

Terms of Service

Please Read Carefully

Last Modified: January 24, 2020

The services that Wysh (hereinafter variously, “Wysh,” “we,” “our,” and “us”) provides to you are subject to the terms and conditions set forth herein (“Terms of Service”), which govern your access to and/or use of the website, www.wysh.ai, any mobile versions and/or applications related thereto, products, services and any sites Wysh has now and in the future (collectively, the “Services”). You also agree to Wysh’s Privacy Policy, located at <https://wysh.ai> and consent to any personal information we may obtain about you being collected, stored and/or otherwise processed in accordance with the Privacy Policy and this Terms of Service.

By using the Services, you signify your agreement with this Terms of Service. If you do not accept this Terms of Service, now and/or in the future, please stop your use of the Services immediately, in which case any continuing access to and/or use of the Services is unauthorized.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND WYSH WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT AND/OR CLASS-WIDE ARBITRATION.

1.Changes To Terms

Wysh may, at any time, for any reason, make changes to the Services and/or modify this Terms of Service in its sole and absolute discretion. If Wysh makes changes and/or modifications that affect your access to and/or use of the Services, we will post notice of the change and/or modification on this Terms of Service page and change the ‘Updated’ date set forth above. You agree that your continued use of the Services following changes and/or modifications will constitute your acceptance of such changes and/or modifications. We may also provide you additional forms of notice as appropriate under the circumstances. If you do not agree to the changes, you shall close your account and shall not use the Services offered after the effective date of the changes and/or

modifications. Please revisit this Terms of Service regularly to ensure that you stay informed of any changes and/or modifications.

2.Overview

Wysh allows residents and staff at residential properties to use our Service to manage tasks and/or communications. The Service includes but is not limited to the arrangement of maintenance requests, rent payment, building information and/or community boards. Wysh does not supervise the communication, activities and/or events posted through the Service and is not involved in any way with the actions of any individuals in your community. For every transaction that is commenced through our Service, you must make your own independent determination regarding the statements, event descriptions and/or the representations of the other party. Please use caution, common sense, and sound judgment when posting information, activities and/or otherwise accessing and/or using the Service.

3.Use Of The Services

Access to Services. Wysh retains the right, in our sole discretion, to deny service and/or access to and/or use of the Services to anyone at any time and for any reason. While we use reasonable efforts to keep the Services accessible, the Services and/or your account may be unavailable from time to time. You understand and agree that there may be interruptions to the Service and/or access to your account due to circumstances within Wysh's control (i.e., routine maintenance) and outside of Wysh's control. You acknowledge and agree that the use of the Services is at your own risk, including without limitation the risk that you might be exposed to content that is offensive, indecent, inaccurate and/or objectionable. The Services may be modified, updated, suspended and/or discontinued at any time as determined by Wysh in its sole and absolute discretion and without notice and/or liability.

Creating an Account. You may establish an account through the Services. Your account requires you to (i) indicate agreement to this Terms of Service, (ii) provide contact information, and (iii) submit any other form of authentication required during the enrollment process, as determined by Wysh in its sole and absolute discretion. If you establish an account with Wysh, you agree to provide true, accurate and current information in connection with your account. You are responsible for updating and correcting information you have submitted to create and/or maintain your account. Any usernames and passwords used for

the Services are for individual use only. You are solely responsible for maintaining the security and confidentiality of the password you use to access your account. You understand and agree that Wysh shall have no responsibility for any incident arising out of, or related to, your account settings. Wysh will assume that anyone using the Services and/or transacting through your account is you. Therefore, you further agree to immediately notify Wysh of any unauthorized use of your password and/or account and/or any other breach of security. You may only create and hold one (1) account that you are solely responsible for managing and are prohibited from using other disguised identities when using the Service. We may refuse to grant you an account with a name that impersonates someone else, if it may be illegal, vulgar, offensive, and/or if it may be protected by trademark and/or other proprietary rights, as determined by Wysh in its sole and absolute discretion. Your account is non-transferrable and may not be sold, combined and/or otherwise shared with any other person. If you violate this Terms of Service we may terminate your account immediately. Upon termination, the provisions of this Terms of Service that are by their nature intended to survive termination (including without limitation any disclaimers, limitations of liability and indemnities) shall survive such termination.

