



TERMS OF USE AGREEMENT (Paid Plans)

OneSignal, Inc. (together with its subsidiaries and affiliates, herein referred to as "OneSignal," "Company," "we" and "us") provides the www.onesignal.com website and the website-related service (collectively, the "Website") subject to your compliance with the terms and conditions set forth in this Terms of Use Agreement (as defined below). Your use of the Website and Materials (as defined below) contained on the Website is conditioned on your acceptance without modification of the terms, conditions, and notices contained in this Terms of Use Agreement (the "Terms of Use Agreement") and the Company's Paid Plan Privacy Policy (the "Privacy Policy") which shall collectively be referred to herein as the "Terms of Use" unless specifically stated otherwise. By using the Website you agree to the Terms of Use and to abide by all rules, terms, conditions, restrictions and notices therein. Company reserves the right at any time to change the Terms of Use, or change the Website, including terminating, eliminating, supplementing, modifying, adding to or discontinuing any content, promotion, data on or feature of the Website.

Please check the Terms of Use periodically for changes. If we need to update our Terms of Use in the future, we will post the revised Terms of Use at this link <https://app.onesignal.com/OneSignalSaaSTermsOfUse.pdf> and update the "Last Updated" date to reflect the date the Terms of Use was updated. YOU ARE HEREBY ADVISED THAT YOUR CONTINUED USE OF THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THE TERMS OF USE, AND ANY APPLICABLE CURRENT AND PRIOR VERSIONS, AND ANY AMENDMENTS THERETO. If any of these rules, terms conditions and restrictions or any future changes are unacceptable to you, you should immediately discontinue use of the Website. Your continued use of the Website now, or following the posting of notice of any changes to the Terms of Use, will indicate acceptance by you of such rules, changes and/or modifications. Be sure to return to this page periodically to ensure familiarity with the most current version of the Terms of Use.

1. Materials - The information and materials provided through the Website, including without limitation, any data, text, graphics, images, audio and video clips, logos, icons, software and/or links (collectively, the "Materials") are intended to educate and inform you about our service. Permission for all other uses of materials contained herein, including reproducing and distributing multiple copies, must be obtained from OneSignal in advance. For purposes of this Agreement, the use of any such material on any other Web site or networked computer environment is prohibited. All trademarks, service marks, and trade names are proprietary to OneSignal. Although Company strives to provide Materials that are both useful and accurate, data and other information change frequently and are subject to varying interpretations. In addition, the facts and circumstances of every situation differ. Accordingly, although Company endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete. In addition, portions of the Materials may have been contributed to the Website by various third parties and service providers. The inclusion of such information does not indicate any approval or endorsement of such providers or their products and services, and Company expressly disclaims any liability with respect to the foregoing.

2. Your Content and Information - All information, data, text, messages or other rich content you create using Website and its service is solely your responsibility. You must evaluate and bear all risks associated with the use of any of your Content.

3. Your Information - In order to access certain areas of, or participate in certain activities contained on the Website or communicate with us, we may require you to provide us with certain information about you (e.g., your name, phone number, e-mail address, etc). Providing us with your

personal information is your own decision. Each time you decide to provide us with your personal information, you agree to provide accurate, current and complete information about yourself as prompted by our registration form (including your current e-mail address) and maintain and update your information to keep it accurate, complete and up-to-date. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we have the right to terminate this Terms of Use Agreement and your use of the Website (or any portion thereof) or your participation in any activity contained on the Website.

4. Code of Conduct -While using the Website and/or Materials you agree not to:

- a. Restrict or inhibit any other user from using the Website or the Materials, including without limitation, by means of "hacking" or defacing any portion of the Website;
- b. Use the Website or Materials for any unlawful purpose or in any manner not intended by Company or as contemplated herein and on the Website;
- c. While using the Website, engage in rude, unlawful, harassing, vulgar, obscene, hateful, threatening, abusive or otherwise objectionable behavior;
- d. Institute an attack upon any server used in connection with the Website or any portion thereof or otherwise attempt to disrupt such servers;
- e. Express or imply that any statements you make are endorsed by us, without our prior express written consent;
- f. Knowingly transmit: (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's

intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

- g. Engage in any action that is in violation, contravention or circumvention of the Registered Apple Developer License and the Apple iPhone Developer Program License Agreement, Android Software Development Kit License Agreement and Blackberry License agreements as it may be amended from time to time;
- h. Engage in spamming or flooding;
- i. Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- j. Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble all or any portion of the Website or Materials;
- k. Remove, alter, conceal any copyright, trademark, patent or other proprietary rights notices contained in the Website or Materials;
- l. Link the website or any content thereon to any third party website or portion thereof without company's prior written consent;
- m. Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents; or
- n. Harvest or collect information about Website users without their express consent. While using the Site and/or Materials, you agree to comply with all applicable laws, rules and regulations.

