

BUILDMYSOP.COM LLP  
TERMS OF USE  
Effective as of October 19<sup>th</sup>, 2021

1. **Background**

A reference to "BuildMySOP," "We," "Us," "Our," or the "Company" is a reference to BuildMySOP.com LLP, a New Mexico limited liability partnership. These Terms of Use (the "Agreement") apply to any party who uses the Sites, Services, and Software, as defined below (collectively "Users" or "you") and set forth the terms and conditions for such use. The Services and Software may be subject to additional policies, rules and terms and conditions, which you may be required to agree to as a condition of using those Services and Software, including the SaaS Terms and Conditions (collectively, the "Additional Terms"). In those cases, the applicable Additional Terms are set forth in any additional agreement for BuildMySOP to provide you with the Services and Software.

For purposes of this Agreement, and except to the extent expressly excluded below, the "Site" or "Sites" shall mean [www.buildmysop.com](http://www.buildmysop.com), and any other websites, webpages, and mobile websites operated by BuildMySOP in the United States, and the "Services" shall mean any of the various services that BuildMySOP provides through the Site or any other channels, including the Software. However, "Site" and "Services" do not include or involve any materials or applications that have separate terms of service that do not expressly incorporate this Agreement by reference.

Please read this Agreement and any applicable Additional Terms before using the Site, Services, or Software. By using the foregoing, you hereby represent, warrant, understand, agree to and accept this Agreement and any applicable Additional Terms in their entirety.

**IMPORTANT NOTICE – This Agreement is subject to binding arbitration provisions and a waiver of class action rights, each as detailed in Section 11.** This Agreement contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against BuildMySOP to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Section 11. "Agreement to Arbitrate") no later than 30 days after the date you first use the Site or Services. Unless you opt out: (1) you will only be permitted to pursue claims against BuildMySOP on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

Use of the Site, Services, and Software is subject to the BuildMySOP [Privacy Policy](#), which is incorporated herein. If you object to any aspect of this Agreement, the Privacy Policy, or any Additional Terms, do not use the Site, Services, or Software. By accessing the Site, Software, or any platform or infrastructure developed by BuildMySOP, or interacting with BuildMySOP in any way, the User represents and warrants that they have read and understand the terms and that they have the necessary legal capacity and authority to enter this Agreement.

**We reserve the right to revise this Agreement or change or remove features of the Site at any time.** We will notify you about material changes in this Agreement by placing notice on our Site, and such changes will go into effect no earlier than 14 days of the date they are posted, unless otherwise stated in any agreement for Services or Software between BuildMySOP and the User. You should periodically check the Site for updates to this Agreement so that you can choose whether to continue using our Services. Any use of the Site or the Services by you after the effective date of any changes will constitute your acceptance of such changes. Any updated version of this Agreement supersede all prior versions. Your continued use of the Site means that you accept and agree to be bound by the revised terms.

## 2. Description of Services

### 2.1. About Our Services

BuildMySOP offers development and customization of employment training materials, standard operating procedures, and operating procedure implementation and oversight. The Services offered by BuildMySOP include, among others:

- Developing operating procedures, employment policies, and other documents, accessible through BuildMySOP's online platform;
- Customizing operating procedures, employment policies, and other documents using User input, accessible through BuildMySOP's online platform;
- Licensing operating procedures, employment policies, and other documents through BuildMySOP's online platform; and
- Software as a service, including on a subscription basis for developing and maintaining operating procedures, User policies, and other documents (the "Software").

Our Services continue to grow and change. Please refer to our Site and periodically check for updates to this Agreement for further information about the Services we provide.

### 2.2. Limitations of our Services

We offer a variety of Services to help our Users understand and use data. Except as described in the Additional Terms, elsewhere herein, or in our Privacy Policy, BuildMySOP does not engage in data collection for the purpose of aggregation. We do not have control over the quality or accuracy of any input by Users, nor the integrity, responsibility, of Users in collecting any information they provide us.

