



CloudFortress TERMS OF USE

Effective Date: January 27, 2025

PLEASE SCROLL DOWN AND READ THE TERMS OF USE BELOW.

These Terms of Use (this Agreement) govern your use of all digital products, platform services (“Services”), from CloudFortress as described below. These products and services are provided either directly by CloudFortress, LLC and its affiliated companies (CloudFortress, we, us, our) or through various third-party platforms and devices (e.g., mobile and tablet).

IMPORTANT NOTICE - BINDING ARBITRATION AND CLASS ACTION WAIVER: PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONSTITUTE A LEGAL AGREEMENT AND IMPACT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING WAIVER OF RIGHTS AND LIMITS ON REMEDIES. BY AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING ARBITRATION, EXCEPT FOR CERTAIN LIMITED TYPES OF DISPUTES DESCRIBED IN SECTION 16.1 BELOW. YOUR AGREEMENT TO ARBITRATION MEANS YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND THE RIGHT TO A TRIAL BY JURY, AND INSTEAD, DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. YOU ALSO AGREE THAT ALL DISPUTES BETWEEN YOU AND US, WHETHER IN COURT OR IN ARBITRATION, WILL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS AND YOU ARE WAIVING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER FORM OF REPRESENTATIVE ACTION.

TO READ SECTION 16 OF THIS AGREEMENT FOR FURTHER DETAILS.

If you do not agree to be bound by the terms of this Agreement, please do not access a Service. If you access or use a Service, with or without an active subscription or registration, you are hereby notified that your continued use of such Service is subject to all applicable terms and conditions of this Agreement.

1. EFFECTIVE DATE OF & CHANGES TO THIS AGREEMENT

We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically (including without limitation, by email or by posting a notice on a Service indicating that the terms have been updated or similar words). The updated terms also will appear in this document, which you can access at any time by going to the Agreement link at the footer of those Services which are made available through a website



or to the Legal or Legal Notices area of those Services which are made available as an application. By using a Service after changes are made to this Agreement you signify that you agree to be bound by such changes.

2. COMPLIANCE

We are based in the United States and the Services are provided from the United States. We make no representation or warranty that a Service or text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights available through the Services (the Content) is appropriate or available for use in other locations. You agree that you will comply with any and all laws applicable to your use of a Service.

3. PRIVACY AND YOUR ACCOUNT

The CloudFortress [Privacy Terms](#)

Privacy Notice describes how we collect, use, share and protect your personal information. Your information may be stored and processed in the United States or any other country where CloudFortress has facilities and/or in which we engage service providers, and by using a Service online, you consent to the transfer of information outside of your country. If your access to a Service has been provided by or through a Third-Party (for example, your employer or an education institution where you are a student) (each, a Third-Party Payer), the Third-Party Payer may have provided us with information about you (such as your email address or name) to enable us to provide you with access to a Service and distinguish you from other users. If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password. You agree to notify us promptly if you change your billing or delivery address or email address so we can continue to contact you and send any notices described hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice.

4. FEES AND PAYMENTS

You must be 18 years of age or older to purchase a subscription to the Services or any other content, product, or service offered by us through the Services. You agree to pay the subscription fees and any other charges incurred in connection with your account for a Service (including any applicable taxes) at the rates in effect when the charges were incurred. If your subscription includes access to areas containing premium content or services, your access to such areas may be subject to additional fees, terms and



conditions, which will be separately disclosed in such areas. Unless you have paid by check, we will bill all charges automatically to your credit or debit card. Subscription fees will be billed at the beginning of your subscription and any renewal. As a general matter, all fees and charges are non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If we do issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. Please visit our Customer Center by clicking on the “Chat Widget” on the website. All products and services are non-refundable and all purchases are final without exception.

We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance and an opportunity to cancel. If you need to update your credit or debit card details or you want to use a different credit or debit card, please visit our login and access your account profile; free to contact is via the “Chat Widget.”

If you believe someone has accessed a Service using your user name and password without your authorization, please immediately notify us by calling Customer Service at the phone number below:

(570) 277-1200

You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other service not owned by us.

5. TERM; CANCELLATION AND RENEWAL

5.1 Term and Renewal.

This Agreement shall remain in full force and effect while you use the Services and certain provisions shall survive and remain in full force and effect for an indefinite period, as described in Section 5.4 below. Unless you have paid by check, your subscription will renew automatically until it is cancelled in accordance with this Section 5. You must cancel your subscription before it renews in order to avoid billing your credit or debit card for subscription fees related to the renewal term. You will be notified of pending renewals or pricing increases as required by applicable law.

