

Spire Terms of Service

Definitions:

These Spire Terms of Service form an agreement (the “**Agreement**”) between You and The North American Christian Convention dba Spire, a non-profit corporation (“**Spire,**” “**We,**” “**Our,**” or “**Us**”).

This Agreement applies to the services provided by Spire (“**Services**”). If you are accessing the Services on your own behalf, then the references in this Agreement to “**You**” and “**Your**” refer to you individually. If you are accessing the Services on behalf of an organization or other entity, then the references in this Agreement to “**You**” and “**Your**” refer to you and that organization or other entity.

In either case, Spire is willing to permit You to access and use the Services only if You agree to be bound by this Agreement. Specific terms in this Agreement apply based specifically upon Your selection of Services (as indicated on an online Order Form) - not all terms (particularly in Section 17(b)) apply to Your Services unless You subscribe to those Services. For example, terms in this Agreement relating to the Initiatives only apply to You if you elect to participate in a Initiative.

Though some Services are provided free of charge they still require acceptance of this Agreement. Other Services may include a financial transaction which will be described on Your Order Form(s) and include:

- “**Resource Center**”
- “**Assessments**”
- “**Job Board**”
- “**Mentorships**”
- “**Premium Subscription**”
- “**Events**”
- “**Sponsorships**”
- “**Polling**”

Spire may add or remove Services (including those listed above) from time to time.

You enter into this Agreement with Spire either by accepting this Agreement or using any of the Services. By entering into this Agreement, You represent that You have authority to enter into the Agreement with Spire, both on Your own behalf or on behalf of any other entity or organization on behalf of which you are accessing or using the Services. **IF YOU DO NOT AGREE WITH THIS AGREEMENT, PLEASE DO NOT ACCEPT THIS AGREEMENT OR ACCESS OR USE THE SERVICES.**

This Agreement takes precedence over and supersedes any prior agreements, whether oral or written, express or implied, between Spire and You, including any non-disclosure or confidentiality agreement.

You and Spire agree as follows:

- 1. Order Forms.** You may enter into one or more order forms in connection with this Agreement (each, an "**Order Form**") setting forth the Services to be provided to You under this Agreement, the pricing for those Services, and additional terms applicable to those Services. Each Order Form you enter into with Spire will become a part of this Agreement. This Agreement will take precedence over and supersede any conflicting terms of any Order Form, unless the Order Form indicates that it expressly supersedes this Agreement with an amendment of some kind.
- 2. Additional Agreements.** You may also enter into additional agreements with Spire regarding the Services ("**Additional Agreements**"). Additional Agreements regarding the Services will supplement this Agreement as to the Services covered by the Additional Agreement. An Additional Agreement will take precedence over and supersede this Agreement only as to the Services covered by the Additional Agreement and this Agreement will continue to control in all other respects.
- 3. Your Data.** Our Services may involve the processing or other use of raw data and information You provide or make available to Spire about You, Your organization, members, or attendees ("**Your Data**"). Spire will only use Your Data to provide You with the Services and to perform its obligations and exercise its rights under this Agreement and Spire agrees to delete Your Data upon the termination or expiration of this Agreement, in each case in accordance with this Agreement (including and subject to Section 17.b below) and any Additional Agreement(s). Except as set forth herein, Spire will not share Your Data with any other party and in no case will Spire sell, lease or license Your Data. You agree that certain Services may be dependent on You providing Your Data to Spire in a specific form. You will not submit Your Data to Spire in a way that violates any applicable laws, rules, regulations or third party rights. You represent and warrant that You have all necessary rights and permissions to provide Us with Your Data and for Spire to use Your Data for the Services You select on Your Order Form, and that You will not submit any of Your Data in a way that is inconsistent with any promises or representations You have made to the applicable data subjects.
- 4. Services Data.** Through Our Services, Spire provides data and datasets, as well as information including analytics and insights based on those data and datasets ("**Services Data**"). Services Data originates both from Spire and from Our third party suppliers and licensors ("**Data Suppliers**"). Absent a specific Additional Data Services project and only with your express consent, in no case will we provide Your data to a Data Supplier. Our Services Data is only used internally at Spire to assist us with making the application function and provide insights regarding our user base. If you provide a product in our Resource Center or a job listing on our Job Board or mentoring on our Mentorships program

we may provide data to you on those who have purchased your product or service so that you may better serve your customers.