### 2.3. License

BuildMySOP grants you a non-exclusive, non-transferable, limited license to access and display the Site as a customer or potential customer of BuildMySOP provided you comply with this Agreement, and all copyright, trademark, and other proprietary notices remain intact. You may only use a crawler to crawl the Sites as permitted by each Site's robots.txt protocol, and BuildMySOP may block any crawlers in its sole discretion. The use authorized under this Agreement is non-commercial in nature unless otherwise agreed under Additional Terms. All other use of the Site is prohibited.

Except for the limited permission in the preceding paragraph and any Additional Terms, BuildMySOP does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights, including, without limit, to the Software. You may not mirror any of the content from this Site on another website or in any other media. Any Software, documents, output, and other materials that are made available for downloading, access, or other use from the Site with its own license terms will be governed by such Additional Terms. Your failure to comply with such Additional Terms or any terms of this Agreement can result in automatic termination of any rights granted to you, without prior notice.

### 2.4. Eligibility to Use the Site and Services

By requesting to use, registering to use and/or using the Site, Services, or Software, you, as the User, represent and warrant that you have the right, authority and capacity to enter into this Agreement and you commit to abide by all of the terms and conditions hereof. You also represent and warrant that you meet the following eligibility criteria:

- Our Services are available only to individuals who are eighteen (18) years of age or older. If you do not meet the above age requirements, do not register to use the Site, Services, or Software.
- The Site and the Services are currently available only to individuals who are legally in the United States. If you reside outside the United States, you may not currently use BuildMySOP, the Site, Services, or Software.
- You are not a competitor of BuildMySOP or using our Services or Software in any manner that is competitive with BuildMySOP.
- Your use of the Services and Software, including but not limited to any Content as (defined below) you share with BuildMySOP, must be in accordance with any and all applicable laws and regulations.
- We welcome your feedback and questions about the Site, Services, or Software. However, you agree that any comments, ideas, messages, questions, suggestions, or other communications you send to us or share with us through any channel (including, without limitation, the Site, email, surveys, and our social media accounts) shall be and remain the exclusive property of BuildMySOP and we may use all such communications, all without notice to, consent from, or compensation to you.

**BuildMySOP disclaims any liability whatsoever for any misstatements and/or misrepresentations made by any Users regarding the Site, Services, or Software. You hereby represent, understand and agree to hold BuildMySOP harmless for any misstatements and/or misrepresentations made by or on behalf of them on this Site or in any other venue.**

### 3. Prohibited Uses

By using the Site, Services, or Software, you agree that you will not under any circumstances:

- Use the Site, Services, Software, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- Use the Site, Services, or Software for any fraudulent or unlawful purpose including promotion of such activities, or for any purpose not expressly intended by BuildMySOP;
- Harass, abuse or harm another person or group, or attempt to do so;
- Provide false or inaccurate information when using the Services or communicating with other Users;
- Interfere or attempt to interfere with the proper functioning of BuildMySOP's Site, Services, or Software;

- Make any automated use of the Site, Services, or Software, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- Bypass any robot exclusion headers or other measures we take to restrict access to the Services or use any software, technology, or device to scrape, spider, or crawl the Site, Services, or Software or harvest or manipulate data (whether manually or through automated means); or
- Publish or link to malicious content intended to damage or disrupt BuildMySOP's or another User's browser or computer.

Should BuildMySOP find that you violated this Section 3 or other aspect of this Agreement, BuildMySOP reserves the right, at its sole discretion, to immediately terminate your use of the Site and Services. By using the Site and/or Services, you agree that BuildMySOP may assess, and you will be obligated to pay, \$10,000 per each day that you misuse or mis-appropriate any BuildMySOP content, including but not limited to, use on a "mirrored," competitive, or third-party site. This obligation shall be in addition to any other rights BuildMySOP may have under this Agreement, Additional Terms, or applicable law. BuildMySOP may exercise any remedies cumulatively in its sole discretion

Further, to protect the integrity of the Site and the Services, BuildMySOP reserves the right at any time in its sole discretion to block Users based on IP addresses or MAC addresses from accessing the Site.

