

**Terms and conditions  
United States of America**

**Headroom Assistance Services, LLC., a Delaware Corporation  
850 New Burton Rd, Suite 201, Dover 19904 Delaware**

Please read these terms and conditions relating to the services of Headroom Assistance Services, LLC, a Delaware Corporation ("Headroom"), located at 850 New Burton Rd, Suite 201, Dover 19904 Delaware, carefully.

THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE MEMBER TO SUBMIT CLAIMS MEMBER HAS AGAINST HEADROOM TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) MEMBER WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST HEADROOM ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) MEMBER WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

**General**

1. **THIS AGREEMENT:** This Agreement is a Member Agreement between you, as the Member and us, ("Headroom", "we", "our", "us") and applies to all of Headroom's services, assignments and software ("Workspace"). Member must read, agree with and accept all of the terms and conditions contained in this Agreement. This Agreement may be changed by Headroom, Headroom shall inform Member in case of any change of the Agreement. The most current version of this Agreement can be accessed by contacting Headroom or visiting its website. Once Member has been informed by Headroom of changes of the Agreement, continued use of Member's membership constitutes acceptance of the most recent version of the Agreement.

2. **OWNERSHIP:** The website and software, together with the arrangement and compilation of the content, is the copyrighted property of Headroom. Nothing contained on the website should be construed as granting, by implication, or otherwise, any license or right to use any of the copyrights without the written permission of Headroom. All related logos, products and services described in Headroom's website are copyrighted materials. Member may not copy, imitate or use them without Headroom's prior written consent.

3. **ELIGIBILITY AND AUTHORIZATION:** Prior to signing up for Headroom's services, Member will authorize Headroom, directly or through third parties, to make any inquiries we consider necessary to validate Member's identity. This may include asking Member for further information, requiring Member to take steps to confirm ownership of its email address or financial instruments, and verifying Member's information against third party databases or through other sources.

**Definitions**

4. **AGREEMENT:** The Agreement referred to in Section 1.

5. **ASSIGNMENT:** The specific details agreed between Member and Headroom in respect of implementing services of an administrative, and secretarial nature. The Assignment is on a month-to-month basis and will be automatically renewed, unless Member cancels or changes the Assignment before the next billing cycle, with regard to the applicable notice periods referred to in Section 22.

6. **MEMBER:** Every natural person or company who acquires an EA subscription plan and makes use of Headroom's services.

7. **ASSISTANT:** Any natural person appointed and or employed by Headroom providing services on our behalf to a Member.

8. **WEBSITE:** The place where Member can access general information etc.

9. **WORKSPACE:** Headroom's proprietary EA software platform, which is only accessible for Headroom Employees in order to manage their work.

10. **LOCATION:** The place where work will be performed by the Assistant.

11. **BILLING CYCLE:** One full calendar month.

### **Pricing and Payments**

12. **FEES:** Information about Fees for services can be obtained by contacting Headroom or visiting its website. Headroom reserves the right to change Headroom's prices. If Headroom does change prices, we will endeavor to provide notice of the change to the member, at least 30 days before the change is to take effect. Fees are exclusive of VAT and any other additional office expenses such as phone bills, travel costs, office supplies, postage etc.

Member will pay Headroom the fees as specified in the selected Headroom membership. Except as otherwise specified herein (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable. Member must provide Headroom information regarding a credit card or other payment instrument. The Member represents and warrants to Headroom that such information is true and that the member is authorized to use the payment instrument. The member will promptly update its account information with any changes (for example, a change in its billing address or credit card expiration date) that may occur. The member hereby authorizes Headroom to bill the payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until the member terminates its account, and the member further agrees to pay any charges incurred.

13. **INVOICING:** Invoicing for services of the preceding period takes place around the 1st of every billing cycle (month), payments are due within 14 days of the invoice date.

14. **DEFAULT:** Any Member who misses a membership payment in the following way will be considered in default of this Agreement:

I. Member who cancels his or her payment method directly without complying with the notice requirements set out in this Agreement; Headroom may immediately cancel the subscription of a defaulting Member. Upon such cancellation, Headroom will notify the defaulting Member, requesting payment by credit card or bank transfer. Further notification will be sent to the

defaulting member if any payment remains outstanding.

II. Member who has insufficient funds; A defaulting Member who has insufficient funds will be contacted directly and requested to make payment by card over the phone. Further notification will be sent to the defaulting Member if any payment remains outstanding.

III. If a Member does not fulfill the entire outstanding amount by the due date, Headroom reserves the right to take legal actions to claim the entire outstanding amount and halt any outstanding tasks. All additional expenses coming out of legal processes and procedures as a result of non-payments by Member will be charged to Member.

### **Assistants**

15. REPLACEMENTS: Headroom is entitled to switch any Assistant temporarily or indefinitely with another Assistant. Headroom maximizes efforts for Member to experience minimal consequences of replacement.