5. **Account.** You are responsible for any and all use of the Services and Services Data through any account You establish or are provided on the Services (Your “**Account**”). You agree to pay all charges arising from such use, pursuant to this Agreement or supplemental terms of payment (including as set forth in Your Order Form). You will only allow your employees and agents to access the Services and Services Data through Your Account and agree not to share Your Account password or other credentials with any person or entity who is not Your agent or employee authorized to act on Your behalf. You agree that You are liable for any activity that occurs through Your Account.
6. **Term.** Unless otherwise stated in Your Order Form, the “**Term**” of Your license of the Services and the Services Data is 12 months from the date You enter into the applicable Order Form covering the Services or Services Data. If Your Order Form sets forth a different license Term, then that Term will apply as to the Services and Services Data in that Order Form.
7. **Termination.** Either You or Spire may terminate this Agreement or any Order Form at any time upon notice to the other party. Any termination of any individual Order Form will not affect this Agreement or any other Order Forms under this Agreement. Any termination of this Agreement will terminate all Order Forms under this Agreement. Upon any termination of this Agreement or expiration or termination of any applicable Order Form, all amounts payable by You under this Agreement or such Order Form will become immediately due and payable. You may not access or use Your Account or the Services or Services Data, or retain any Services Data (or copies of Services Data), after any termination of this Agreement or any expiration or termination of the Order Form applicable to the Services or Services Data. You agree to delete all Services Data upon termination of this Agreement or expiration or termination of each applicable Order Form. Upon Spire’s request, You agree to certify in writing that You have complied with this requirement.
8. **Content Restrictions on the Services and Services Data.**
 - a. **Resale Prohibited.** The Services Data may be used solely for Your organization's own purposes. Except as set forth in an applicable Order Form, or in an Additional Agreement, in which a grant of agency is specifically provided, You may not license, sell, lease, rent, or otherwise provide to any other party (i) the Services Data, (ii) a derivative, subset, or modeled set of the Services Data, or (iii) any of Your Data that has been enhanced by or combined with any Services Data. Except as set forth in an applicable Order Form, the Services Data may solely be used to identify consumers, members, and businesses in Your community and to market Your products or services to them.
 - b. **Duty not to Interfere.** You shall not interfere or attempt to interfere in any manner with the proper working of the Services or any technology, website, or server through which We provide the Services or Services Data.

- c. **Discrimination Prohibited.** You shall not use or provide any Services Data to discriminate or suggest a preference for or against people because of a personal characteristic, including race, ethnicity, color, national origin, citizenship, religion, age, sex, sexual orientation, gender identity, family status, marital status, disability, medical or genetic condition, pregnancy, or veteran status. You may only use or provide Services Data in compliance with all applicable laws prohibiting discrimination. This includes but is not limited to prohibitions on employment discrimination under Title VII, the federal Age Discrimination in Employment Act, the Americans with Disabilities Act, and related state and local anti-discrimination protections.

- d. **Restricted Marketing Activities.** You shall not use any Services Data to advertise, sell, or promote any of the following:
 - i. Pornography or sexually explicit products or services,
 - ii. Prescription drugs or homeopathic remedies,
 - iii. Firearms, ammunition, or other weapons,
 - iv. Credit repair services,
 - v. Illegal gambling, including bitcoin casinos,
 - vi. Penny stock or "pump and dump" schemes,
 - vii. Goods or services that violate trademark or copyright laws, including counterfeit or pirated materials,
 - viii. Cannabis products,
 - ix. Materials that promote hate speech, or incite violence or hatred against any particularized societal group, or
 - x. Any products or services relating to illegal or illicit activities.