#### **4. Termination**

BuildMySOP reserves the right, in its sole discretion, to immediately terminate your access to all or part of the Site, Services, or Software to remove any content, including any Content or other User input, sourced by or about you from the Site with or without notice for any reason or no reason in its sole discretion, including without limitation if BuildMySOP should determine that you are not eligible to use the Site, Services, or Software, have violated any terms stated herein, are not suitable for participation as a User, have misused or misappropriated content or any materials from the Site, Services, or Software, including but not limited to use on a "mirrored," competitive, or third-party site. Upon termination, BuildMySOP shall be under no obligation to provide you with a copy of any content posted by or about you on the Site. If we terminate your registration, we have no obligation to notify you of the reason, if any, for your termination.

Following any termination of any User's use of the Site, Services, or Software, BuildMySOP reserves the right to send a notice thereof to other Users with whom we believe the terminated User has corresponded. Our decision to terminate an individual's registration and/or to notify other Users with whom we believe the individual has corresponded does not constitute, and should not be interpreted or used as information bearing on, the User's character, general reputation, personal characteristics, or mode of living.

#### **5. Privacy**

BuildMySOP uses the information you provide on the Site or via the Services or in accordance with our [Privacy Policy](#).

#### **6. Links to External Sites**

Links from the Site to external sites (including external sites that are framed by BuildMySOP) or inclusion of advertisements and other third-party content do not constitute an endorsement of such sites or

the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such third-party content, but are for Users' reference and convenience.

Users access such external sites at their own risk. It is the responsibility of the User to evaluate the content and usefulness of the information obtained from other sites. BuildMySOP does not control such sites and is not responsible for their content.

Users further acknowledge that use of any site or content controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by BuildMySOP's Terms of Use and Privacy Policy. BuildMySOP expressly disclaims any liability derived from the use and/or viewing of links that may appear on this Site. All users hereby agree to hold BuildMySOP harmless from any liability that may result from the use of links that may appear on the Site.

## 7. Age Restrictions

BuildMySOP, the Site, Services, or Software are intended for people 18 or over. BuildMySOP will not knowingly collect any information from individuals under 13. Should we determine that you do not meet the age requirements for using our Site, Services, or Software, your access may be terminated immediately.

## 8. Disclaimers; Limitations; Waivers; Indemnification

### 8.1. No Warranty

The information and materials contained on the Site, including any Software, data visualizations, text, graphics, information, links, or other items are provided "as is." Further, opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by BuildMySOP or its affiliates, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. **BUILDMYSOP DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN BUILDMYSOP; (3) WARRANT THAT YOUR USE OF THE SITE, SERVICES, OR SOFTWARE WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED; OR (4) GIVE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUILDMYSOP EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.**

### 8.2. Assumption of Risk

You assume all risk when using the Site, Services, or Software, including but not limited to all of the risks associated with any online or offline interactions with users of the same.

### 8.3. Limitation of Liability

In no event will BuildMySOP nor its partners, officers, directors, shareholders, employees, subsidiaries, other affiliates, successors, assignees, agents, representatives, advertisers, marketing partners,

licensors, independent contractors, recruiters and corporate partners, ("Affiliates") be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site, Services, or Software, including without limitation damages related to any information received from the same, removal of content from the Site, including profile information, any information distributed to any User or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Site, Services, or Software, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if BuildMySOP, its Affiliates, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

**BUILDMYSOP IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR SERVICES. MOREOVER, BUILDMYSOP DOES NOT ASSUME AND EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY RESULT FROM THE USE OF INFORMATION PROVIDED ON OUR SITE. ALL USERS HEREBY EXPRESSLY AGREE NOT TO HOLD BUILDMYSOP OR ITS AFFILIATES LIABLE FOR THE ACTIONS OR INACTIONS OF ANY USER OR OTHER THIRD-PARTY OR FOR ANY INFORMATION, INSTRUCTION, ADVICE, OR SERVICES THAT ORIGINATED THROUGH THE SITE OR SERVICES. BUILDMYSOP AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES ARISING OUT OF THE ACTIONS OF USERS IN CONNECTION WITH THE SERVICES AND SOFTWARE.**