If we terminate your account, you may not subscribe under a new account unless we formally invite you. If you commit fraud and/or falsify information in connection with your access to and/or use of the Services, your account will be terminated immediately and we reserve the right to hold you liable for any and all damages that we suffer, and we may pursue legal action through relevant local and national law enforcement authorities and may notify your 'Internet Service Provider' of any fraudulent activity we associate with you and/or your access to and/or use of the Services.

Electronic Communications. By creating an account, you agree to receive certain communications in connection with the Services. For example, you might receive comments, promotions, events and/or features from your property manager and/or by Wysh. When you access and/or use the Services, you are communicating with us electronically, and you consent to receive communications from us electronically. Wysh and/or your property manager will communicate with you by e-mail and/or by posting notices on the Service. You acknowledge and agree that all agreements, notices, disclosures and/or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your Conduct and Responsibilities Wysh grants you the rights set forth herein, subject to the following conditions:

- You shall not modify, disassemble, reverse engineer and/or otherwise reduce to human-perceivable form all or any part of the Service
- You agree not to submit or transmit any emails and/or materials through the Service that contain a virus, worm, Trojan horse and/or any other harmful component
- You shall not gather email addresses from Wysh through harvesting and/or automated means and/or transmit unauthorized and/or unsolicited advertising, promotional materials and/or any other forms of solicitation to other users
- You shall not access any content on the Services via automated means, including but not limited to crawling, scraping, and/or caching
- You may not use the Service in any manner that could damage, disable, overburden, and/or impair the Service and/or interfere with any other party's use and/or enjoyment of the Service
- You may not obtain and/or attempt to obtain any materials and/or information through any means not intentionally made available and/or provided for through the Services
- You may not interfere with the proper working of the Services, including without limitation by placing an unreasonable load on the Services' infrastructure
- You may not access all or any part of the Service in order to build a product or service which competes with the Service
- You shall not copy or imitate part or all of the design, layout, and/or look-and-feel of the Service and/or individual sections of it, in any form or media
- You are only authorized to view, use and copy for your records and download small portions of the content on the Services for your informational, non-commercial use; provided that you leave all copyright and other proprietary notices intact
- You agree not to intentionally hold Wysh and/or its employees and/or directors up to public scorn, ridicule and/or defamation
- You will not promote and/or provide information about illegal activities and/or physical harm and/or injury to any group, individual, institution and/or property

- You will use commercially reasonable efforts to prevent unauthorized access to and/or use of the Services, and notify Wysh promptly of any such unauthorized access and/or use
- You will not attempt to do any of the following: access data not intended for you, monitor the Service for data gathering purposes in an effort to track usage, and/or similar information, and/or interfere with the Service in relation to any user in any manner
- You shall not use the Services for any unlawful purpose and/or to violate any federal, state, international law, code of conduct and/or other guidelines which may be applicable to the Services provided

Wysh shall not be subject to any obligations of confidentiality regarding any information and/or materials submitted through the Service except as otherwise specified in this Terms of Service and/or the Privacy Policy and/or as set forth in any additional terms and conditions relating to specific services utilized by Wysh in conjunction with the Services, and/or as otherwise required by law. The commercial use, reproduction, transmission and/or distribution of any information, software and/or other material available through the Services without the prior written consent of Wysh is strictly prohibited.

4. Third Party Services

Wysh may post advertisements of third parties through the Service, including without limitation promotions of advertisers and/or sponsors showing their goods and services. Your correspondence, participation in, and/or any other dealings with third parties found through the Service are solely between you and such third party. You agree that Wysh shall not be responsible for any loss and/or damage of any sort incurred as a result of any such dealings and/or as the result of the presence of such third parties through the Service. Moreover, Wysh shall not be responsible and/or liable for the accuracy, quality, suitability, currency and/or content of the statements and/or conduct of any third party on the Service.