9. **Direct Marketing Compliance.** If You use any Services Data to target or deliver messages (whether via email or telephone) for marketing or other commercial purposes, You covenant and agree as follows:
- a. You have the right and authority to send all messages (whether emails, texts or otherwise) to the individuals on Your recipient list and such addresses and numbers, and You have obtained any necessary consents from all recipients in accordance with applicable law);
 - b. Your marketing will not be sent in violation of any privacy policy under which the recipient emails or phone numbers were gathered;

- c. You will use the Services Data in compliance with all applicable local, state, provincial, national and other laws, rules and regulations, including those relating to commercial or spam email and mobile messaging, and including the U.S. CAN-SPAM Act, Telephone Consumer Protection Act, and Canadian CASL;
- d. You will only use the Services Data to advertise, promote and/or manage a bona fide offer or services;
- e. You will not use false or misleading headers or deceptive subject lines in your messages, and You will ensure that You (or as applicable, the legally designated “Sender” as defined under applicable law) are sufficiently identified in the header of the email or message, and that a legally sufficient address is identified in the footer;
- f. You (or as applicable, the legally designated “Sender” as defined under applicable law) will provide an accessible and unconditional unsubscribe link for inclusion in the footer of every email or message, and You will not send any emails or other messages to any recipient who has unsubscribed from your mailing list; and
- g. You will operate Your marketing program in compliance with all other requirements of applicable law, including any requirements to honor opt-out requests or do not call lists.

10. Communication and Disclosure Restrictions. All marketing communications You use that are based on or in any way derived from the Services Data shall: (i) not include any reference to any selection criteria or the source of the recipient's information; (ii) comply with all applicable federal and state laws, rules, and regulations; and (iii) comply with all applicable privacy policies, ethical use and practices published by the Direct Marketing Association and the code of conduct of the Network Advertising Initiative.

11. Furnish of Communications. Upon Spire’s request, You agree to provide Spire with a copy of any marketing communication based, in any way, on or using information derived from the Services Data so that Spire can confirm its compliance with applicable law and this Agreement.

12. Further Third Party Restrictions. You may not use the Services Data, in whole or in part, in the development of (i) any service or offering that is outside the scope of this Agreement or (ii) any data product or service to be provided to third parties, including any list enhancement data appending service or product.

13. Data Supplier’s Rights. Spire is obligated to comply with certain restrictions and requirements placed upon the use of the Services Data by Spire’s Data Suppliers, and may have a need to pass such requirements on to You. You shall comply with all restrictions and requirements now or hereafter imposed upon Spire by any Data Supplier and made known to You in writing.

14. Safeguards. You represent and warrant that You have implemented and maintain a data privacy program and an information security program that each contain administrative,

technical, and physical safeguards that are appropriate to the risk associated with the data you process, including any Services Data. You agree to use industry standard, reasonable efforts to keep Services Data in a secure environment at all times according to commonly acceptable security standards for enterprise data, and in an environment at least as secure as that in which You keep Your own confidential or proprietary data.

