

SMARTCOMMENT

TERMS OF USE

LAST MODIFIED ON 10/04/2024

Important: Please read this agreement carefully before continuing to use this website and associated services.

Section 20 of this Terms of Use contains a binding arbitration clause and class action waiver.

THIS SECTION CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS.

Please read it carefully.

This Terms of Use (the “Agreement”) applies to the SmartComment website and associated software components and services (the “Service”), provided by SMARTCOMMENT SOFTWARE INC. (“SmartComment”).

1. Acceptance of Terms

By continuing to use the Service, you agree as follows:

- 1.1. You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- 1.2. You will use the Service in accordance with applicable laws and regulations and in accordance with the terms and conditions in this Agreement as it may be amended by SmartComment from time to time; and
- 1.3. You understand, accept, and have received this Agreement and its terms and conditions, and acknowledge and demonstrate that you can access this Agreement.

If you do not agree with the terms and conditions in this Agreement, please discontinue all further use of the Service.

2. SmartComment’s License to You

SmartComment grants you a single, non-exclusive, non-transferable and limited personal license to access and use the Service. This license is conditioned on your continued compliance with the terms and conditions in this Agreement. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the Service and, if you sell or otherwise transfer a device on which any part of the Service is installed to a third party, you must remove the Service from such device before doing so. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Service).

3. Your Account

- 3.1. **Account Creation.** If you are an organization who is engaging us to provide the Service (a “Client”) for the purposes of gathering public or private comments from the public (each, a “User”), you need to register for an Account to use the Service (your “Account”). You may only create an Account if you are at least 18 years old.

You are solely responsible for the activity that occurs on your Account. You agree to keep your Account and devices secure and to notify SmartComment **immediately** of any breach of security or unauthorized use of your Account.

- 3.2. **Organization Representation.** When an individual signs up for an Account on behalf of a Client organization (the “Representing Individual”), the Representing Individual hereby represents and warrants that they have the authority to bind the Client to this Agreement and that the Client agrees to be bound by all terms and conditions herein. The Client will be responsible for all activities conducted under its Account and for its users’ compliance with this Agreement. The Representing Individual agrees to provide upon request evidence of such authority to bind the Client. Failure to provide evidence of authority may result in suspension or termination of the Account.
- 3.3. **Accurate Information.** When creating your Account, you promise to provide accurate information related to your Account. You promise to keep this information updated so that it is accurate at all times.
- 3.4. **Suspension of Accounts.** SmartComment may, at our sole discretion, suspend or terminate your Account or your access to the Service should your conduct, in our sole determination, fail to conform with this Agreement or for any other reason.
- 3.5. **Account Privacy.** You agree that there is no expectation of privacy in connection with your public interactions with other users in and through the Service. You further agree that the contents of any messages or other communication sent from your Account, whether in or through comments, chats, forums, direct user-to-user communication, or by other means, may be accessed by SmartComment. SmartComment will fully cooperate with law enforcement and other governmental entities in policing the content of the Service.
- 3.6. **No Account Purchases and Transfers.** You may not buy, sell, give, or trade any Account, nor attempt to buy, sell, give, or trade any Account. SmartComment owns, has licensed, or otherwise has rights to all the content that appears in-Service, including Accounts.

4. Your Data; License to SmartComment; Your Conduct

- 4.1. **Your Data.** Whether you are a Client or a User, any communications or material of any kind that you post, email, comment, or otherwise transmit to SmartComment or the public on or using the Service, including comments, documents, emails, data, questions, or suggestions are known as your “Data.” You are solely responsible for your Data, including its legality, reliability, and appropriateness.

SmartComment does not own your Data. For Users, all Data provided is done so at the direction of the Client in accordance with our Privacy Policy. You retain all ownership rights to the Data you submit through the Service. Depending on your role as a Client or a User, this includes any

comments collected or posted, documents uploaded, account information, and configuration settings. While you maintain ownership of your Data, you grant us a worldwide license in perpetuity to store, copy, transmit, publish, display, and otherwise use your Data as reasonably necessary to provide and maintain the Service.