**YOU ACKNOWLEDGE AND UNDERSTAND THAT THE CANNABIS AND HEMP INDUSTRIES ARE SUBJECT TO STATE AND FEDERAL REGULATION. CANNABIS REMAINS A FEDERALLY ILLEGAL CLASS I DRUG, AND ACTS OF POSSESSING, CULTIVATING, DISTRIBUTING, AND SELLING CANNABIS ARE FEDERAL CRIMES AND PUNISHABLE AS SUCH. NOTHING CONTAINED IN THIS AGREEMENT, OR THROUGH THE OFFERING OF THE SITE, SERVICES, AND SOFTWARE IS INTENDED TO ASSIST IN ANYWAY WITH VIOLATION OF APPLICABLE LAW.**

**UNDER NO CIRCUMSTANCES WILL BUILDMYSOP'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE AMOUNTS RECEIVED BY BUILDMYSOP IN CONNECTION WITH ANY SERVICES OBTAINED THROUGH THE SITE DURING THE YEAR PRIOR TO THE EVENTS GIVING RISE TO SUCH LIABILITY, OR, IF YOU HAVE NOT PAID BUILDMYSOP ANY AMOUNTS, THE AMOUNT OF \$25.00.**

**IN NO EVENT WILL BUILDMYSOP BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, SERVICES, OR SOFTWARE, OR ANY AGREEMENT, RELATIONSHIP FORMED, OR DECISION OR ACTION MADE USING OR BASED ON THE SITE, SERVICES, OR SOFTWARE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.**

#### **8.4. Release of Liability for Conduct and Disputes**

By using the Site, Services, or Software, you hereby represent, understand, and expressly agree to hold BuildMySOP harmless for any claim or controversy that may arise out of the actions of or relationship between you and any other Users of the Site. You agree to take reasonable precautions in all interactions with other Users of the Site, Services, or Software. By using the Site, Services, or Software, you agree to report any alleged improprieties of any Users therein to BuildMySOP immediately by notifying BuildMySOP of the same via electronic correspondence.

#### **8.5. Indemnification**

By agreeing to this Agreement, users of the Site, Services, or Software agree to indemnify, defend and hold harmless BuildMySOP and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including reasonable attorneys' fees and costs incurred by BuildMySOP and its Affiliates in connection with any claim by a third-party (including an intellectual property claim) arising out of (i) materials and Content you submit, post or transmit through the Site, including any Data from Data Subjects or third party claims in connection with Section 9, (ii) use of the Site, Services, or Software by you in violation of this Agreement or in violation of any applicable law, or (iii) any act or omission by a User using the Site or Services, negligent or otherwise. You further agree that you will cooperate as reasonably required in the defense of such claims. BuildMySOP and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and Users shall not, in any event, settle any claim or matter without the written consent of BuildMySOP. Users further agree to hold harmless BuildMySOP and its Affiliates from any claim arising from a third-party's use of information or materials of any kind posted to the Site.

### **9. User Content**

You are legally responsible for all information, data, text, software, music, sound, photographs, graphics, images, video, messages or other materials uploaded, posted, stored and/or shared online in connection with your use of the Site, Services, or Software, including Data ("Content"). BuildMySOP is not responsible for your Content; you are solely responsible for any Content that may be lost or unrecoverable through your use of the Services and Software. You are encouraged to back up your Content locally, regularly, and frequently.

You hereby grant BuildMySOP a limited license to use the Content you upload or otherwise make available to the Services for the purpose of enabling your use of the Site, Services, or Software. By uploading, displaying, transmitting, or otherwise distributing Content to the Site, Service, or Software, you are granting BuildMySOP and its Affiliates a worldwide, perpetual, royalty-free, non-exclusive license to host and use the Content in connection with and for the sole purpose of providing you the Services and Software, including without limitation the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, and reformat your Content. You will not be compensated for BuildMySOP's use of your Content. By uploading Content, you represent and warrant that you own the rights to the Content or are otherwise authorized to post, display, perform, transmit, or otherwise distribute your Content.