15. Your Further Obligations.

- a. **Compliance with Laws.** In accepting or using the Services Data, You accept responsibility for complying with all applicable laws, rules and regulations, and all third party rights applicable to the Services Data at any time during your use of the Services Data.
- b. **Privacy Policies.** IF YOU COLLECT OR OBTAIN DATA OR INFORMATION FROM INDIVIDUALS, OR FROM ORGANIZATIONS WHICH CONTAIN DATA OR INFORMATION ABOUT IDENTIFIABLE INDIVIDUALS, YOU AGREE TO PROVIDE TO THOSE INDIVIDUALS A PRIVACY POLICY OR PRIVACY NOTICE CONSISTENT WITH YOUR USE OF THE SERVICES AND WITH THIS AGREEMENT, THAT COMPLIES WITH APPLICABLE LAW AND SUFFICIENTLY DISCLOSES HOW YOU COLLECT AND SHARE DATA WITH THIRD PARTIES SUCH AS SPIRE. PLEASE CONSULT AN ATTORNEY IF YOU ARE UNSURE HOW TO DISCLOSE THIS INFORMATION IN A LEGALLY SUFFICIENT MANNER. You covenant and agree that Your privacy policies and notices will at all times describe, in a legally sufficient manner, the way that any data that You collect will be shared with Spire (if applicable), as well as how the data will be used in the Services, along with a description of any applicable data subject rights or opt-out mechanisms. You further covenant and agree that You will not provide Us any information related to any individual who has opted out or requested their data be deleted.
- c. **Compliance with the Fair Credit Reporting Act.** Spire is not a consumer-reporting agency ("**Consumer Reporting Agency**") as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("**FCRA**") and Our Services and reports do not constitute "**Consumer Reports**" as that term is defined in the FCRA. You agree to not use or provide the Services Data for any purposes enumerated in the FCRA in lieu of obtaining a Consumer Report. Specifically, You agree not to use or provide the Services Data, or authorize anyone else to use or provide the Services Data, for the following purposes:
 - i. in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, or in connection with assessing risks associated with existing credit obligations of a consumer;
 - ii. for the purpose of evaluating a consumer for employment, promotion, reassignment or retention as an employee;

- iii. for any tenancy verification or in connection with any application to rent real property;
- iv. in connection with a determination of a consumer's eligibility for a license or other benefit that depends on an applicant's financial responsibility or status;
- v. as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation;
- vi. in connection with any information, service or product sold or delivered to a "**Consumer**" (as that term is defined in the FCRA) that constitutes or is derived in substantial part from a Consumer Report;
- vii. for any other purpose covered under the FCRA; or
- viii. for the preparation of a Consumer Report or in such a manner that may cause such data to be characterized as a Consumer Report. You agree not take any "Adverse Action" (as that term is defined in the FCRA), which is based in whole or in part on Services or Services Data, against any Consumer.

16. Individual Inquiries. You agree that You are responsible for managing and responding to any communication initiated by an individual ("**Individual Inquiries**") arising out of Your use of the Services Data. You agree to provide in-house removal from future marketing initiatives by any individual requesting such removal.

17. Other Rights.

- a. **Monitoring.** You agree that Spire may monitor any Services We provide (such as through an API) in order to fulfill Our obligations to You or under the law, or to ensure compliance with these terms or that the Services are functioning correctly. Spire uses the results of such monitoring solely for its internal business purposes, such as improving the Services.
- b. **Our Rights to Use Your Data**
 - i. You agree that, unless You select specific Services described below and therefore agree to the additional rights applicable to that Service, We shall have the right to maintain, access, and use Your Data, to the extent provided, solely to provide the Services to You during the term of this Agreement and otherwise perform Our obligations as described herein. Except as set forth herein, Spire will not share Your Data with any other party and in no case will Spire sell, lease or license Your Data.

- ii. **Assessments and Polling.** If You participate in Our Polling or Assessments Service, You grant Us the additional right to: (1) deliver and distribute assessments, questionnaires, and surveys to the participants and individuals that You indicate in order to collect their data and conduct the survey; (2) then process that data as necessary to analyze the assessments and provide You with analysis (including, without limitation, longitudinal analysis), and at Your election, recommend additional next steps or activities; and (3) use aggregated data and anonymized data in modeling, benchmarking and other analytics purposes, including improving Spire's Services or the development of new offerings.

- iii. **Analytics.** You grant the following additional rights: (A) Right to use aggregated data and anonymized data by Us for modeling, benchmarking, and other analytics purposes, including making improvements to Spire's services or developing new offerings and (B) Right for Us to make the trends, models, benchmarks, and other analytics (developed pursuant to (A) above - based upon aggregated data and anonymized data) to other sponsor(s), churches and organizations who also participate in the Church Innovation Initiative (in the same way that You may receive trends, models, benchmarks and other analytics (developed with aggregated data and anonymized data) from those sponsors, churches and organizations) for internal purposes. As set forth in Section 3, Spire agrees to delete Your Data upon the termination or expiration of this Agreement, however, You agree that the aggregated data and anonymized data, and any trends, models, benchmarks or analytics created from that data, may remain a part of the Church Innovation Initiative upon termination or expiration of this Agreement.