4.2. **Public Comments.** Comments submitted by Users through the Service are controlled by the Client requesting such comments. As a Client, you are responsible for:

- Determining what information to collect from commenters
- Setting privacy and publication settings for comments
- Managing retention and deletion of comments
- Ensuring compliance with applicable public records laws

4.3. **Data Retention and Termination.** Upon termination of your account, we will retain your Data for a reasonable period of time to allow for data export. After this period, we will securely delete your Data unless:

- Retention is required by law
- You have made alternative arrangements with us in writing
- The data is necessary to resolve ongoing disputes

Retention of public comments will be handled according to your written instructions and applicable laws.

4.4. **Conduct Policy.** Whether you are a Client or a User, you are responsible for your conduct as a user of the Service. You agree that you will not engage in conduct (including the sharing of Data) which:

- is threatening, bullying, defamatory, abusive, obscene, extremely violent, lewd, sexually provocative or suggestive, pornographic, or which in any manner could give rise to any civil or criminal liability under applicable law;
- is or could be taken as slurs, hate speech, or attacks on individuals or groups on the basis of race, color, gender, age, religion, national origin, disability, sexual preferences, or gender identity;
- constitutes spam (sending the same message multiple times or to multiple people, or sharing or sending the same content multiple times, will be treated as spam);
- is a solicitation or advertisement for any lewd or inappropriate personal conduct, commercial product, or activity;
- encourages or constitutes behavior that does not support a safe and comfortable environment for all users, which conduct may include but not be limited to bullying, vigilantism, engaging in any conduct or activity that is threatening, harmful, harassing, abusive, vulgar, hateful, defamatory, lewd, sexually provocative, suggestive, or explicit, inflammatory, profane, racially or ethnically objectionable or discriminatory, or in any manner encourages

inappropriate, disrespectful, abusive, or unlawful conduct or otherwise makes the Service an uncomfortable experience for anyone;

- restricts, inhibits, or discourages any other user from using the Service;
- hacks, modifies or otherwise makes use of automation software (bots) or any other unauthorized third-party software designed to modify the Service experience;
- violates any local, state, federal or international laws or gives rise to civil liability;
- violates or infringes any third-party rights (including but not limited to copyright, trademark, rights of privacy or publicity, defamation or any other proprietary right);
- imposes an unreasonable or disproportionately large load on the Service or otherwise interferes with the Service;
- is a “chain letter,” or constitutes “junk mail”;
- specifies or claims that that you are affiliated with SmartComment when you are not;
- requests login information from other users;
- “spoofs” (use of any means to disguise your online identity or alter original attribute information, including, but not limited to duplicate accounts);
- uses or possesses programs to “crack” the Service or other Internet security tools;
- contains, or uploads files that contain, viruses, Trojan horses, worms, corrupted files or data, or any other similar software or programs that may damage or inhibit the operation of the Service; or
- anything else that SmartComment, in its sole determination, deems offensive or harmful to the Service or to SmartComment’s integrity or business.

SmartComment may make additional commenting content and behavior guidelines available on the Service from time to time.

4.5. **User Comment Terms.**

4.5.1. **Public Comments and Record Status.** When comments are submitted through the Service, they become part of the public record and may be subject to applicable public records laws. The Client requesting such comments determines their publication status, retention period, and deletion in accordance with relevant laws and regulations. You acknowledge that any comment you submit may be maintained, published, or disclosed by the Client as required by law.

4.5.2. **Comment Authentication and Requirements.** When submitting comments through the Service, you represent and warrant that any information you provide about your identity is true and accurate. You acknowledge that making false statements or misrepresenting your identity in public comments may violate applicable laws. All comments must be your own original content and may not be automatically generated or submitted in bulk. By submitting comments, you authorize both SmartComment and the Client to verify your identity and the authenticity of your comments using reasonable means.

