered to use them). Collectively, Visitors and Members are referred to as “**Users**” or individually as a “**User**” or “**you**”. BY ACCEPTING THESE TERMS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THESE TERMS. YOU MAY NOT ACCESS OR USE THE SERVICES OR ACCEPT THESE 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 OR USE THE SERVICES.

PLEASE BE AWARE THAT SECTION 10 OF THIS AGREEMENT CONTAINS PROVISIONS GOVERNING HOW CLAIMS BETWEEN YOU AND US ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT THAT WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

THESE TERMS ARE SUBJECT TO CHANGE BY COCOON AT ANY TIME AS PROVIDED IN SECTION 1.6 BELOW.

1. Cocoon's Program.

1.1 The Program. Members may access, use and participate in the Program, brought to you by Cocoon and the entity that is identified as your employer through the Services (your "Employer"). The Program is a service that you can use to streamline your parental, medical or caregiver leave process including applying for state and insurance benefits. You may only use the

Program for your own personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Program is prohibited by applicable laws, then you aren't authorized to use it. Cocoon cannot and will not be responsible for you using the Program in a way that breaks the law.

1.2 Eligibility. Any current employee (a) who is offered the Program by his or her Employer, (b) whose name and email address are provided to Cocoon by his or her Employer and (c) who registers an account on the Site or through an Application (an "Account") using, as applicable, the passwords, security protocols and policies and network links or connections provided by his or her Employer ("Access Protocols") is eligible to participate in the Program and become a Member. Your Employer will be responsible for all Access Protocols and any changes required in order to access the Services.

1.3 Enrollment. In order to enroll, you must provide certain information about yourself, including your name and email address, and you must agree to these Terms, acknowledge the Privacy Policy located at www.cocoon.com/privacy. You agree to provide only accurate and true information to us during enrollment and to update that information as needed. When you enroll, you will create a username and password that will allow you access to your Account. It is your responsibility to keep your password confidential. We reserve the right at any time to limit Program enrollment.

1.4 Employer Data. Cocoon will receive information about you from your Employer, including but not limited to: your last name, first name, start date, employment classification, start date, salary, manager, human resources business partner, and any other information necessary to enable Cocoon to

provide the Services (“Employer Data”). Your Employer will be solely responsible for the accuracy and completeness of the Employer Data.

1.5 Your Obligations.

a. You must comply at all times with these Terms and all laws, rules and regulations that are applicable to you. You hereby acknowledge that you may only participate in the Program if and to the extent that such participation is permitted by these Terms and all applicable laws, rules and regulations. We may refuse at any time to enroll you, or we may restrict, modify or terminate your participation in the Program without liability to you or any other party, if you violate these Terms or any law, rule or regulation, or if your participation in the Program violates any law, rule or regulation.

b. In connection to the Program, you will be asked to provide certain data, including but not limited to: your residential address, social security number, leave status and plans, insurance information and any other information necessary for Cocoon to provide the Services in accordance with these Terms (“Member Data”). You shall notify Cocoon immediately of any unauthorized use of any password or account or any other known or suspected breach of security. You represent and warrant to Cocoon that all Member Data you provide is true, current, complete and correct, and will promptly update such information to ensure that it remains true, current, complete and correct. Cocoon reserves the right to refuse or cancel your Account or your use of the Services if Cocoon determines that you have not provided true, current, complete and accurate Member Data.

1.6 The Services and these Terms May be Suspended, Changed or Terminated. We and/or your Employer reserve the right to: (a) suspend, change or terminate the Services, in whole or in part; (b) add, delete or change available Services; (c) modify, limit or suspend the use of the Services; and (d) modify, limit or suspend the Services. If we make changes that we believe will have a material impact on your use of the Program, we will let you know by sending you an email if we have a current email address for you, and by noting on the Site that these Terms have been updated. The effective date of any change in these Terms will be the date specified in the notice. If you disagree with the changes to these Terms, you may opt out of the Services by terminating these Terms as provided in Section 9. Your ongoing use of the Program and Services after the changes take effect signifies your agreement to the new Terms.