- iv. **Definitions.**
 - 1. Aggregate or aggregated data refers to information that is (1) collected from multiple sources and/or on multiple measures, variables, or individuals and (2) compiled into data summaries or summary reports, typically for the purposes of reporting or statistical analysis—e.g., examining trends, making comparisons, or revealing information and insights that would not be observable when data elements are viewed in isolation.

 - 2. Anonymous or anonymized data refers to data which does not relate to an identified or identifiable natural person or to personal data rendered anonymous in such a manner that the data subject is not or no longer identifiable.

18. Disclaimers and Limitation of Liability.

- a. **Disclaimer.** THE SERVICES DATA MAY BE SUBJECT TO ERRORS AND INACCURACIES, AND THE SERVICES MAY HAVE BUGS OR REQUIRE DOWNTIME. ACCORDINGLY, THE SERVICES DATA AND THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOUR USE OR RELIANCE UPON THE SERVICES DATA IS AT YOUR OWN RISK. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER SPIRE NOR ANY DATA SUPPLIER MAKES, AND EACH DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, SERVICES DATA, OR THE MEDIA OR PLATFORMS ON WHICH THE SERVICES DATA IS PROVIDED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR REGARDING THE ACCURACY, COMPLETENESS, OR CURRENTNESS OF ANY SERVICES DATA.
 - b. **Limitation of Liability.** THE TOTAL AGGREGATE LIABILITY OF SPIRE AND ANY DATA SUPPLIERS TO YOU AND ANY OF YOUR END USERS, WHETHER IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE, INCLUDING FOR NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO SPIRE FOR THE SERVICES DATA OR SERVICES TO WHICH THE INCIDENT RELATES. IN NO EVENT SHALL SPIRE OR ANY DATA SUPPLIER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE AND HOWEVER ARISING, INCLUDING LOST DATA, LOST INCOME, OR LOST REVENUE, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.
 - c. **No Reliance.** The availability of the Services and all Services Data, and the terms upon which it is available, are continually under experimentation and development. You acknowledge and agree that this Agreement does not create any estoppel, or other right to rely upon continued access to or availability of the Services or Services Data. You hereby waive, and agree not to assert, any such claims against Spire under contract law or any other legal theory.
 - d. **No Service Level.** SPIRE DOES NOT REPRESENT OR WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES WILL BE AVAILABLE WITHOUT INTERRUPTION OR WITHOUT BUGS OR ERRORS.
- 19. Proprietary Rights.** The Services and Services Data are the intellectual property and proprietary information of Spire and our Data Suppliers and other licensors and providers. Except as expressly granted herein, this Agreement does not grant You any intellectual property or other proprietary rights in or to the Services and Services Data or any software, hardware, or other technology used in providing the Services and Services Data. You hereby release and covenant not to sue Spire and its corporate affiliates and any of their licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims (a) pertaining to any intellectual property, datasets, toolsets or other

services You develop that are based on Services Data or (b) which otherwise may arise in connection with Your use of, reliance on, or reference to the Services Data.