- 4.5.3. **Comment Moderation.** SmartComment and/or the Client may moderate comments according to moderation guidelines. This moderation may include review prior to publication, removal of inappropriate content as defined in our Conduct Policy, technical formatting adjustments, and flagging content for Client review. We reserve the right to refuse to post or to remove any comment that violates these Terms, our Conduct Policy, or applicable law.

5. Security and Compliance

- 5.1. **Security Measures.** SmartComment implements and maintains reasonable and appropriate technical and organizational security measures to protect Data. These measures include encryption of data in transit and at rest, access controls, authentication protocols, regular security assessments, system monitoring, and timely security updates. We regularly review and update these security measures to address new security threats and requirements.
- 5.2. **Government Client Security.** For government Clients, SmartComment may provide additional security measures to meet agency-specific requirements. We will maintain documentation of the relevant security controls, as required by their security protocols.
- 5.3. **Public Records Compliance.** SmartComment maintains all records in formats compatible with public records requirements. We will assist Clients in fulfilling public records requests by enabling the export of records in standard formats and maintaining appropriate metadata and timestamps. You acknowledge that any content submitted through the Service may be subject to public records laws and disclosure requirements.
- 5.4. **Data Breach Response.** In the event of a data breach affecting Clients' Data, SmartComment will promptly notify affected Clients, typically within 72 hours of discovery. Our notification will include the nature and scope of the breach, steps taken to contain and remedy the breach, and support for Client breach notification requirements. We maintain detailed records of all breach response actions and cooperate with Client investigations.

6. Payment Terms

- 6.1. **Subscription Fees.** SmartComment offers different subscription plans for Clients, with pricing based on your selected features and usage levels. Current pricing and plan details are available through your Account or otherwise detailed on the Service. Specific subscription terms, including price and features, will be confirmed when you subscribe through your Account and are incorporated into these Terms by reference.
- 6.2. **Payment Terms and Billing.** Subscription fees are billed in advance on either a monthly or annual basis, depending on the billing cycle you select. All fees are non-refundable except where required by law or as specifically provided in these Terms.

By subscribing, you authorize us to charge your chosen payment method for all applicable fees. If your payment method fails, we may suspend your access to the Service until payment is received. You are responsible for all applicable taxes, and these will be added to your invoice where required by law.

- 6.3. **Payment Methods.** We accept payment through industry-standard payment processors. By providing payment information, you represent that you are authorized to use the payment

method and agree to our payment processor's terms of service. You must keep your billing information current and accurate. If your payment information changes, you must update it through your Account to avoid service interruption.

- 6.4. **Subscription Renewal and Cancellation.** To ensure uninterrupted service, your subscription will automatically renew at the end of each billing period unless canceled. You may cancel your subscription at any time through your Account or by contacting us in writing at info@smartcomment.com.

Cancellation will take effect at the end of your current billing period. No refunds will be issued for the unused portion of your current billing period. If you cancel, you will retain access to the Service through the end of your current billing period.

- 6.5. **Failed Payments and Account Suspension.** If we are unable to process payment through your chosen payment method, we will attempt to contact you for an alternative payment method. We reserve the right to suspend your access to the Service if payment is not received after reasonable attempts to collect. Suspended accounts may be reactivated upon payment of all outstanding fees.

- 6.6. **Price Changes and Service Modifications.** We may modify the Service or update prices from time to time. Any price changes will take effect starting at the end of your current subscription period (whether monthly or annually). We will provide at least 30 days' notice of any material changes. Your continued use of the Service after a price change takes effect constitutes your acceptance of the new fees.