1.7 Termination of Your Enrollment. We may cancel and/or suspend your enrollment in the Program at any time, without cause and/or without notice. We may terminate and/or suspend your enrollment immediately, without notice, if there has been a violation of these Terms or other policies and terms that apply to the Program. Your right to use the Program will end once your employment with your Employer or your enrollment is terminated.

1.8 Release. BY USING THE SERVICES, YOU HEREBY AGREE: (A) TO RELEASE US AND ALL OF OUR AFFILIATES, SUBSIDIARIES, RETAILERS, SALES REPRESENTATIVES, DISTRIBUTORS AND PARTNERS, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE INCURRED WITH RESPECT YOUR USE OF THE SERVICES; (B) UNDER

NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR ANY OTHER DAMAGE OR LOSS, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES; (C) ALL CAUSES OF ACTION OR CLAIMS ARISING OUT OF OR CONNECTED WITH THE PROGRAM OR ANY AWARD SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (D) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, EXCLUDING ATTORNEYS' FEES AND COURT COSTS.

2. Use of the Services and Cocoon Properties.

2.1 Cocoon Properties License. The Site, the Services, the Program, any Applications and the information and content available on the Site and in any Applications and the Services (collectively, the "Cocoon Properties") are protected by copyright laws throughout the world. Subject to these Terms, Cocoon grants you a limited license to reproduce portions of Cocoon Properties for the sole purpose of using the Services for your personal purposes. Unless otherwise specified by Cocoon in a separate license, your right to use any Cocoon Properties is subject to these Terms.

2.2 Application License. Subject to your compliance with these Terms, Cocoon grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of any available Applications on mobile device(s) or computer(s) that you own or control and to run such copy of the Application solely for your own personal purposes. Furthermore, with respect to any Application accessed through or

downloaded from the Apple App Store (an “App Store Sourced Application”), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.

2.3 Updates. You understand that the Cocoon Properties are evolving. As a result, Cocoon may require you to accept updates to Cocoon Properties that you have installed on your computer(s) or mobile device(s). You acknowledge and agree that Cocoon may update Cocoon Properties with or without notifying you. You may need to update third-party software from time to time in order to use Cocoon Properties.

2.4 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Cocoon Properties or any portion thereof; (b) you will not frame or utilize framing techniques to enclose any trademark, logo or other Cocoon Properties (including images, text, page layout or form); (c) you will not use any metatags or other “hidden text” using Cocoon’s name or trademarks; (d) you will not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Cocoon Properties, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you will not use any manual or automated software, devices or other processes (including spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Services (except that we

grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you will not access Cocoon Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Cocoon Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you will not remove or destroy any copyright notices or other proprietary markings contained on or in Cocoon Properties. Any future release, update or other addition to Cocoon Properties will be subject to these Terms. Cocoon, its suppliers and service providers reserve all rights not granted in these Terms. Any unauthorized use of Cocoon Properties entitles Cocoon to terminate the licenses granted by Cocoon pursuant to these Terms.

3. Ownership.

3.1 Cocoon Properties Ownership. All of the written and visual materials, design elements and trademarks appearing on the Cocoon Properties are owned by us and our suppliers and are protected by U.S. copyright, trademark, patent and trade secret laws and treaties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Cocoon Properties.

3.2 Feedback. You agree that submission of any ideas, suggestions, documents and/or proposals to Cocoon through its suggestion, feedback, or similar pages or in any other manner (“Feedback”) is at your own risk and that

Cocoon has no obligations (including obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Cocoon a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of and otherwise commercially or non-commercially exploit in any manner, any and all Feedback in connection with the operation and maintenance of Cocoon Properties.

3.3 Blind Data. Cocoon shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize and analyze any non-personally identifiable data or information resulting from your use of the Cocoon Properties (“Blind Data”). To the extent that any Blind Data is collected by Cocoon, such Blind Data shall be solely owned by Cocoon and may be used by Cocoon for any lawful business purpose without a duty of accounting to you, provided that the Blind Data is used only in an aggregated form, without specifically identifying the source of the Blind Data. Cocoon agrees to comply with the applicable contractual obligations, privacy and other nondisclosure policies, and legal obligations of you, including, policies, laws and regulations respecting the dissemination and use of such Blind Data.