16. NON SOLLICITATION: Member shall not solicit any individual who is under employment with Headroom, during this Agreement and for a period of twelve (12) months after termination of Member's Agreement with Headroom.

Member further agrees that, should Member be approached by a person who is or has been an employee or a contractor of Headroom during the period described above, Member will not offer to nor employ or retain as a contractor or agent any such person for a period of twelve (12) months following the termination of his/her business relationship with us.

### **Remote**

17. Headroom works with its own software, in addition to third party apps, to enable team collaboration via the Internet.

18. Headroom will safeguard the functionality of its Workspace software and act speedily and actively in cases of complaints.

19. Headroom cannot be held liable for any direct or consequential damage or loss to the Member or any third parties, resulting from the use of the Workspace software or apps.

### **Memberships**

20. USAGE: Headroom shall not be held responsible for usage of the membership. Member cannot accumulate unused support from previous months or share them with other Members.

21. TERMINATION: Member may cancel the membership at any time by giving written notice at [support@iloveheadroom.com](mailto:support@iloveheadroom.com), as per the 1st of the next month and a cancellation period of one month will apply. Non active accounts will be automatically closed after six months. If a Company is subscribed to two subscription seats or more, a cancellation period of two months will apply for all Members, as per the 1st of each month. Headroom may terminate the Agreement and discontinue the provision of any of the services at any time. Such termination shall not affect any right to relief to which Headroom may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to Member will terminate and revert to Headroom as applicable.

22. CHANGES: The same notice terms as in Section 20 also apply if the Member wants to change plans, unless otherwise agreed upon.

23. DISPUTES: If a dispute arises between Headroom and Member, both parties shall endeavor an equitable solution, prior to submitting to arbitration as described further below.

### **Liability and Confidentiality**

24. NON-DISCLOSURE: The terms of the Agreement governs the disclosure of information by and between Headroom and the Member as of the date of the Agreement. The parties are willing to disclose such information to each other on the condition that the recipient of the information does not disclose the same to any third party nor make use thereof in any manner except as set out below.

In consideration of such disclosure to each other, it is agreed by and between the parties hereto as follows:

I. Handling of Confidential Information: The receiving party undertakes to treat as strictly confidential and not to divulge to any third party any of the information disclosed by the other and not to make use of any such information without the disclosing party's prior written consent. The obligations of confidentiality and non-disclosure will be honored even after the termination of this Agreement, except as required by governmental authorities.

II. Definition of Confidential Information: As used herein, Confidential Information shall mean any and all technical and non-technical information provided by either party to the other, including but not limited to, trade secrets, information related to current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, financial information, Member lists, employees, business and contractual relationships, sales and marketing plans.

III. Exceptions to Confidential Information: The above undertaking shall not apply to:

a. Information which after disclosure by the disclosing party is published or becomes generally available to the public, otherwise than through any act or omission on the part of the receiving party.

b. Information which the receiving party can show was in its possession at the time of disclosure and which was not acquired directly from the disclosing party.

c. Information rightfully acquired from others who did not obtain it under the pledge of secrecy to the disclosing party.

d. Information which at the time of disclosure is published or otherwise generally available to the public.

25. EXCLUSION OF WARRANTY: Headroom and any third party providers make no warranty of any kind regarding the website and/or any materials provided on the website, all of which are provided on an 'as is' basis. Headroom will not be held liable for the accuracy, completeness, currency or reliability of the content or data provided to any individual or for any business, investment, cost or loss associated with the information provided.

26. **LIMITATION OF LIABILITY:** Headroom assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Member's computer equipment or other property on account of access to, use of, or browsing in the website or downloading of any materials, data, text, images, video or audio from the site. Headroom is also not responsible for any loss attributed to its failure to provide timely reminders to Members. In no event shall Headroom or any third party providers or distributors be liable for any injury, loss, claim, damage, or damages, including, but not limited to, any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether based in contract, strict liability, or otherwise, which arises out of or is in any way connected with (i) the the performance or non performance of Headroom's EA services to Member, of (ii) any use of the website or content found herein, or (iii) the performance or non performance by Headroom or any third party providers, including, but not limited to, non performance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation even if such party has been advised of the possibility of damages to such parties or any other party.

#### Handling of Personal Data

27. **HANDLING OF EU PERSONAL DATA:** With respect to the processing of personal data relating to data subjects located in the European Economic Area (including the United Kingdom as of the Last Modified Date of these Terms) by Company solely on your behalf, the terms of the Data Processing Addendum shall apply.

The following terms have the meanings given in the General Data Protection Regulation (EU) 2016/679: "personal data", "data subject" and "process"). To the extent you are an individual, you hereby expressly grant consent to Company to: (a) process your personal data (including sensitive personal data) in accordance with the Privacy Policy and to collect, use, and disclose such personal data in order deliver Services and otherwise in accordance with the terms herein; (b) disclose your personal data (including sensitive personal data) to the categories of recipients described in the Privacy Policy; (c) transfer your personal data (including sensitive personal data) throughout the world, including to the United States and other countries that do not ensure adequate protection for personal data (as determined by the European Commission); and (d) disclose your personal data (including sensitive personal data) to comply with lawful requests by public authorities, including to meet national security or law enforcement requirements.