7. Support Services

SmartComment may, in its sole discretion, provide you with customer and technical support services related to the Service ("Support Services"). SmartComment is not required to provide Support Services unless otherwise required by applicable law. No failure to provide, or to continue to provide, Support Services will be a default of SmartComment under this Agreement. Any supplemental software code provided to you as part of the Support Services will be treated as part of the Service, and as between you and SmartComment will be and remain the sole property of SmartComment and will be subject to the terms and conditions of this Agreement.

SmartComment customer support may be reached by contacting us at info@smartcomment.com or through any contact forms on the Service. You agree that you will look solely to SmartComment in connection with Support Services.

8. Modification, Termination, and Monitoring of the Service

SmartComment reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part of the Service) with or without notice at any time. You agree that SmartComment will not be liable to you or any third party for any modification, suspension, or discontinuance of the Service.

SmartComment reserves the right to monitor use of the Service to determine compliance with this Agreement, as well as the right to edit, refuse to post, or remove any Data, information, or materials, in whole or in part, at our sole discretion. We reserve the right to refuse access to the Service to anyone, or terminate any Account, for any reason, at any time.

SmartComment may monitor your activity, including any Data, to evaluate the quality of service you receive, your compliance with the Agreement, the security of the Service, or for other reasons. You agree that such monitoring will not entitle you to any cause of action or other right with respect to the manner in which SmartComment or its affiliates or agents monitor your activity and enforces or fails to enforce the terms of the Agreement. In no event will SmartComment or any of its affiliates or agents be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of monitoring activities by SmartComment or its affiliates or agents.

9. Security of Data Transmission and Storage

Electronic communications using the Service may not always be encrypted. You acknowledge that there is a risk that data, including email, electronic communications, and personal data, may be accessed by unauthorized third parties when communicated between you and SmartComment or between you and other parties. Additionally, your communications and Content on the Service may be publicly available to other parties.

SmartComment and its affiliates and agents are permitted, but not obligated, to review or retain your Content and other communications.

10. Hyperlinks

The Service may contain links to other sites and services (the “Linked Services”). SmartComment does not control the Linked Services, and SmartComment and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security or privacy of those Linked Services. The fact that SmartComment has provided a link to an external location is not an endorsement, authorization, sponsorship, or affiliation with respect to such Linked Services, its owners, or its providers. There are risks in using any information, software, or products found on the Internet, and SmartComment cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold SmartComment or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on Linked Services.

11. Trademarks and Copyrights

The Service is owned by SmartComment and is protected by United States copyright laws and international treaty provisions. All Service content, trademarks, services marks, trade names, logos, and icons are proprietary to SmartComment or are used under license from a third party. Nothing contained in the Service should be seen as granting any license or right to use any trademark displayed in the Service without the written permission of SmartComment or such third party that may own the trademarks displayed in the Service. Your use of the trademarks displayed in the Service, or any other content in the Service, except as provided in this Agreement, is strictly prohibited.

Intellectual property displayed through the Service is either the property of, or used with permission by, SmartComment. You are prohibited from using or authorizing the use of this intellectual property unless specifically permitted under the Agreement. Any unauthorized use of this intellectual property may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

12. Copyright Complaints

If you are a copyright owner or their agent, and believe that any content on the Service infringes on your copyrights, you may submit a DMCA notification in writing to our Copyright Agent with the following information described below.

- 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, or, if multiple copyrighted works are claimed, a list of those works on the Service;
- Identification of the material that is claimed to be infringing and that is to be removed disabled, reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as your email, address, or phone number;
- A statement that you have 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 law; and
- 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.

When we receive a notice alleging copyright infringement, we will take whatever action we deem appropriate, within our sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright protected content.

Our Copyright Agent may be reached at the following physical or email address:

Copyright Agent
SMARTCOMMENT SOFTWARE INC.
6600 West Sunset Blvd.
Suite 307
Los Angeles, CA 90028
Or by email at: info@smartcomment.com

Repeat Infringer Policy: Any user of the Service that repeatedly infringes third party copyright or other intellectual property rights will have their Account suspended or terminated.

