

# Terms of service

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These Terms of Service constitute a legally binding agreement between you and Runway Financial, Inc. (together with its affiliates, “Runway”, “we,” “our” or “us”) governing your use of our website (the “Site”). BY USING THE SITE, YOU AGREE TO THESE TERMS OF SERVICE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE. These Terms of Service are effective as of the date you first use or access the Site. If you accept or agree to these Terms of Service on behalf of your employer or another legal entity, you represent and warrant that (i) you have full legal authority to bind your employer or such entity to these Terms of Service; (ii) you have read and understand these Terms of Service; and (iii) you agree to these Terms of Service on behalf of the party that you represent. In such event, “you” and “your” will refer and apply to your employer or such other legal entity.

Any personal data you submit to the us or which we collect about you is governed by our Privacy Policy (“Privacy Policy”), available at <https://cfo.ai/privacy>. You acknowledge that by using the Site, you have reviewed the Privacy Policy. The Privacy Policy is incorporated by reference into these Terms of Service and together form and are hereinafter referred to as this “Agreement.”

PLEASE NOTE: THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND RUNWAY CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 9). PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING, IF APPLICABLE, YOUR RIGHT TO OPT OUT OF ARBITRATION.

## 1. Account, Password and Security

You may be required to register and create an account to use the Site (an “Account”) and as part of that process you will be requested to provide certain information, including without limitation your name and email address. By using the Site, you agree to provide true, accurate, current and complete information as prompted by the registration process and to maintain and promptly update the Account information to keep it accurate, current and complete. You are the sole authorized user of your Account. You are responsible for maintaining the confidentiality of any log-in, password, and Account number provided by you or given to you by Runway for accessing the Site. You are solely and fully responsible for all activities that occur under your password or Account, even if not authorized by you. Runway has no control over the use of any user’s Account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or Account or you suspect any other breach of security, you agree to contact Runway immediately.

The person signing up for the Account will be the contracting party (“Account Owner”) for the purposes of these Terms of Service and will be the person who is authorized to use any corresponding Account we provide to the Account Owner in connection with the Site; provided, however, that if you are signing up for the Site on behalf of your employer, your employer shall be the Account Owner. As the Account Owner, you are solely responsible for complying with these Terms of Service and only you are entitled to all benefits accruing thereto. Your Account is not transferable to any other person or account. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your Account.

## 2. Representations and Warranties

You represent and warrant that (i) you are 18 years of age or older or are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Whether you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

You further represent and warrant that (i) you have read, understand, and agree to be bound by these Terms of Service and the Privacy Policy in order to access and use the Site and (ii) when using or accessing the Site, you will act in accordance with any applicable local, state, or federal law or custom and in good faith.

You agree not to engage in any of the following prohibited activities, among others: (i) copying, distributing, or disclosing any part of the Site in any medium other than as allowed by the Site and these Terms of Service; (ii) using any automated system (other than any functionalities of the Site), including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Site; (iii) transmitting spam, chain letters, or other unsolicited email or attempting to phish, pharm, pretext, spider, crawl, or scrape; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (v) violating any international, federal, provincial or state regulations, rules, laws, or local ordinances; (vi) conducting any unlawful purposes or soliciting others to perform or participate in any unlawful acts; (vii) uploading invalid data, viruses, worms, or other software agents through the Site; (viii) infringing upon or violate our intellectual property rights or the intellectual property rights of others; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) harassing, insulting, harming, abusing, defaming, abusing, harassing, stalking, threatening, intimidating or otherwise violating the legal rights (such as of privacy and publicity) of any other users or visitors of the Site or staff member of Runway; (xi) interfering with or any activity that threatens the performance, security or proper functioning of the Site; (xii) uploading or transmitting viruses or any other type of malicious code; (xiii) attempting to decipher, decompile, disassemble or reverse engineer any of the software or algorithms used to provide the Site; (xiv) bypassing the security features or measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; (xv) attempting to access unauthorized Accounts or to collect or track the personal information of others; (xvi) using the Site for any purpose or in any manner that infringes the rights of any third party; or (xvii) encouraging or enabling any other individual to do any of the foregoing.

You hereby warrant and represent that, other than as fully and promptly disclosed to Runway as set forth below, you do not have any motivation, status, or interest which Runway may reasonably wish to know about in connection with the Site, including without limitation, if you are using or will or intend to use the Site for any journalistic, investigative, or unlawful purpose. You hereby warrant and represent that you will promptly disclose to Runway in writing any such motivation, status or interest, whether existing prior to registration or as arises during your use of the Site.

## 3. Billing and Payment

You may be required to provide your credit card or bank account details to Runway or the payment service provider retained by Runway. All paid plans must enter a valid payment account.

Pricing and other payment terms of our paid plans are established by Runway at our sole and absolute discretion. At any time, and for any reason, we may provide a discount or credit or other consideration to some or all of our customers with paid plans (a “Credit”). The amount and form of such Credits, and the decision to provide them, are at our sole and absolute

discretion. The provision of Credits in one instance does not entitle you to Credits in the future for similar instances, nor does it obligate us to provide Credits in the future, under any circumstance.