- 20. Indemnification.** You shall indemnify, defend and hold harmless Spire, its agents, affiliates, and licensors from and against any costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) ("**Losses**") arising out of or in connection with any claim, action or proceeding ("**Claim**") in any way directly or indirectly arising out of or related to: (a) Your access to or use of the Services or any Services Data; (b) Your violation of this Agreement or applicable law; (c) Your negligence or willful misconduct; or (d) Your Data. At Spire's option, You shall assume control of the defense and settlement of any Claim subject to indemnification by You (provided that, in such event, Spire may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, You shall not settle any such Claim without Spire's prior written consent).
- 21. Suspension.** If You violate any provision of this Agreement We may suspend Your access to the Services and Services Data immediately. Additionally, Your access to the Services may be suspended in order for Spire to make critical updates or protect the security of the Services and Our users or other third parties. Spire will make reasonable efforts to notify You in the event of any suspension.
- 22. Confidential Information.** "**Confidential Information**" means any non-public information disclosed by one party to another party that is: (a) at the time of disclosure identified or marked as confidential or proprietary information; or (b) by its nature and the circumstances should reasonably be considered to be confidential information, in all cases including, but not limited to, information regarding the Services, pricing, and Services Data. Confidential Information of a party ("**Disclosing Party**") will be held in confidence by the other party ("**Recipient**") and, except as otherwise provided herein, in Your Order Form or an Additional Agreement, or with the Disclosing Party's prior written consent, will not be disclosed to any third party other than Recipient's employees, contractors or representatives who have a need to know and who are bound by obligations of confidentiality ("**Representatives**"). The Recipient will: (i) not use the Confidential Information for any purpose other than in the performance and fulfillment of the Recipient's obligations or in the exercise of the Recipient's rights under this Agreement ("**Purpose**"); (ii) disclose any of the Disclosing Party's Confidential Information in response to a valid court order or other legal process, only to the extent required by that order or process and only after the Recipient has given the Disclosing Party written notice, if permitted, promptly after receipt thereof and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information (with the reasonable assistance of Recipient, and at Disclosing Party's expense, if the Disclosing Party so requests); and (iii) return all the Disclosing Party's Confidential Information to the Disclosing Party or destroy the same, at the Disclosing Party's request, except as otherwise permitted herein. The foregoing obligations apply to all Confidential Information of the Disclosing Party, unless and until such time as the Recipient can demonstrate with competent evidence that: (1) such Confidential Information is or became generally available to the public, through lawful means and

through no fault of the Recipient and without breach of this Agreement; (2) such Confidential Information is or was already rightfully in the possession of the Recipient without restriction and prior to any disclosure by the Disclosing Party; (3) such Confidential Information is or has been lawfully disclosed to the Recipient by a third party without an obligation of confidentiality upon the Recipient; or (4) the Recipient can prove that such Confidential Information was developed independently by the Recipient without access to, use of or reference to the Confidential Information disclosed by the Disclosing Party.

- 23. Survival.** The following Sections will survive the expiration or termination of this Agreement for any reason: 6, 7, 8, 17, 18, 19, 20, 22, 23, and 25-32.
- 24. Modification.** Spire may modify this Agreement, at any time and in its sole discretion, by posting the change to this web page, posting a notice to Your Account, emailing to the email address of Your Account or otherwise notifying You. All such changes shall be effective if You continue to access or use the Services or any Services Data following such notice.
- 25. Injunctive Relief.** You agree that the limitations and restrictions in this Agreement are necessary and reasonable to protect Spire, and that monetary damages may not be a sufficient remedy for breach of this Agreement. You therefore agree not to assert, with respect to an action or motion of Spire for injunctive relief with respect to such breach, that monetary damages would be sufficient remedy for such a breach. You agree that Spire will be entitled to seek temporary and permanent injunctive relief against any threatened violation of such limitations or restrictions or the continuation of any such violation in any court of competent jurisdiction, without having to prove actual damages.
- 26. Subcontractors.** Spire may use third party service providers or subcontractors as necessary to provide You with the Services. An example of such a service provider to Spire is a cloud data storage provider such as Amazon Web Services.
- 27. Claims of Infringement.** Spire respects Your copyrights and other intellectual property rights and those of other third parties. If You believe in good faith that Your copyrighted work has been reproduced through the Services without Your authorization in a way that constitutes copyright infringement, You may notify our designated copyright agent by mail to: Spire Platform, Attn: Copyright Infringement Agent, 831 Pearl Street, Boulder, Colorado 80302. Please provide the following information to Spire's Copyright Infringement Agent: (1) the identity of the infringed work, and of the allegedly infringing work; (2) Your name, address, daytime phone number, and email address, if available; (3) a statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) a statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner; and (5) Your electronic or physical signature.
- 28. Disputes.** The parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach, or termination of this Agreement and the arbitrability of