5.2 Cancellation Policy.

We may cancel your subscription at any time upon notice to you. You may cancel your subscription by following the procedures described in the [Cancellation and Refund Policy](#).

If you have access to any Service through a bundled subscription (or any other bundle that includes a Service as well as other CloudFortress consumer products or services), you may



cancel your subscription to such bundle, or any service included in such bundle, by following the procedures for such bundle described in the Cancellation and Refund Policy on our Customer Center.

5.3 Effect of Cancellation.

If you cancel your subscription, your access to the Service will terminate at the end of your then-current subscription term. If we cancel your subscription, your access to the Service will terminate as of the cancellation date determined by us, which may be on or prior to the end of your then-current subscription term. In either case, your status will change to that of a registered non-subscriber user (or a free registered user) with respect to that Service. As a registered non-subscriber user, you may have limited access to the Services, and any such access and use will remain subject to the provisions of this Agreement and our Privacy Notice. Notwithstanding the foregoing, in the event we terminate your subscription for breach, we reserve the right to restrict your access to any Service.

5.4 Survival of Certain Terms.

Upon the cancellation, termination, or expiration of your subscription or any registration for any reason or the cessation of use of any Service, the rights and obligations that expressly or by their nature contemplate performance after such cancellation, termination, expiration or cessation of use will continue to survive and shall continue in full force and effect even after you cease using or accessing any Service, including, but not limited to Sections 1, 2, 3, 4, 5.1, 5.3, 5.4, and 6 through 21, as well as all amounts due and owing.

6. SUBSCRIPTION POLICIES

By subscribing to a Service, you are subject to our subscription policies, including without limitation, our [Cancellation and Refund Policy](#), which can be found at any time in our Legal Section of the website.

Please read these carefully as they set forth our cancellation and refund policy and other important information. We reserve the right to change these policies at any time and you should refer to them frequently to ensure you are aware of current policies. Our subscription policies are hereby incorporated into this Agreement and made a part hereof.

7. AVAILABILITY OF SERVICE THROUGH OTHER PLATFORMS; THIRD-PARTY PAYMENT SERVICES

7.1 If you access a Service through a mobile application or other type of Third-Party platform, the applicable end user license agreement or terms of use for the mobile service through which you downloaded the mobile application may apply in addition to the terms



of this Agreement and you agree that you are subject to such application's or platform's terms in addition to this Agreement. In the event of a discrepancy between any terms and conditions of this Agreement and the end user license agreement or terms of use for mobile service, the terms and conditions of this Agreement shall prevail.

7.2 From time to time, we may use a Third-Party not affiliated with us to process payments for a Service (a Third-Party Processor). You agree that this Third-Party Processor is solely responsible for controlling, handling, processing, or fulfilling purchases processed through its systems. When using such Third-Party Processor you may be subject to additional terms of use/service and privacy policy(ies) of the Third-Party Processor.

8. CERTAIN TYPES OF USERS; PRINT SUBSCRIPTIONS

8.1 Other Subscribers and Users.

If your access to a Service is provided by or through a Third-Party Payer (as defined in Section 3 above), or if you have paid for access to a Service in connection with your subscription to one or more of our print publications, or purchased your subscription to a Service through a retailer rather than from us directly, some or all of the Fees and Payments and Cancellation and Renewal terms may not apply to you. Please contact the Third-Party Payer, retailer or our Customer Service department for details. If you access a Service without paying or registering (e.g., as part of an open house or free trial) you are hereby notified that all of the terms and conditions of this Agreement except the section labeled Fees and Payments and Cancellation and Renewal apply to your use and access of such Service.

9. LIMITATIONS ON USE

9.1 The Services are for your individual, personal and non-commercial use only. Thus, you may not use the Content, including without limitation, any Content made available through in any commercial product or service, without our express written consent.

9.2 You may not share your log-in credentials (including your password) with any other person whatsoever or publish any log-in credentials (or related information) on any public-facing medium. Any violation of this clause will constitute a material breach of this Agreement and may result in CloudFortress blocking your access to the Services. In any event, you will be responsible and liable for any access to or use of a Service (including without limitation any fee-based transactions) by you or any person or entity using your password/log-in credentials, whether or not such access or use has been authorized by you or on your behalf, and whether or not such person or entity is your employee or agent.



