

TERMS OF USE AGREEMENT

This Terms of Use Agreement was last updated June 24, 2020.

This Terms of Use Agreement ("Agreement") is a legal agreement between you and The Integration Group of Americas Inc. (hereinafter referred to as "Company") relating to your use of Company's mobile applications ("Application"). You agree to be bound by all of the terms (the "Terms") set forth in this Agreement and acknowledge that you have received and reviewed the Company's Privacy Policy located at <https://www.tiga.us/terms-of-use>. The Terms are subject to change at any time, effective upon notice to you.

- 1. Use of Application.** You may use the Application subject to your acceptance of these Terms and Company's right to terminate your use or access to the Application at any time and for any reason. You may not copy or incorporate the Application into other programs or create derivative works from the Application or to assign your right to, or license the Application to any third-party. You may not reverse engineer, decompile, disassemble, tamper with, or bypass any security measures used to protect the Application or data collected by the Application or otherwise owned by Company.
- 2. Surveys.** The Application may allow you to submit answers to surveys that we use to create aggregated survey reports that are shared with the public or other third-parties as described in our Privacy Policy. You agree that our surveys are public or peer-reviewed scientific, historical, or statistical research in the public interest, and give informed consent to our collection of your responses for this purpose.
- 3. Updates.** Company may automatically or manually update or modify the Application at any time without notice to you.
- 4. Limitations of Liability and Indemnification.** You agree that in no event will Company, its officers, employees, agents, affiliates, and licensees be liable for any direct or indirect, incidental, special or consequential damages, including costs or attorneys' fees, as arising from or relating to your use of the Application. Your sole remedy for any claim or cause of action against Company shall be limited to \$100, including attorneys' fees and expenses. You agree to indemnify and hold harmless Company its officers, employees, agents, affiliates, and licensees for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of the Application or claims relating to any information you provide to Company, including any breach by you of the Terms contained in this Agreement.
- 5. Ownership, Copyrights, Trademarks, Licenses.** Company owns and retain all proprietary rights to the Application, its trademarks and copyrights. Company also owns the rights to any data you provide to the Application. You are not authorized to reproduce, transmit or distribute the proprietary information of Company.
- 6. Electronic Communications.** You consent to receive communications from Company, such as telephone calls, e-mails, texts, push notifications, or other communications through the Application.

- 7. No Warranties.** Company provides the Application on an "as is" basis and does not make any warranty, express, implied, limited or other with respect to the goods or services provided. ANY WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED.
- 8. Termination.** YOU AGREE THAT COMPANY MAY TERMINATE THIS AGREEMENT OR YOUR ABILITY TO USE THE APPLICATIONS AT ANY TIME AND WITHOUT PRIOR NOTICE TO YOU. Your obligations set forth under this Agreement shall survive the termination of this Agreement or the deletion of the Application from your mobile device.
- 9. Jurisdiction.** This Agreement or any dispute between you and Company shall be governed by the laws of Texas, without regard to provisions of conflicts of law. Any lawsuit between you and Company shall be brought exclusively in Harris County, Texas or, provided that the claim arises under Federal law, you may bring it in the United States District Court in Houston, Texas. You hereby consent to the jurisdiction of courts in Texas.
- 10. Severability.** If any provision is found to be invalid, the remaining provisions will be in full force and effect.
- 11. Certification.** You certify that you are at least 18 years of age and that your answers to the registration questions required to install the Application will be truthful.
- 12. Entire Agreement.** This Agreement constitutes your entire Agreement with Company with respect to the Applications.
- 13. Waiver.** The failure of Website or Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website or Company must be in writing and signed by an authorized representative of the Company.