the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a “**Dispute**”), in accordance with the procedures set forth in this Section. If any Dispute cannot be resolved through negotiations between the parties within 30 days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration (“**Arbitration**”) under the commercial arbitration rules of the American Arbitration Association then in effect (the “**Rules**”). Either party may commence the Arbitration by delivering a request for arbitration as specified in the Rules. The Arbitration will be conducted before a sole neutral arbitrator selected by agreement of You and Spire. If we cannot agree on the appointment of a single arbitrator within 30 days after either of us delivers a request for Arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by Spire in Denver, Colorado, U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrator will require payment of the costs, fees and expenses incurred by the prevailing party in any such Arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

- 29. Applicable Law and Venue.** This Agreement and the interpretation of the rights and obligations of the parties under this Agreement will be governed in all respects exclusively by the laws of the State of Colorado, U.S.A. as such laws apply to contracts between Colorado residents performed entirely within Colorado without regard to the conflict of laws provisions thereof. Subject to the Disputes section above, each party will bring any action or proceeding arising from or relating to this Agreement exclusively in the state or federal courts located in Denver, Colorado, U.S.A. You irrevocably submit to the personal jurisdiction and venue of any such courts in any such action or proceeding brought in such courts by Us.
- 30. Notices.** Unless otherwise specified in this Agreement, You will provide any notices required or allowed under this Agreement to Spire by postal mail to the address Spire has provided to You. We may provide You with any notices required or allowed under this Agreement by sending You an email to any email address You provide to Us in connection with the Services or Your Account or by providing notice through Your Account. Notices provided to Spire will be deemed given when actually received by Spire. Notices provided to You will be deemed given 24 hours after posting to Your Account or sending via e-mail.
- 31. Entire Agreement.** This Agreement includes any Order Form You enter into with Spire under this Agreement. Unless You enter into an Additional Agreement with Spire, this Agreement is the entire agreement between the parties with respect to the Services and supersedes any prior agreement or proposal, whether oral or written, and any other communications between You and Spire, relating to the Services or any Services Data. This Agreement is entered into solely to benefit You and Spire and there are no third party beneficiaries to this Agreement. Any conflicting or additional terms contained in additional

documents or oral discussions are void (except for written agreement signed by both parties).

- 32. Additional Terms.** All waivers by Spire under this Agreement must be in writing or later acknowledged by Spire in writing. Any waiver or failure by Spire to enforce any provision of this Agreement on one occasion will not be deemed a waiver by Spire of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The words “include,” “includes” and “including” means “include,” “includes” or “including,” in each case, “without limitation.” You may not assign or transfer this Agreement or any of Your rights under this Agreement (whether by operation of law or otherwise) and any such attempt is null and void, except that You may assign this Agreement in its entirety to a successor by way of merger, consolidation, or sale of all or substantially all of Your assets to an entity that assumes the business activities that are the subject of this Agreement. Spire may assign or transfer this Agreement for any reason. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- 33. Taxes.** The fees and expenses due to Us as set forth in this Agreement shall be paid free and clear of any deduction or withholding on account of taxes. You shall be responsible for all sales, use, value-added, ad valorem or other taxes (including fees, tariffs, levies, duties or charges in the nature of a tax) imposed by any governmental entity upon the sale, use or receipt of the Services (other than taxes based solely on Our income). If and when We have the legal obligation to collect such taxes, We will invoice You the amount of such taxes, and We will pay such amount. For tax purposes, You represent and warrant to Us that the Services will be considered by the parties as delivered in the locations specified in the Order Form, or Your principal business address, if not otherwise specified in the Order Form.
- 34. Payment Processing via Stripe.** Payment processing services for you as a content or service provider on the Spire application are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “Stripe Services Agreement”). By agreeing to this Agreement or continuing to operate as a account holder on the Spire application, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Spire enabling payment processing services through Stripe, you agree to provide Spire accurate and complete information about you and your business, and you authorize Spire to share it and transaction information related to your use of the payment processing services provided by Stripe.

Last updated June 15, 2020