We reserve the right to change our plans or adjust pricing for our service or any components thereof in any manner as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Service, any price changes will take effect following notice to you.

For paid plans, our service is billed in advance on a monthly basis. Payments are nonrefundable and there are no refunds or credits for partially used membership periods. You are responsible for paying agreed-upon fees for our services. Users of our services will be liable for any taxes required to be paid on such services.

## 4. Termination and Suspension

Unless otherwise agreed to in writing between you and Runway, either party may terminate these Terms of Service for any or no cause, at any time. You may cancel and delete your Account at any time by either using the features on the Site to do so (if applicable and available) or by written notice to [legal@cfo.ai](mailto:legal@cfo.ai). After cancellation, you will no longer have access to your Account, your profile or any other information through the Site. For paid plans, following any cancellation, you will be responsible for payment through the end of your current billing period. The provisions of these Terms of Service which by their intent or meaning intended to survive such termination, including without limitation the provisions relating to disclaimer of warranties, limitations of liability, and indemnification, shall survive the any termination of these Terms of Service and any termination of your use of the Site and shall continue to apply indefinitely.

We reserve the right to refuse access to or use of the Site to anyone for any reason at any time. Runway may terminate or limit your right to use the Site in the event that we are investigating or believe that you have breached any provision of this Agreement, by providing you with written or email notice. Such termination or limitation will be effective immediately upon delivery of such notice. If Runway terminates or limits your right to use the Site pursuant to this section, you are prohibited from registering and creating a new Account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

Even after your right to use the Site is terminated or limited, this Agreement will remain enforceable against you. Runway reserves the right to take appropriate legal action, including but not limited to pursuing arbitration in accordance with Section 9 of these Terms of Service.

Runway reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Site at its sole discretion. Runway is not liable to you for any modification or discontinuance of all or any portion of the Site. Runway has the right to restrict anyone from completing registration as a user if Runway believes such person may threaten the safety and integrity of the Site, or if, in Runway's discretion, such restriction is necessary to address any other reasonable business concern.

Following the termination or cancellation of your Account (as defined below), we reserve the right to delete all your data in the normal course of operation. Your data cannot be recovered once your Account is terminated or cancelled.

## 5. Links to Third-Party Websites

The Site may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by Runway or association with those websites, their content or their operators. Such links (including without limitation external websites that are framed by the Site as well as any advertisements displayed in connection therewith) are provided as an

information service, for reference and convenience only. Runway does not control any such websites, and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree that Runway is not involved in the creation or development of third-party websites and disclaims any responsibility for third-party websites, and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that Runway has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites on the Site at its sole discretion.

The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites. You access such third-party websites at your own risk. Runway expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Site. You hereby agree to hold Runway harmless from any liability that may result from the use of links that may appear on the Site.

As part of the functionality of the Site, you may link your Account with online accounts you may have with third-party service providers, such as Google (each such account, a “Third-Party Account”) by either: (i) providing your Third-Party Account login information through the Site; or (ii) allowing Runway to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Runway and/or grant Runway access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Runway to pay any fees or making Runway subject to any usage limitations imposed by such third-party service providers. By granting Runway access to any Third-Party Accounts, you understand that (1) Runway may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “SNS Content”) so that it is available on and through the Site via your Account, including without limitation any friend lists, and (2) Runway may submit and receive additional information to your Third-Party Account to the extent you are notified of this when you link your Account with the Third-Party Account. Depending on the Third-Party Accounts you choose, and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account. Please note that if a Third-Party Account or associated service becomes unavailable or Runway’s access to such Third-Party Account is terminated by the third-party service provider, then SNS Content may no longer be available on and through the Site. You will have the ability to disable the connection between your Account and your Third-Party Accounts at any time, as set forth below. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY PROVIDERS. Runway makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and Runway is not responsible for any SNS Content.

## **6. Intellectual Property Rights**

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos, typefaces and other content (collectively “Proprietary Material”) that users see or read through the Site is owned by Runway, which users hereby grant Runway a license to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Runway owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws governing copyright, patents, and other proprietary rights. You may not copy, download, use, redesign, reconfigure, or retransmit anything from the Site without Runway’s express prior written consent.

Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Runway.

The service marks and trademarks of Runway, including without limitation Runway and Runway logos, are service marks owned by Runway. Any other trademarks, service marks, logos and/or trade names appearing via the Site are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

Additionally, you may choose to or we may invite you to submit comments, ideas, or feedback about the Site, including without limitation about how to improve the Site and our services or our products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Runway under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Runway does not waive any rights to use similar or related Feedback previously known to Runway, developed by its employees, or obtained from sources other than you. You acknowledge that all email and other correspondence that you submit to us shall become our sole and exclusive property.

## **7. Confidential Information**

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Runway and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Site in accordance with these Terms of Service. If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify Runway in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Runway upon termination of this Agreement for any reason whatsoever.

Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Runway upon termination of this Agreement for any reason whatsoever.