You are responsible for your use of the Site, Software, and Services, for any Content you share using the Services or Software, and for any liability deriving from posting and/or sharing Content that violates the confidentiality or privacy interests, or makes unauthorized disclosure of proprietary business information or trade secrets, of any third party. The Content you submit, post, or display may be able to be viewed by other users of the Services and on third party services and websites where you have shared any output from use of the Site, Services, or Software. You agree to only provide Content that you are comfortable sharing with

others under this Agreement. BuildMySOP bears no responsibility for maintaining the confidentiality of confidential information provided for any Services or Software by Users, even if the information entered into the charts and infographics is designated as “private”, “unpublished”, or “confidential.” You are strictly and solely responsible for compliance with all relevant trade secret agreements, non-disclosure agreements, proprietary business agreements/procedures and/or design rights, laws concerning the international transfer of personally identifiable information, and laws protecting images and information submitted, posted or displayed by the User, including any notices to be included or attached with such Content.

You represent and warrant that the Content uploaded or otherwise delivered from you to the Site, Service, or Software does not violate or infringe upon any common law or statutory rights of any third party, including without limitation, contractual rights, copyrights, trade secrets, proprietary business information concerning processes and systems, and rights of privacy. You acknowledge and agree that no other persons, parties or entities has or have any right, title, or interest, including copyright, in or to your Content, or that in the event other persons do have such right, title or interest, that you are duly authorized to distribute their Content in connection with your use of the Site, Services, or Software.

#### **10. Copyright Notices/Complaints**

It is BuildMySOP’s policy to respond to notices of alleged copyright infringement with the Digital Millennium Copyright Act (“DMCA”). If you believe any materials accessible on or from our Site infringe your copyright, you may request removal of those materials (or access thereto) from the Site by contacting our copyright agent (identified below) and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and (if available) e-mail address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

BuildMySOP’s agent for copyright issues relating to this Site is as follows:

c/o: Copyright Agent  
BuildMySOP.com LLP  
616 Running Water Circle SE  
Albuquerque, NM 87123  
[help@buildmysop.com](mailto:help@buildmysop.com)



In an effort to protect the rights of copyright owners, BuildMySOP maintains a policy for the termination, in appropriate circumstances, of Users of this Site who are repeat infringers in BuildMySOP's sole discretion.

## **11. Agreement to Arbitrate**

### **11.1. Agreement to Arbitrate**

This Section 11 is referred to in this Agreement as the "Arbitration Agreement." Unless you opt-out in accordance with the opt-out procedures set forth in Section 11.7 below, you agree that all claims relating to or arising out of this Agreement or the breach thereof, whether sounding in contract, tort, or otherwise that have arisen or may arise between you and BuildMySOP or its Affiliates, whether relating to this Agreement (including any alleged breach thereof), the Services, the Site, or otherwise ("Claims"), shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except you may assert individual claims in small claims court, if your claims qualify. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

### **11.2. Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AND BUILDMYSOP AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION, ACTION OR PROCEEDING. UNLESS BOTH YOU AND BUILDMYSOP EXPRESSLY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AGAINST BUILDMYSOP AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER BUILDMYSOP USERS.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then this Section 11.2 shall be deemed null and void.

### **11.3. Pre-Arbitration Dispute Resolution**

BuildMySOP is always interested in resolving disputes amicably and efficiently. Therefore, before you commence arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. You may contact us via email at [help@buildmysop.com](mailto:help@buildmysop.com).

### **11.4. Arbitration Procedures**

If we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration and not in courts of general jurisdiction. Arbitration will be conducted by a neutral arbitrator in accordance with the rules of JAMS that are in effect at the time the arbitration is initiated (collectively referred to as the "JAMS Rules"), as modified by this Arbitration Agreement, and excluding the JAMS Class Action Procedures. For information on JAMS, please visit its website, <https://www.jamsadr.com/>. Information about JAMS's Rules and fees for consumer disputes can be found at the JAMS consumer arbitration page, <https://www.jamsadr.com/rules-comprehensive-arbitration/>. If there is any inconsistency between the

JAMS Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would, including without limitation, the limitation of liability provisions in Section 8. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

To commence an arbitration against BuildMySOP, you must write a demand for arbitration that includes a description of the dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com). You should send three copies of the Demand, plus the appropriate filing fee, to JAMS at 500 North State College Blvd., Suite 600, Orange, CA 92868, and send one copy to BuildMySOP at 616 Running Water Circle SE, Albuquerque, NM 87123. For more information, see the JAMS arbitration rules and forms, <https://www.jamsadr.com/rules-download/>. You may represent yourself in the arbitration or be represented by an attorney or another representative. Once we receive your arbitration claim, we may assert any counterclaims we may have against you.