5. Errors, Inaccuracies and Omissions

Occasionally there may be information on the Services that contain typographical errors, inaccuracies, and/or omissions that may relate to contact information, address, and events. We reserve the right to: (i) correct any errors, inaccuracies, and/or omissions; and/or (ii) make changes to content, events, descriptions, specifications, and/or other

information without obligation to issue any notice of such changes except as prohibited by law. We also reserve the right to revise, suspend and/or terminate an event and/or promotion at any time without notice.

6. Proprietary Rights and Licenses

Ownership. The Services, any content on the Services and the infrastructure used to provide the Services, including without limitation any updates are proprietary to Wysh, our licensors and other content providers. By using the Services and accepting this Terms of Service: (a) Wysh grants you a limited, personal, nontransferable, nonexclusive, revocable right to access and/or use the Services pursuant to this Terms of Service and to any additional terms and policies set forth by Wysh; and (b) you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell and/or re-sell any content, software, products and/or services obtained from and/or through the Services without the express written permission of Wysh.

Reservation of Rights. The materials, headers, videos, illustrations, photographs, graphics, icons, trade dress and/or other content on the Service ("Content"), as well as the organization and/or layout of the Service, are copyrighted and are protected by United States and international copyright laws and treaty provisions. Wysh owns, controls, lawfully uses and/or licenses the Content on the Service. Wysh's name and logo may not be copied, imitated and/or used, without Wysh's prior written permission. Subject to the limited rights expressly granted hereunder, Wysh and/or its third-party providers reserve all right, title and interest in and to the Services and Content, including without limitation all related worldwide intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

User Content. The Service may provide registered users various opportunities to submit and/or post reviews, opinions, advice, discussions, comments, messages and other communications, as well as images, photographs, video, sound and other content (collectively, "User Content") through communication facilities that may be offered on, through, and/or in connection with the Services from time to time. You shall have exclusive title and ownership rights, including all intellectual property rights, throughout the world in all User Content. You hereby grant Wysh a worldwide, perpetual, non-exclusive, royalty-free, irrevocable, assignable, sub-licensable, transferable license to use the User Content for any purpose. You further hereby irrevocably grant the other users of the Services, the right to access and/or use User Content

in connection with their use of the Services in accordance with this Terms of Service. You alone are responsible for User Content, and once published, it cannot always be withdrawn. You assume all risks associated with User Content, including without limitation anyone's reliance on its quality, accuracy and/or reliability by you. You also represent that you own, and/or have the necessary permissions to use and authorize use of User Content as described in this Terms of Service.

Posted Content. Please carefully choose the information that you post on, through and/or in connection with the Service and that you provide to other users. Wysh does not endorse any User Content in any way. You acknowledge and agree that you have no expectation of privacy with regard to any User Content. If you become aware of misuse of the Service by any person, please contact us. Wysh may reject, refuse to post and/or delete User Content, in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Wysh is not obligated to take any action not required by law.

Prohibited Content. You agree that you will not upload, post, or otherwise distribute or publish through the Services any User Content (i) that is unlawful, threatening, abusive, degrading, libelous, defamatory, harassing, tortious, racially, ethnically and/or otherwise objectionable, (ii) that is sexually explicit and/or indecent (including, without limitation, graphic and/or indecent sexual language of a threatening and/or harassing nature directed at any individual and/or group); (iii) that constitutes and/or encourages conduct that would give rise to civil liability and/or violate law; (iv) that violates, plagiarizes and/or infringes the rights of third parties including, without limitation, copyright rights, trademarks, rights of privacy or publicity and/or any other proprietary right; (v) that contains a virus and/or other harmful component designed to interrupt, destroy and/or limit the functionality of any computer software and/or hardware and/or telecommunications equipment, and/or that is designed to obtain unauthorized access to any information; (vi) for which you do not have all necessary rights and licenses to transmit under any law and/or under any contractual and/or fiduciary relationship; and/or (vii) that constitutes and/or contains false or misleading indications of origin and/or statements of fact. You shall not imply that User Content is in any way sponsored and/or endorsed by Wysh.