5. Service usage - In order to access services provided by the Company you may be asked to provide information about yourself (for example registration, identification or contact details). Such information may be required during a registration process for a service. In such a case you agree that any information you provide will always be valid, accurate, correct and up to date. You definitely agree to use services provided by the Company only for purposes that are permitted by the ToS and any applicable law, regulation, service guidelines or accepted practices – those restrictions apply in the relevant jurisdiction. Furthermore you agree not to access – or attempt to access – services provided by the Company by any means other than through the provided interfaces or other related application programming interfaces, unless an explicit agreement between the Company and you was set up. You agree that you will not place any activity that may interfere with, interrupt or break down services provided by the Company. You agree that you will not reproduce, copy, duplicate, sell, resell or trade any services provided by the Company, unless you have been specially permitted to do so in a separate agreement with the Company. You agree that you're responsible – the Company has no responsibility to you or to any third party – for any breach of your obligations under the Terms of Service and for all resulting consequences of any breach – including any loss or damage which the Company may suffer.

6. Billing, Payment and Refund - In consideration for using the Service, OneSignal charges recurring monthly or annual fees for paid accounts. The payments are to be paid in advance of the subscription term and should be processed automatically once a month or year depending on the chosen payment cycle. OneSignal accepts payments through certain online payment methods (such as Recurly/Stripe/PayPal), that provide secure credit card payments through their systems, and create a payment subscription or a monthly invoice. You authorize us to charge your provided payment method for the Services you have selected and for any paid feature(s) that you choose. You can easily cancel your subscription at any time. There are no cancellation fees, although no refunds are provided for pro-rated periods. Refunds may be issued for payments made no longer than 30 days ago from the date of requesting the refund. OneSignal reserves the right to change its prices at any time, however, if we have offered a specific duration for Fee for your use of the Service, we agree that the Fee will remain in force for that duration. After that specific duration/subscription period ends, your use of the Service will be charged at the then-current Fee(s).

To the extent OneSignal has not received your payment, in order to bring your account up to date, we may bill you simultaneously for both past due and current amounts. If you do not cancel your account, we may automatically renew your Service(s) and charge you for any renewal term. You understand that failure to pay any charges or fees may result in the suspension or cancellation of your Services.

7. Support. OneSignal shall provide the following support: e-mail support at support@onesignal.com . OneSignal shall use commercially reasonable efforts to provide such support 10 a.m. to 6 p.m. Pacific Time, Monday to Friday. Problems may be reported any time, however, OneSignal will not be obligated to assign work after business hours.

8. Third Parties - Any reference to any third party on the Website is provided to you for informational purposes only. Company encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Company works to ensure the information on the Website is current and accurate, Company does not warrant the accuracy of any information contained on the Website or its fitness for any particular purpose.

9. Compliance with Applicable Laws - Company reserves the right at all times to disclose any information as Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

10. Acknowledgements - The information obtained pursuant to this Section will only be used for the purpose of identifying persons or entities not in compliance or believed by Company to not be in compliance with the Terms of Use or any other Company rule, policy, notice and/or agreement. You hereby agree and acknowledge that: (a) Company has the right to obtain without notification to you certain information about your computer or software, including, but not limited to, your operating system, identification of your hard drives, central processing unit, IP address, and Internet browser for purposes of identification; and (b) Company has the right to obtain without notification to you non-personal information from your connection to the Website for demographic purposes.