4. Third-Party Services.

4.1 Third-Party Websites, Applications & Ads. Cocoon Properties may contain links to third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”) and with the Third-Party Websites, the “Third-Party

Properties”). When you click on a link to a Third-Party Property, we will not warn you that you have left Cocoon Properties and are subject to these Terms and conditions (including privacy policies) of another website or destination. Such Third-Party Properties are not under the control of Cocoon. Cocoon is not responsible for any Third-Party Properties. Cocoon provides these Third-Party Properties only as a convenience and does not review, approve, monitor, endorse, warrant or make any representations with respect to Third-Party Properties, or their products or services. You use all links in Third-Party Properties at your own risk. When you leave our Site, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and you should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

4.2 App Stores. You acknowledge and agree that the availability of any Application is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (“App Store”). You acknowledge that these Terms are between you and Cocoon and not with the App Store. Cocoon is solely responsible for Cocoon Properties, including any Applications, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use any Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with Cocoon Properties, including any Application. You agree to comply with, and your license to use

any Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using Cocoon Properties, including any Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of these Terms and will have the right to enforce them.

5. Indemnification. Upon a request by us, you agree to defend, indemnify and hold harmless us, our employees, contractors, officers, directors, agents, other affiliated companies, suppliers and distributors from all liabilities, claims and expenses, including attorneys' fees, relating to or arising out of: (a) your use of, or inability to use, Cocoon Properties; (b) your violation of these Terms; (c) your violation of any rights of another party, including your Employer and/or any other Member; or (d) your violation of any applicable laws, rules or regulations. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

6. No Warranties. WE PROVIDE THE COCOON PROPERTIES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE AND OUR SUPPLIERS AND DISTRIBUTORS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE COCOON PROPERTIES. TO THE EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS AND DISTRIBUTORS DISCLAIM IMPLIED WARRANTIES THAT THE COCOON PROPERTIES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED OR NON-INFRINGEMENT. WE AND OUR SUPPLIERS AND DISTRIBUTORS DO NOT GUARANTEE THAT

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COCOON PROPERTIES WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE COCOON PROPERTIES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A COCOON REPRESENTATIVE OR THE REPRESENTATIVE OF YOUR EMPLOYER SHALL CREATE A WARRANTY. You may have additional consumer rights under your local laws that this contract cannot change. You use the Cocoon Properties at your own risk.

7. Limitation of Liability. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US OR OUR SUPPLIERS OR DISTRIBUTORS IS THE CANCELLATION OF YOUR ENROLLMENT.

WE AND OUR SUPPLIERS AND DISTRIBUTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE COCOON PROPERTIES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR

LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS AND DISTRIBUTORS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

UNDER NO CIRCUMSTANCES WILL COCOON OR OUR SUPPLIERS OR DISTRIBUTORS BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES, OR (B) ONE HUNDRED DOLLARS (\$100 USD).

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COCOON AND YOU.

8. Remedies.

8.1 Violations. If Cocoon becomes aware of any possible violations by you of these Terms, Cocoon reserves the right to investigate such violations. If, as a result of the investigation, Cocoon believes that criminal activity has occurred, Cocoon reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Cocoon is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Cocoon Properties or in Cocoon's possession in connection with your use of Cocoon Properties to: (a) comply with applicable laws, legal process or governmental request; (b) enforce these Terms; (c) respond to your requests for customer service; or (d) protect the rights, property or personal safety of Cocoon, its Users or the public, and all enforcement or other government

officials, as Cocoon in its sole discretion believes to be necessary or appropriate.

8.2. Breach. In the event that Cocoon determines, in its sole discretion, that you have breached any portion of these Terms, or have otherwise demonstrated conduct inappropriate for Cocoon Properties, Cocoon reserves the right to: (a) warn you via e-mail that you have violated these Terms; (b) discontinue your registration(s) with or use of any Cocoon Properties; (c) notify and/or fully cooperate with the proper law enforcement authorities for further action; and/or (d) pursue any other action which Cocoon deems to be appropriate.