9.3 The Content is our property or the property of our advertisers and licensors and is protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone, including, if applicable, your fellow students, coworkers, or employees, with the following exceptions:

9.3.1 You may occasionally download, print and/or store articles from a Service for your individual, personal, and non-commercial use, provided that you maintain all copyright and other notices contained in the Content and other downloadable items. You may not otherwise download, print, store or provide others with access to such articles except through the share features we have included in a Service. These share features are intended to allow you to share articles and other Content from a Service with a few individuals on an occasional basis. They may not be used to regularly provide others with access to Content from a Service or for sharing Content from a Service with a large number of individuals. In addition, you may not use articles you have downloaded, printed or stored to develop or operate an automated trading system, or for data or text mining any information or content (including associated metadata).

9.4 Additional Restrictions on Use of the Content.

9.4.1 You agree not to rearrange or modify the Content available through a Service. You agree not to display, post, frame, or scrape the Content for use on or in connection with another website, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to modify, reverse engineer, decompile or disassemble any part of the Services, whether in whole or in part, or create, reproduce or distribute any derivative work based on or containing the Content or encourage, assist or authorize any other person to do so. The framing or scraping of or in-line linking to the Services or any Content contained thereon and/or the use of webcrawler, spidering, script, site search/retrieval applications or other manual or automated device, tool, process or other means to retrieve, scrape, text or data mine information or content (including associated metadata), access, copy, index, process and/or store any Content made available on or through the Services, whether directly or through an intermediary, is prohibited. You agree not to remove any copyright or other notices from any Content. You agree not to circumvent any technological protection measures that limit or restrict a user's access to or use of any Service. Without limiting the foregoing, you may not use or incorporate any Content available through a Service for any form of artificial intelligence (AI), including in any generative or other form of AI for training or grounding purposes.



9.4.2 You may not access parts of the Services to which you are not authorized or attempt to circumvent any restrictions imposed on your use or access of the Services. For clarity, your use of our Services and Content is only permitted as expressly set forth in this Agreement and your rights are not expanded, nor are any prohibitions modified or limited, in any way by our use or configuration of exclusionary protocols (e.g., the Robots Exclusion Protocol as implemented through robots.txt files).

9.4.3 You may not create apps, extensions, or other products or services that use our Content (including without limitation in connection with AI) without our express written permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as or generate (whether through AI or otherwise) a substitute for a subscription to a Service.

9.4.4 Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and intellectual property rights, and all other rights specified in these terms; we enforce those rights.

9.4.5 You may not access or view the Services with the use of any scripts, extensions, or programs that alter the way the Services are displayed, rendered, or transmitted to you without our written consent.

9.5 You agree not to use the Services for any unlawful purpose. In addition to other rights, we reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of a Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

9.6 Copyright Policy.

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For more information about our policy, please see "[Legal](#)."

11. ADDITIONAL TERMS APPLICABLE TO CERTAIN BENEFITS.

Certain CloudFortress products or services may provide eligible Service users with certain benefits (Benefits) such as special events and special offers from our partners, discounts and access to certain CloudFortress events. These subscriber benefits are subject to change and/or cancellation at any time. Any eligible users may access the Benefits through such users login credentials. As is the case with this Agreement generally, we reserve the right to modify these additional terms at any time. Under no circumstances shall we be



responsible for any loss or damage resulting in any way in connection with these Benefits. For additional disclaimers and limitations on liability regarding the Benefits, please review Section 14 below.

12. CONTEST AND OTHER PROMOTIONS

From time to time, we, our advertisers or other parties may conduct promotions and other activities on, through or in connection with one or more of the Services, including, without limitation, contests and sweepstakes (collectively, Promotions). In some cases, you may be eligible to win a prize (Prize) as part of a Promotion. Each Promotion may have additional terms and/or rules or eligibility requirements which will be posted or otherwise made available to you in connection therewith in accordance with applicable law.

13. THIRD-PARTY WEBSITES, PRODUCTS AND SERVICES

Certain sections of a Service may contain links to, or frame third-party websites, content, products or services (collectively, Linked Content). Some of this Linked Content may contain our logo or other branding of ours. Notwithstanding the foregoing, the inclusion of any Linked Content does not constitute an endorsement by us, nor does it incur any obligation, responsibility or liability on our part or of our affiliates. We do not verify, control or have any responsibility for the Linked Content, including, without limitation, their content and privacy practices. We encourage you to read the terms and conditions and privacy policy on any Linked Content you use.