Feedback. Please keep in mind that we do not seek any unsolicited ideas and/or materials for the Services. If you provide us (in a direct mail, email and/or otherwise) with any feedback, suggestions, improvements, enhancements, recommendations and/or feature requests relating to the

Services (“Feedback”), then you further grant to Wysh a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate any such Feedback. Wysh has no obligations to review any Feedback and may use and redistribute Feedback for any purpose without restriction in its sole and absolute discretion.

7. User Disputes

Wysh generally does not, and will not be obligated in any way to, pre-screen, monitor and/or edit any User Content posted by users of the Service. However, Wysh reserves the right to remove any User Content that, in its sole discretion, does not comply with this Terms of Service and/or is otherwise harmful, objectionable and/or inaccurate. Wysh has no liability or responsibility to users of the Services and/or any other person and/or entity for performance and/or nonperformance of the aforementioned activities. Please note that property managers have the ability to screen, monitor and/or edit any User Content, and Wysh has no liability or responsibility for property manager’s actions and/or inactions with respect to the foregoing.

8. Term and Termination

This Terms of Service will take effect at the time you begin using the Services (thereby indicating acceptance of this Terms of Service). If you violate this Terms of Service and/or if we have grounds to suspect that you violated this Terms of Service and/or other use parameters included on the Service, we may suspend and/or terminate your account and/or refuse access to and/or use of the Service (or any portion thereof). Wysh also reserves the right, in its sole and absolute discretion, to terminate your access to the Service or any portion thereof at any time, without cause and/or without notice and without liability. In the event you share the access granted with any person or entity, and/or misuse the system by any means actionable under a federal, state, and/or local statute, code, regulation, law, and/or civil action, Wysh will consider your access as having been acquired by fraud and/or misrepresentation and will terminate your access immediately. In such event, Wysh retains the right to seek civil and/or criminal redress, the entire cost of which shall be borne solely by you.

9. Indemnification and Waiver

You shall indemnify, defend and hold harmless Wysh, its officers, agents, employees, contractors, subcontractors, suppliers and representatives

from and against any and all claims, demands, proceedings, losses, costs, damages, awards, fees, expenses and/or liabilities of any nature ("Claim") arising out of and/or in relation to (i) any offerings, events and/or activities you participate in through the Services; (ii) User Content submitted and/or posted by you, in connection with the Services, and/or any use of the Services in violation of this Terms of Service; (iii) your violation of any law and/or the rights of a third party (iv) your use of the Services and/or any breach of this Terms of Service by you, your officers, agents, employees, contractors and/or (v) fraud you commit and/or your intentional misconduct and/or negligence. You shall give prompt notice to Wysh upon your receipt of notice of any Claim against you which might give rise to a claim against Wysh.

You are solely responsible for your interactions with other users of the Service. To the extent permitted under applicable laws, you hereby release Wysh from any and all claims and/or liability related to any event, service, any action and/or inaction by other users, including but not limited to any harm caused to you by action and/or inaction of a user, a user's failure to comply with applicable law and/or failure to abide by the terms of a commitment, user's conduct, speech and/or User Content, whether online and/or offline, of any other third-party.

10. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE SERVICE, AND ANY CONTENT, ARE PROVIDED BY WYSH TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THIS TERMS OF SERVICE. WYSH DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, ALL OF WHICH WYSH EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, WYSH AND/OR ITS LICENSORS MAKE NO WARRANTY THAT (A) THE SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS AND/OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE AND/OR RELIABLE; AND/OR (C) WYSH WILL NOT BE LIABLE AND/OR OTHERWISE RESPONSIBLE FOR

ANY FAILURE OR DELAY IN UPDATING THE SERVICES AND/OR ANY CONTENT. NO ADVICE AND/OR INFORMATION, WHETHER ORAL AND/OR WRITTEN, OBTAINED BY YOU FROM WYSH OR THROUGH YOUR ACCESS TO AND/OR USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS OF SERVICE.