## **8. Disclaimer of Warranties**

THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RUNWAY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE SITE OR THE CONTENT OF ANY THIRD-PARTY SITES LINKED TO THE SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

UNDER NO CIRCUMSTANCES WILL RUNWAY AND AFFILIATES OR THEIR CORPORATE PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION,

COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY RUNWAY, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT RUNWAY AND AFFILIATES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LOWER OF (I) THE TOTAL FEES PAID BY YOU TO RUNWAY DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE OR (II) ONE HUNDRED DOLLARS (\$100), TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## 9. Indemnification

You hereby agree to indemnify, defend, and hold harmless Runway and its officers, directors, employees, agents, attorneys, insurers, successors and assigns (the "Indemnified Parties") from and against any and all Liabilities incurred in connection with (i) your use or inability to use the Site, or (ii) your breach or violation of this Agreement; (iii) your violation of any law, or the rights of any user or third party and (iv) any content submitted by you or using your Account to the Site, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. You also agree to indemnify the Indemnified Parties for any Liabilities resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or loan on our infrastructure. Runway reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Runway.

## 10. Dispute Resolution - Arbitration & Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND RUNWAY CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND RUNWAY TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

You agree that, in the event any dispute or claim arises out of or relating to your use of the Site, you will contact us at [legal@cfo.ai](mailto:legal@cfo.ai) and you and Runway will attempt in good faith to negotiate a written resolution of the matter directly. You agree that if the matter remains unresolved for 30 days after notification (via certified mail or personal delivery), such matter will be deemed a "Dispute" as defined below. Except for the right to seek injunctive or other equitable relief described under "Binding Arbitration" section below, should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys' fees, even if you may have been entitled to them otherwise Binding Arbitration. You and Runway agree that any dispute, claim or controversy arising out of or relating to this Agreement or to your use of the Site (collectively "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. This means that you and Runway both agree to waive the right to a trial by jury. Notwithstanding the foregoing, you may bring a claim against Runway in "small claims" court, instead of by arbitration, but only if the claim is eligible under the rules of the small claims court and is brought in an individual, non-class, and nonrepresentative basis, and only for so long as it remains in the small claims court and in an individual, nonclass, and non-representative basis.

**Class Action Waiver.** You and Runway agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, or representative action. This means that you and Runway both agree to waive the right to participate as a plaintiff as a class member in any class action proceeding. Further, unless you and Runway agree otherwise in writing, the arbitrator in any Dispute may not consolidate more than one person's claims and may not preside over any form of class action proceeding.

**Arbitration Administration and Rules.** The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879).

**Arbitration Process.** A party who desires to initiate the arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of arbitrators with relevant experience. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with AAA Rules.

**Arbitration Location and Procedure.** Unless you and Runway agree otherwise, the seat of the arbitration shall be in San Francisco, California. If your claim does not exceed USD\$10,000, then the arbitration will be conducted solely on the basis of documents you and Runway submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds USD\$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Hearings may be conducted by telephone or video conference, if requested and agreed to by the parties.

**Arbitrator's Decision and Governing Law.** The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the AAA Rules. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the "Disclaimers and Limitations of Liability" section above. The arbitrator may award declaratory or injunctive relief in favor of the claimant only to the extent necessary to provide relief warranted by the claimant's individual claim.

**Fees.** Each party's responsibility to pay the arbitration filing, administrative and arbitrator fees will depend on the circumstances of the arbitration and are set forth in the AAA Rules.

## **11. Governing Law**

Except as provided in Section 9 or expressly provided in writing otherwise, this Agreement and your use of the Site will be governed by, and will be construed under, the laws of the State of California, without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement.

## **12. No Agency; No Employment**

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.



### **13. General Provisions**

Failure by Runway to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the complete and exclusive agreement between you and Runway with respect to its subject matter, and supersedes and governs any and all prior agreements or communications. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. Except for the “Class Action Waiver” in Section 9, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (i) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable or, (ii) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (1) to a parent or subsidiary, (2) to an acquirer of assets, or (3) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement will inure to the benefit of Runway, its successors and assigns.

### **14. Changes to this Agreement and the Site**

Runway reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including these Terms of Service and Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Site or any content or information through the Site at any time, effective with or without prior notice and without any liability to Runway. Runway will endeavor to notify you of material changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Site. Your continued use of the Site following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Runway may also impose limits on certain features or restrict your access to part or all of the Site without notice or liability.

### **15. No Rights of Third Parties**

None of the terms of this Agreement are enforceable by any persons who are not a party to this Agreement.

### **16. Notices and Consent to Receive Notices Electronically**

You consent to receive any agreements, notices, disclosures and other communications (collectively, “Notices”) to which this Agreement refers electronically including without limitation by e-mail or by posting Notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by a recognized overnight delivery service.



## 17. Contacting Us

You consent to receive any agreements, notices, disclosures and other communications (collectively, “Notices”) to which this Agreement refers electronically including without limitation by e-mail or by posting Notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by a recognized overnight delivery service.