14. DISCLAIMERS OF WARRANTIES; LIMITATIONS ON LIABILITY; AND TIME LIMITATION FOR CLAIMS

DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT, CLOUD PLATFORM, TOOLS, AND OTHER BENEFITS, PRIZES AVAILABLE THROUGH THE SERVICES IS ON AN AS-IS, AS AVAILABLE BASIS. WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION (A) ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (C) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF A SERVICE, (D) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, TIMELINESS OR COMPLETENESS OF DATA MADE AVAILABLE ON THE



SERVICES OR OTHERWISE BY US, INCLUDING ANY ADVICE, OPINION, STATEMENT, OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED OR DISTRIBUTED IN THE SERVICES OR AVAILABLE THROUGH THE SERVICES, AND WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY. FURTHER, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. WE DO NOT GIVE TAX OR INVESTMENT ADVICE OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. YOU SHOULD ALWAYS SEEK THE ASSISTANCE OF A PROFESSIONAL FOR TAX AND INVESTMENT ADVICE. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED (A) THAT THE INFORMATION PROVIDED THROUGH THE SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, (B) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION (C) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED, OR (D) THAT THE CONTENT ON THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THE SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THE SERVICES. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF DOW JONES AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ADVERTISERS, SUPPLIERS, CONTENT PROVIDERS AND LICENSORS (THE DOW JONES PARTIES) TO YOU FOR DIRECT DAMAGES IS LIMITED TO THE ANNUAL SUBSCRIPTION FEE. THE CLOUDFORTRESS PARTIES WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES OR SUCH CONTENT, TOOLS, BENEFITS OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE EXCLUDED DAMAGES), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE DOW JONES PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE DOW JONES PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

15. INDEMNIFICATION



You agree to indemnify and hold harmless us, our parent, subsidiaries, and affiliates, and respective successors and assigns, owners, directors, officers, managers, employees, shareholders, agents, representatives, advertisers, operators, suppliers, service providers and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys fees, arising in any way out of or in connection with your use of a Service, your breach or violation of this Agreement, or your User Content. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and all negotiations for its settlement or compromise under this Section 15. In such event, you shall provide us with such cooperation as is reasonably requested by us.

16. DISPUTE RESOLUTION, ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND MASS ARBITRATION WAIVER.

16.1 MANDATORY DISPUTE NOTICE AND PRE-DISPUTE RESOLUTION.

In the event of a Dispute, the party seeking relief must first send to the other party a written statement with their name, address, contact information, the facts about the Dispute, and relief requested (the Dispute Notice). Dispute Notices must be addressed to 50 Alberigi Drive, Jessup, Pennsylvania, 18434, Attention: Legal Department CloudFortress, LLC, via certified mail. For a period of 60 calendar days after receipt of a Dispute Notice (which can be extended by agreement and during which time any statute of limitations and any filing fee deadlines are tolled), the parties shall attempt to resolve the Dispute in good faith. Dispute Notice recipients may demand an informal Dispute resolution conference that both parties shall personally attend.

Compliance with this Section 16.1 is a condition precedent to initiating arbitration or a small claims action. If the Dispute is not resolved within the 60 days, then either party may proceed in accordance with the below. This section does not apply to Disputes involving intellectual property or Section 9.4.1

16.2 MUTUAL ARBITRATION AGREEMENT.

All Disputes will be resolved by binding, individual arbitration, unless otherwise set out in Section 16.3 and 16.4, or with the exception of the following: 1) any claim involving intellectual property, 2) any claim involving Section 9.4.1, and 3) any claim eligible to be brought in small claims court (collectively, Excluded Claims). YOUR AGREEMENT TO ARBITRATION MEANS THAT FOR ALL DISPUTES, EXCEPT FOR EXCLUDED CLAIMS, YOU ARE GIVING UP YOUR RIGHTS TO FILE A LAWSUIT IN COURT AND TO A JURY TRIAL. INSTEAD, YOU WILL HAVE A HEARING BEFORE A NEUTRAL ARBITRATOR. IN ARBITRATION,



THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

16.3 WAIVER OF JURY TRIAL, CLASS ACTIONS, AND CLASS ARBITRATIONS. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION, OR ANY OTHER FORM OF REPRESENTATIVE ACTION, WHETHER IN COURT OR IN ARBITRATION. EACH PARTY MAY PROCEED IN ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION.

By entering into this Agreement, independent of the agreement to arbitrate and waiver of class arbitration, you are giving up the ability to participate in or bring a class action in court for all claims, including but not limited to Excluded Claims. If this waiver of class actions and class arbitrations is deemed unenforceable, neither you nor CloudFortress is entitled to arbitration; instead all Disputes will be resolved in court as noted below.