11. Limitation of Liability

YOUR USE OF THE SERVICE AND CONTENT IS AT YOUR OWN RISK. IN NO EVENT SHALL WYSH, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, AND/OR SUPPLIERS BE LIABLE TO YOU AND/OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA AND/OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF WYSH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY WYSH, ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, IN SUCH STATES, WYSH'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, IN THE EVENT YOU ARE DISSATISFIED WITH THE SERVICE, RELATED SERVICES AND/OR HAVE ANY OTHER GRIEVANCE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE THE RIGHT TO DISCONTINUE ACCESS TO AND/OR USE OF THE SERVICES.

WYSH'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES THAT YOU SUFFER IN CONNECTION WITH YOUR ACCESS TO AND/OR USE OF THE SERVICES IS LIMITED TO THE LESSER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO WYSH IN CONNECTION WITH THE SERVICES, OR (ii) ONE HUNDRED DOLLARS (\$100.00).

12. Links

The Services may provide links to various other independent third-party websites ("Linked Sites") that may be of interest to you and are for your convenience only. Wysh does not control or endorse such Linked Sites

and is not responsible for their content nor is it responsible for the accuracy and/or reliability of any information, data, opinions, advice and/or statements contained within such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites at your own risk. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Linked Site that you visit. Wysh reserves the right to terminate any link and/or linking program at any time in its sole and absolute discretion. We disclaim all warranties, express and implied, as to the accuracy, validity, and legality and/or otherwise of any materials and/or information contained on such Linked Sites.

You may not link to the Services without our written permission. If you are interested in linking to the Services, please contact support@wysh.ai.

13. Separate Agreements

You may have other agreements with Wysh. Such agreements are separate and in addition to this Terms of Services. This Terms of Service does not modify, revise or amend the terms of any other agreements you may have with Wysh unless expressly agreed to by the parties in writing.

14. No Professional Advice

The information available on the Services is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. Wysh does not, will not and cannot refer, recommend and/or endorse any specific professional service, product and/or procedures that are advertised on the Services. The Service is not a substitute for professional advice, and you should not construe this as legal, accounting, medical and/or other professional advice.

15. DMCA Copyright Policy and Copyright Agent

Wysh respects the intellectual property rights of others and expects you to do the same. We reserve the right to block access to and/or remove material that we believe in good faith to be copyrighted material that has been illegally distributed by you and/or other third parties and remove and discontinue service to repeat offenders. We will respond to clear notices of copyright infringement when you provide the following:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- identification of the copyrighted work claimed to have been infringed
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled
- information sufficient to permit Wysh to contact you, such as your physical address, telephone number, and, if available, an electronic mail address
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the la
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

Contact information for Wysh's DMCA Agent for notice of claims of copyright infringement is: support@wysh.ai.

The Copyright Agent will not remove content from the Services in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit such notifications by fax or ordinary mail only and as further described by this Section. The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that such infringement is occurring on the Service linked to and/or from the Service. All other inquiries directed to the Copyright Agent will not be responded to.

16. Dispute Resolution

Disputes. We want to address your concerns without filing a formal legal case. Before filing a claim against Wysh, you agree to try to resolve the dispute informally by contacting us at support@wysh.ai. We will try to resolve the dispute by contacting you via email, but if we cannot resolve the dispute within thirty (30) days from our receipt of notice of such dispute, you and/or Wysh agree to resolve any claims related to this Terms of Service, if applicable, through final and binding arbitration,

except as forth under 'Exceptions to Agreement to Arbitrate' section below and/or you opt out as described below.

Opt-Out. You can opt-out and decline this agreement to arbitrate by contacting Wysh within thirty (30) days from the date that you first became subject to this arbitration provision (i.e.: the date you initially accepted this Terms of Service). You must write us at support@wysh.ai. If you opt out, neither you nor Wysh can require the other to participate in an arbitration proceeding.