9. Term and Termination. These Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Cocoon Properties, unless terminated earlier in accordance with these Terms. Cocoon may terminate these Terms and your access to the Services at any time, for any reason, including if you have materially breached any provision of these Terms or if Cocoon is required to do so by law. You agree that Cocoon will not be liable to you or any third party for any termination of your Account. If you want to terminate these Terms and your access to the Services, you may do so by (a) notifying Cocoon at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent via email to support@cocoon.com or such other method as we or your Employer provide to you. Upon termination of these Terms, your right to use the Services will terminate immediately. All provisions of these Terms that, by their nature should survive, will survive termination of Services, including, without limitation, ownership provisions, warranty

disclaimers and limitations of liability. If your registration(s) with or ability to access Cocoon Properties is discontinued by Cocoon due to your violation of these Terms, then you agree that you will not attempt to re-register with or access Cocoon Properties through use of a different name or otherwise.

10. Dispute Resolution. Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Cocoon and limits the manner in which you can seek relief from us.

10.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to the Cocoon Properties or to any aspect of your relationship with Cocoon, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Cocoon may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the Effective Date of these Terms or any prior version of these Terms.**

IF YOU AGREE TO ARBITRATION WITH COCOON, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST COCOON ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS

AGAINST COCOON IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

10.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent: 1209 Orange Street Corporation Trust Center, City of Wilmington, County of New Castle, 19801. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider, in San Francisco, California. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Cocoon will pay them for you. In addition, Cocoon will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims

totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Cocoon will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

Any and all controversies, disputes, demands, counts, claims, or causes of action between you and Cocoon and our employees, agents, successors, or assigns, regarding or relating to these Terms or the Cocoon Properties shall exclusively be governed by the internal laws of the State of California, without regard to its choice of law rules and without regard to conflicts of laws principles except that the arbitration provision shall be governed by the Federal Arbitration Act.

10.3 Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency will have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Cocoon. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an

individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

10.4 Waiver of Jury Trial. YOU AND COCOON HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Cocoon are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 10.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

10.5. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in Section 11.6.

10.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the Cocoon address below or at support@cocoon.com within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Cocoon username (if any), the

email address you used to set up your Cocoon Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

10.7 Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

10.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Cocoon.

10.9 Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Cocoon makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) for which you had already provided notice to Cocoon.

11. General Provisions.

11.1 Electronic Communications. The communications between you and Cocoon use electronic means, whether you visit Cocoon Properties or send Cocoon e-mails, or whether Cocoon posts notices on Cocoon Properties or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Cocoon in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures and other communications that Cocoon provides to you electronically satisfy any legal

requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

11.2 Release. You hereby release Cocoon, its subsidiaries, affiliates, officers, employees, agents, partners and licensors and their successors (collectively, the “Cocoon Parties”) from claims, demands, any and all losses, damages, rights and actions of any kind, including personal injuries, death and property damage, that is either directly or indirectly related to or arises from your use of Cocoon Properties, including any interactions with or conduct of Third-Party Properties of any kind arising in connection with or as a result of these Terms or your use of Cocoon Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage, for any unconscionable commercial practice by a Cocoon Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Cocoon Properties.

11.3 Assignment. These Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Cocoon’s prior written consent, and any attempted assignment,

subcontract, delegation or transfer in violation of the foregoing will be null and void. We may assign this contract at any time.

11.4 Force Majeure. Cocoon will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, epidemics, pandemics, governmental orders, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

11.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to Cocoon Properties, please contact us at: support@cocoon.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

11.6 Exclusive Venue. To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and Cocoon agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in San Francisco County, California.

11.7 Governing Law. THESE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER

THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.

11.8 Notice. Where Cocoon requires that you provide an e-mail address, you are responsible for providing Cocoon with your most current e-mail address. In the event that the last e-mail address you provided to Cocoon is not valid, or for any reason is not capable of delivering to you any notices required/permitted by these Terms, Cocoon's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Cocoon at the following address: support@cocoon.com.

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11.12 Contact. You may contact Cocoon at any time by email: support@cocoon.com or via mail at:

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