16.4 WAIVER OF MASS ARBITRATION FILINGS.

You and CloudFortress waive the right to file any Dispute as part of a Mass Arbitration Filing. A Mass Arbitration Filing includes instances in which you or CloudFortress are represented by a law firm or collection of firms that has filed 25 or more arbitration demands of a substantially similar nature against the other party within 180 days of the arbitration demand filed on your or CloudFortress's behalf, and the law firm or collection of firms seek to simultaneously arbitrate all arbitration demands. No arbitrator shall arbitrate any Mass Arbitration Filing. If this waiver of Mass Arbitration Filings is deemed unenforceable, neither you nor CloudFortress is entitled to arbitration; instead all Disputes will be resolved in court as noted below and subject to Section 16.3.

16.5 All arbitrations shall be filed with and administered by JAMS under its Streamlined Arbitration Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>

The demand must be personally signed by the party initiating arbitration and must certify that the party has complied with Section 16.1 above. The arbitrator may award any relief or sanctions against all appropriate persons for any claim or relief that is frivolous or brought for an improper purpose.

16.6 All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the waiver provisions in 16.3 and 16.4 are for the court to decide. New York law applies to any arbitration under this Agreement, but the Federal Arbitration Act governs the interpretation and enforcement of the arbitration agreement.



16.7 You may request an in person hearing in your hometown. If the Arbitrator finds the costs and fees of an Arbitration you initiate will be prohibitive as compared to litigation in court, we will pay as much of your Arbitration filing and arbitrator fees as the Arbitrator deems necessary to prevent the Arbitration from being cost-prohibitive. Payment of fees will be governed by JAMS rules. JAMS has discretion to reduce fees and a good-faith challenge to the fees does not constitute a waiver or breach of this Agreement.

16.8 Right to Opt Out of Arbitration.

You may opt out of the mandatory arbitration provisions of this Agreement by sending written notice of your “opt out” along with your name and email address used to set up your account to CloudFortress, LLC/ Email to: legal@cloudfortress.ai, within 30 days after first becoming subject to this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will still apply to you. Opting out of this Arbitration Agreement has no effect on any other current or future Arbitration Agreements you may have with us. This opt-out does not apply to the class action waiver in Section 16.3.

16.9 Judgment on the award rendered by the arbitrator may be entered in any federal or state court of competent jurisdiction located in the County of New York, New York.

17. GENERAL

Except as otherwise specifically set forth in this Agreement, this Agreement contains the final and entire agreement between you and us regarding your use of the Services and any aspect of the relationship between you and us and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. We may discontinue or change the Services, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign or transfer your rights or obligations under this Agreement to anyone, but our rights and obligations under this Agreement may be assigned or transferred by us without restriction, notice or other obligation to you. No Third-Party (other than CloudFortress's affiliates providing or facilitating any Services hereunder) is a beneficiary of this Agreement. All rights not expressly granted to you hereunder are reserved to us and our licensors. The failure of CloudFortress to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision.

18. GOVERNING LAW AND VENUE

You agree that this Agreement, as well as any and all claims and disputes arising from this Agreement will be governed by and construed in accordance with the laws of the State of



New York, United States of America, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any claims, including Excluded Claims litigation, any other controversy or claim for which arbitration is denied for any reason, or any other claim that otherwise proceeds in court, will be an appropriate federal or state court with proper jurisdiction located in the County of New York in the State of New York.

Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

19. SEVERABILITY

Subject to the provisions of Section 16.3 and Section 16.4 above, if for any reason an arbitrator or court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be invalid or unenforceable, that provision or portion will be enforced to the maximum extent permissible so as to give effect to the intent of the Agreement, and otherwise will be severable with the remainder of the provision and Agreement continuing to be valid and enforceable in full force and effect.

20. ADDITIONAL TERMS AND NOTICES

We employ cookie technology. Read the CloudFortress Cookie Notice for more information on our use of cookies. Certain of our content, data and information providers require us to include additional terms and conditions relating to their content and data, which you can review [Cookie Notice](#).

21. FORCE MAJEURE

We shall not be liable for any delay or failure to perform resulting from causes outside of our reasonable control, including, but not limited to, acts of God, war, terrorism, pandemics, riots, embargos, acts of civil or military authorities, government, cyber attacks attributable by public or private parties to state or quasi-state actors, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

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