#### **Indemnification**

##### 28. INDEMNITY BY HEADROOM

Headroom will defend the member against any claim, demand, suit, or proceeding ("Claim") brought against Member by a third party alleging that the use of the Headroom Workspace as permitted hereunder infringes or misappropriates a patent, copyright or trade secret.

Headroom will indemnify Member for any damages finally awarded against (or any settlement approved by Headroom) the member in connection with any such Claim; provided that (a) the member will promptly notify Headroom of such Claim, (b) Headroom will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Headroom may not settle any Claim without Member's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases the member of all related liability) and (c) Member reasonably cooperates with Headroom in connection therewith. If the use of the Headroom Platform by Member has become, or in Headroom' opinion is likely to become, the subject of any claim of infringement, Headroom may at its option and expense (i) procure for Member the

right to continue using and receiving the Headroom Platform as set forth hereunder; (ii) replace or modify the Headroom Platform to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the Agreement and provide a pro rata refund of any prepaid fees corresponding to the terminated portion of the applicable engagement period. Headroom will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with guidelines, plans or specifications provided by the member; (B) use of the Headroom Platform by the member not in accordance with the Agreement; (C) modification of the Headroom Platform by any party other than Headroom without Headroom' express consent; (D) Member data (E) the combination, operation or use of the Headroom Platform with other applications, portions of applications, product(s) or services where the Headroom Platform would not by itself be infringing or (F) acts or omissions by the member (clauses (A) through (F), "Excluded Claims"). This section states Headroom's sole and exclusive liability and obligation, and the member's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

## 29. INDEMNIFICATION BY MEMBER

Member will defend Headroom against any Claim made or brought against Headroom by a third party arising out of: (i) Member's breach of the Agreement; (ii) Member's violation of applicable laws; (iii) Member's negligence or willful misconduct; and (iv) Excluded Claims, and Member will indemnify Headroom for any damages finally awarded against (or any approved settlement) Headroom in connection with any such Claim; provided that (a) Headroom will promptly notify the member of such Claim, (b) Member will have the sole and exclusive authority to defend and/or settle any such Claim (provided that the member may not settle any Claim without Headroom' prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Headroom of all liability) and (c) Headroom reasonably cooperates with the member in connection therewith.

## 30. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, OR A BREACH OF CONFIDENTIALITY OR THE LICENSE RESTRICTIONS, UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) EXCLUDING THE MEMBER PAYMENT OBLIGATIONS, ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY THE MEMBER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM. HEADROOM'S LIABILITY FOR ANY MATTER WILL BE LIMITED TO THE TOTAL AMOUNT RECEIVED BY HEADROOM DURING THE LAST 12 CONSECUTIVE MONTH PERIOD FROM MEMBER.

## **Dispute Resolution By Binding Arbitration**

### 31. Agreement to Arbitrate

This section is referred to as the "Arbitration Agreement." Headroom agrees that any and all disputes or claims that have arisen or may arise between the Member and Headroom, whether arising out of or relating to this Agreement, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that the Member may assert individual claims in small claims court, if the Member's claims qualify. Member agrees that, by agreeing to this Agreement, Member and Headroom are each waiving the right to a trial by jury or to participate in a class action. Member's 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. Notwithstanding the foregoing, this Arbitration Agreement shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Arbitration Agreement.

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

Member and Headroom agree that each may bring claims against the other only on an individual basis and not as plaintiff or class member in any purported class or representative action or proceeding. Unless both Member and Headroom agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims 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).

### 33. Pre-Arbitration Dispute Resolution

Headroom is always interested in resolving disputes amicably and efficiently, and most member concerns can be resolved quickly and to the participant's satisfaction by emailing Headroom's support team at [support@iloveheadroom.com](mailto:support@iloveheadroom.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Headroom should be sent to Entrepotdok 25, 1018AD, Amsterdam, Netherlands ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Headroom and Member do not resolve the claim within sixty (60) calendar days after the Notice is received, Member or Headroom may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Headroom or Member shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Member or Headroom is entitled.

### 34. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Commercial Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable 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. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. 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. Unless

Headroom and Member agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If Member's claim is for \$10,000 or less, Headroom agrees that Member may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If Member's claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

#### 35. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

#### 36. 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.

#### 37. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above 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 Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of this Agreement will continue to apply.

### **Miscellaneous**

#### 38. Governing Law

The Agreement will be governed by the laws of the State of Delaware, exclusive of its rules governing choice of law and conflict of laws. The Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

#### 39. Force Majeure

Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), epidemic or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

40. ENTIRE AGREEMENT: The Agreement, together with any Annexes and terms and conditions incorporated herein or referred to herein constitute the entire agreement between Headroom relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing.

*Last updated January 01, 2022*