The arbitration shall be held in the county in the United States where you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or BuildMySOP may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and BuildMySOP subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by you and/or BuildMySOP, unless the arbitrator requires otherwise.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise and all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of New Mexico, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Users but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law.

#### **11.5. Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the JAMS Rules, unless otherwise provided in this Arbitration Agreement. If you demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, BuildMySOP will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, BuildMySOP will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees. In the event the arbitrator determines the claim(s)

you assert in the arbitration to be frivolous, you agree to reimburse BuildMySOP for all fees associated with the arbitration paid by BuildMySOP on your behalf that you otherwise would be obligated to pay under the JAMS rules.

**11.6. Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**11.7. Opt-Out Procedure**

You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice ("Opt-Out Notice") in accordance with the terms of this Section. For new Users, the Opt-Out Notice must be postmarked no later than 30 Days after the date you use our Site or Services for the first time. You must mail the Opt-Out Notice to:

BuildMySOP.com LLP  
616 Running Water Circle SE  
Albuquerque, NM 87123  
*help@buildmysop.com*

Notice must state that you do not agree to the Arbitration Agreement and must include your name, address, phone number, and the email address(es) associated with the Site and Services to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of the Arbitration Agreement, BuildMySOP will likewise not be bound by these arbitration provisions. All other terms will continue to apply. Opting out of the Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. Users who accepted a previous version of this Agreement that included an arbitration agreement, and who did not timely opt out of that arbitration agreement, remain bound by the last arbitration agreement that they accepted. Upon receipt of a valid Opt-Out Notice, BuildMySOP will provide the opting out User with a copy of the arbitration agreement from the last version of the this Agreement that the User accepted, if any exists.

**11.8. Future Changes to this Arbitration Agreement**

Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any change to this Arbitration Agreement (other than a change to any notice address or website link provided herein) in the future, such change shall not be effective until at least 60 days from the date of posting, and shall not apply to any claim that was filed in a legal proceeding against BuildMySOP prior to the effective date of the change. Moreover, if we seek to terminate this Arbitration Agreement from this Agreement, such termination shall not be effective until 30 days after the version of this Agreement not containing the Arbitration Agreement is posted to the Site, and shall not be effective as to any claim that was filed in a legal proceeding against BuildMySOP prior to the effective date of removal.

**12. Governing Law and Jurisdiction**

This Agreement, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of New Mexico, including New Mexico's statutes of limitations governing your claim, without giving effect to its principles of

conflicts of law, provided that the Federal Arbitration Act shall govern the interpretation and enforcement of Section 11, the Arbitration Agreement.

Unless you and we agree otherwise, in the event that the Arbitration Agreement is found not to apply to you or to a particular claim or dispute (except for small-claims court actions), either as a result of your decision to opt-out of the Arbitration Agreement or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and BuildMySOP must be resolved exclusively by a state or federal court located in the State of New Mexico. You and BuildMySOP agree to submit to the personal jurisdiction of the courts located within the State of New Mexico for the purpose of litigating all such claims or disputes.

### **13. Consent to Electronic Communication**

By using the Site or Services, you agree to allow BuildMySOP and its Affiliates to communicate with you electronically, and you consent to electronic delivery of notices, documents, or products from BuildMySOP via email, telephone call, or text message. You undertake to notify BuildMySOP in the event you change your email address or phone number.

### **14. Miscellaneous**

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third-party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of this Agreement shall in no way effect the validity, legality or enforceability of any other term or provision of this Agreement. Each Affiliate is expressly made a third-party beneficiary of this Agreement and may enforce this Agreement directly against you. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

### **15. Severability**

If a court decides that any term or provision of this Agreement, other than Section 11.2, is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. The remainder of this Agreement will continue to apply.

### **16. Contact Information**

If you have any questions or need further information as to the Site or Services provided by BuildMySOP, or need to notify BuildMySOP as to any matters relating to the Site or Services, please contact us at:

BuildMySOP  
616 Running Water Circle SE  
Albuquerque, NM 87123  
[help@buildmysop.com](mailto:help@buildmysop.com)