11. Ownership and Restrictions on Use - The Website is owned and operated by Company in conjunction with others

pursuant to contractual arrangements and the Materials (and any intellectual property and other rights relating thereto) are and will remain the property of Company and its licensors, customers, suppliers or other agents and designees as applicable. Other products or companies names mentioned herein or within the Website, including the names of customers and/or licensors, may be the trademarks or service marks of their respective owners. The Website and Materials, and the selection, compilation, collection, arrangement and assembly thereof, are protected by international copyright, trademark and other laws and you acknowledge that these rights are valid and enforceable. You may not copy, reproduce, republish, upload, post, transmit or distribute Materials or other content or information available on or through the Website in any way without our prior express written permission or a written agreement that specifically states otherwise. The Website and Materials can be used solely to the extent necessary for your authorized use of the Website, as provided in this Agreement or as expressly authorized in writing by Company or, if so indicated in writing by Company, its licensors or suppliers. Modification of the Website or the Materials or use of the Materials for any other purpose may be a violation of copyright and other proprietary rights and is strictly prohibited. You acknowledge that you do not acquire any ownership rights in or to the Website and its materials by using the Website. The trademarks, logos, and service marks displayed on the Website (collectively the "Trademarks") are trademarks of Company, Company's licensors, customers, suppliers or other agents and designees and others. The Trademarks owned by Company, whether registered or unregistered, may not be used in connection with any product or service that is not Company's, in any way that is likely to cause confusion among consumers, or in any manner that disparages Company. Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of Company, Company's licensors, customers, suppliers or other agents and designees, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and Company will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

12. **Eligibility and Use & Access By Minors** - You must be eighteen (18) years of age or over to use the Website. By using the Website, you represent and warrant that you are over eighteen (18) years of age or old and have the right, authority, and legal capacity to enter into this agreement and to abide by all of the terms and conditions of the Terms of Use.

13. **Privacy/Security** - You understand that any information provided by you or collected by us in connection with your use of the Website or its service and will be used in the manner described herein and pursuant to the terms and conditions of our Privacy Policy (available at this link <https://onesignal.com/OneSignalSAASPrivacyPolicy.pdf>). You must read our Privacy Policy and if you do not agree to the terms of the Privacy Policy you may not use the Service. Without limiting the terms of the Privacy Policy, you acknowledge that we do not guarantee that your use of the Service and/or the information contained in your Account will be secure, and we are not responsible or liable to you for any lack of security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Service.

14. **COPPA Compliance** - The Services and Website of OneSignal are not intended for people under 13 years of age. OneSignal's Services and Website are not developed or directed at children. We do not knowingly solicit or collect any personally identifiable information, including from children under the age of 13, nor do we knowingly market our Services or Website to children under the age of 13.

15. **Submissions** - We welcome your comments regarding the Website. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") sent to Company shall be and remain the exclusive property of Company. Your submission of any such comments shall constitute an assignment to Company of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. Company will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original works.

16. **Termination** - This Agreement shall remain effective until terminated in accordance with its terms. Either party may terminate this Agreement immediately upon notice to the other party. In addition, we reserve the right to immediately terminate this Agreement and/or your access to and use of the Website or any portion thereof or any activity provided thereon, at any time and for any reason, with or without cause. Upon termination of this Agreement by either party, your right to use the Website shall immediately cease, and you shall immediately destroy all Materials obtained from the Website and all copies thereof, whether made under the terms of this Agreement or otherwise. Upon termination, you may request access to your Content, which we will make available. You must make such requests within 21 days following termination, otherwise, any Content you have stored with the Services may not be retrievable and we will have no obligation to maintain Content stored in your account after this 21-day period. If you requested your OneSignal account to be deleted through our Support Channels (such as email or Intercom), all Content stored in your account will be unrecoverable.

17. **Disclaimers** - THE WEBSITE AND ITS MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY AND ITS AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY AND ITS AFFILIATES, LICENSORS, CUSTOMERS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE WEBSITE OR THE MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE (OR ANY PART THEREOF INCLUDING THE MATERIALS), THE SERVER(S) ON WHICH THE WEBSITE IS HOSTED OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND

MAINTAINING ALL COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE WEBSITE AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF COMPANY OR ITS AFFILIATES, LICENSORS, CUSTOMERS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE WEBSITE, IN THE MATERIALS OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE WEBSITE AND ANY MATERIALS AND SERVICES PROVIDED THROUGH THE WEBSITE ARE ENTIRELY AT YOUR OWN RISK.

A possibility exists that the Website (including the Materials, software and all other information or content on or accessible from the Website) could include inaccuracies or errors, or information or materials that violate this Agreement. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Website. Although we attempt to maintain and ensure the integrity of the Website, we make no guarantees as to the Website's completeness or correctness. In the event that a situation arises in which the Website's completeness or correctness is in question, please contact us at support@onesignal.com with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Website, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably possible.