Arbitration Procedures. Except in the event the claim meets the requirements set forth in the 'Exceptions to Agreement to Arbitrate' section below and/or if you opt out of arbitration as described below, all claims shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy and/or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. All information relating to and/or disclosed by any party in connection with the arbitration of any disputes shall be treated by the parties, their representatives, and the arbitrator as proprietary business information and shall not be disclosed without prior written authorization of the disclosing party. The arbitration shall be held in Cook County, Illinois USA or any other location we agree to. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Exceptions to Agreement to Arbitrate. Either you and/or Wysh may assert claims, if they qualify, in small claims court in Cook County, Illinois. Wysh may bring a lawsuit solely for injunctive relief to stop unauthorized use and/or abuse of the Services, breach of Wysh's confidential information and/or intellectual property infringement (for example, trademark, trade secret, copyright and/or patent rights) without first engaging in arbitration and/or the informal dispute-resolution process described herein.

Judicial forum for disputes. In the event that the agreement to arbitrate is found not to apply to you and/or your claim, you and Wysh agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Cook County, Illinois. Both you and Wysh consent to the foregoing venue and jurisdiction.

17. Wysh Text Message System

Text Message. For optimal user experience, we suggest receiving notifications through our app and/or email; however, you may choose to opt-in to receive text notifications from Wysh and/or your property management through the Services. By providing your mobile number through the Services, you acknowledge that you consent to receive mobile text alerts from Wysh. Although Wysh does not assume the duty and/or obligation to monitor any messages created, posted and/or sent by property management and/or any third parties, Wysh reserves the right, in its sole and absolute discretion, to monitor any and all messages created and/or sent by property management and/or any third parties at any time without prior notice to ensure that they conform to any usage guidelines and/or policies relating to our Services. The number of text notifications you receive will be dependent on activity under your account, such as how many packages you may receive and/or alerts you have signed up to receive through the Services. You understand that you do not have to sign up for the text message program that we offer. You further understand that we will send such text messages using automated technology. If you believe the message reached you in error, please contact us at support@wysh.ai.

Alert Management. You can manage all of your notifications within our Services. You may cancel text messages by changing the settings in the Services and/or by texting STOP to any message you received from us.

Message Charges. Neither Wysh, the property management and/or third parties involved in such text messages are directly charging you to receive such text messages. However, standard message and data rates do apply for the services through your third-party service provider/carrier. Please check your 'SMS' rate plan that you setup with your third party service provider/carrier.

Terms and Conditions. You must be thirteen (13) years or older and a legal resident of the United States to receive and/or send text messages in relation to the Services. By accessing and/or using the Services, you certify that you are at least thirteen (13) years of age and meet any other applicable age and residency requirements. You acknowledge that 'SMS' messages are distributed via third party mobile network providers and, therefore, Wysh cannot control certain factors relating to message delivery. You acknowledge that, depending on your third-party service provider/carrier, it may not be possible to transmit the 'SMS' message to the you and/or the recipient successfully. Wysh does not claim and/or guarantee availability and/or performance of the text message service described herein, including without limitation liability for transmission delays and/or message failures.

18. Miscellaneous

If any provision and/or term of this Terms of Service shall become and/or be declared illegal, invalid and/or unenforceable for any reason whatsoever, such term and/or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them. This Terms of Service shall be governed in all respects by the laws of the State of Illinois, without reference to its choice of law rules. If an applicable law is in conflict with any part of this Terms of Service, this Terms of Service will be deemed modified to conform to the law and the other provisions will not be affected by any such modification. No waiver by either you and/or Wysh of any breach and/or default and/or failure to exercise any right allowed under this Terms of Service is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under this Terms of Service.

19. Contact

If you would like to request additional information regarding this Terms of Service and/or for any questions regarding a commercial relationship with Wysh, please contact us at support@wysh.ai.