18. **Limitation of Liability** - COMPANY NOR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE AND/OR MATERIALS CONTAINED ON THE WEBSITE, THE MATERIALS, ANY LINKED WEBSITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THIRD PARTIES APPEARING ON THE WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, MATERIALS OR ANY LINKED WEBSITE IS TO STOP USING THE WEBSITE, MATERIALS OR LINKED WEBSITE, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE WEBSITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL MATERIALS AND CONTENT ON THE WEBSITE. ANY REFERENCE TO A PERSON, ENTITY, PRODUCT, OR SERVICE ON THIS WEBSITE DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION BY COMPANY OR ANY OF ITS EMPLOYEES UNLESS EXPRESSLY STATED OTHERWISE. COMPANY IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY THIRD PARTY CONTENT ON THE WEBSITE OR THIRD PARTY WEB PAGE ACCESSED FROM THIS WEBSITE, NOR

DOES COMPANY WARRANT THE ACCURACY OF ANY INFORMATION CONTAINED IN A THIRD PARTY WEBSITE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT ANY COMMUNICATION OF ANY KIND BETWEEN YOU AND COMPANY OR A REPRESENTATIVE OF COMPANY SHALL CONSTITUTE A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER OR CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. COMPANY RESERVES THE RIGHT TO REMOVE ANY MATERIAL POSTED ON THE WEBSITE THAT IT DETERMINES IN ITS SOLE DISCRETION IS VIOLATIVE OF ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING ON THE WEBSITE.

19. **Confidentiality** - "Confidential Information" means any and all information that is disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, which if disclosed in writing or tangible form is marked as "Confidential," or with some similar designation, or if disclosed orally, is identified as being proprietary and/or confidential at the time of disclosure, or under the circumstances and nature of the information would be reasonably deemed to be confidential. In the case of OneSignal, Confidential Information includes the features and functionality of OneSignal. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure.

Use and Disclosure Restrictions. Each party shall not use the other party's Confidential Information except as necessary to exercise its rights or perform its obligations under this Agreement. Each party shall not disclose the other party's Confidential Information to any third party except to those of its employees, subcontractors, and advisers that need to know such Confidential Information for the purposes of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective of Confidential Information as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all Confidential Information of the other party in its possession or control, but in no event less than the efforts that party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement or (b) on an as-needed, confidential basis to its legal or financial advisors. In addition, each party may disclose the terms and conditions of this Agreement as required under applicable securities regulations and on a confidential basis to current or prospective investors or acquirers of such party.

20. **Indemnification** - You agree to indemnify, defend and hold Company, our affiliates, licensors, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives,

harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from: (a) your breach of this Agreement, including any violation of the Code of Conduct above; (b) any allegation that any submission or other materials you submit to us or transmit to the Website infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your use of the Website.

21. **Questions** - The Website is the property of OneSignal If you have any questions, comments or complaints regarding this Terms of Use Agreement or the Website, feel free to contact us at support@onesignal.com.

22. **Statute of Limitations** - Any claim or cause of action arising out of or related to use of the Website, the Materials or these Terms of Use must be filed within one (1) year after such claim or cause of action arose regardless of any status or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

23. **Customer List** – Customer acknowledges that OneSignal may use Customer's trade names, trademarks, service marks, logos, domain names, testimonials and other distinctive brand features (the "Customer Marks") in presentations, marketing materials, customer lists, financial reports and website listings (including links to your websites) for the sole purpose of advertising or publicizing Customer Marks usage. As between the parties, all use of the Customer Marks, including any goodwill accruing from such use, will inure to the sole and exclusive benefit of Customer.

24. MISCELLANEOUS.

- a. **Relationship of the Parties.** The parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the parties hereto, or an employee-employer relationship. Nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.
- b. **Assignment.** We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer rights to use the Service, unless we allow you to do so in writing.
- c. **Force Majeure.** Except for payment obligations, neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, acts by hackers or other malicious third parties and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.
- d. **Headings and Wording.** Section headings are for reference purposes only, and should not be used in the interpretation hereof. No provision of this Agreement will be construed against either party as the drafter thereof.

- e. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to conflicts of laws principles. The parties agree that the federal and state courts in Santa Clara County, California will have exclusive jurisdiction and venue under this Agreement, and the parties hereby agree to submit to such jurisdiction exclusively.
- f. **Entire Agreement.** This Agreement constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between them concerning the subject matter hereof. Any amendment to this Agreement must be in a writing executed by both parties. This Agreement may be signed in counterparts. Each of them is an original, and all of them constitute one agreement.

24. **Other** - This Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

Please read the Website's Privacy Policy here:
<https://app.onesignal.com/OneSignalSAASPrivacyPolicy.pdf>
Please read the Service DPA here:
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