13. Disclaimer of Warranties

Your use of the Service is entirely at your own risk.

The Service is provided by SmartComment on an as-is basis. SmartComment expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

SmartComment makes no warranty that (i) the Service will meet your requirements, (ii) that operation of the Service will be uninterrupted, timely, secure, or error-free, or (iii) the results that may be obtained from the use of the Service will be accurate or reliable.

No advice or information, whether oral or written, obtained by you from SmartComment, or through the Service creates any warranty regarding the Service not expressly stated in this Agreement.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you. Additionally, SmartComment may agree to certain limited warranties regarding uptime and other matters in a separate agreement between you and SmartComment.

14. Limitation of Liability

You expressly understand and agree that SmartComment is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goods, goodwill, use, data, or other intangible losses (even if SmartComment has been advised of the possibility of such damages), resulting from the use or the inability to use the Service or any other matter relating to the Service, and without regard to whether such damages, or claims of damages arise based in contract, tort or otherwise.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of SmartComment and its affiliates will be limited to the fullest extent permitted by law.

15. Indemnification

You agree to indemnify and hold SmartComment and its affiliates, officers, agents, and employees harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person or entity arising out of your violation of this Agreement, state or federal laws or regulations, or any other person's rights, including infringement of any copyright or violation of any proprietary or privacy right. Under no circumstances will SmartComment or its affiliates or agents be liable for any damages of any kind that result from the use of, or the inability to use, the Service, including any liability based on SmartComment's negligent acts.

16. Your Personal Information

Certain personal and other information that we collect, process, and share is subject to our Privacy Policy. As a condition of using the Service you agree to the terms of the Privacy Policy, as it may be changed from time to time. You agree that your use of the Service is subject to the Privacy Policy.

17. Disclosures Required by Law

SmartComment reserves the right to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process, or governmental request. SmartComment reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing SmartComment to disclose the identity of any user believed to be in violation of this Agreement.

By accepting this Agreement, you waive all rights and agree to hold SmartComment harmless from any claims resulting from any action taken by SmartComment during or because of its investigations or from any actions taken as a consequence of investigations by either SmartComment or law enforcement authorities.

18. Legal Compliance

By using the Service, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

19. Governing Law; Jurisdiction

The Agreement, and all future agreements you enter into with SmartComment, unless otherwise indicated on such other agreement, will be governed by the laws of the State of California. This is the case regardless of whether you reside or transact business with SmartComment, or any of its affiliates or agents, in the State of California or elsewhere. Unless a dispute would be governed by the terms of Section 20 below, you agree to submit to the personal and exclusive jurisdiction of the courts located within the city of Los Angeles, California, USA.

20. Binding Arbitration

THIS SECTION CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

Any dispute or claim relating in any way to your use of the Service (each, a “Claim”) will be resolved by binding arbitration, rather than in court (except that you may assert claims in small-claims court if your claims qualify). You agree that each Claim must be brought individually.

YOU AND SMARTCOMMENT AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION MAY BE JOINED WITH ANY OTHER ARBITRATION.

The Federal Arbitration Act and federal arbitration law apply to this Agreement and this binding arbitration clause.

The arbitrator will have the authority to decide all issues of arbitrability, including the scope and enforceability of this arbitration agreement. Any dispute will be resolved by binding arbitration pursuant to the JAMS Streamlined Arbitration Rules and Procedures, which are incorporated herein by reference and available at <https://www.jamsadr.com/rules-streamlined-arbitration/>.

Arbitration is a process with no judge or jury – an arbitrator will review the arguments in the dispute and award damages and other relief just like a court would. The arbitrator must follow this Agreement as a court otherwise would. Court review of the arbitration award is limited under the Federal Arbitration Act.

To start an arbitration, you must send an email to info@smartcomment.com describing your Claim and requesting arbitration, or we may do the same by sending a written notice requesting arbitration to your address. The payment of the initial filing fees will be made by the party filing the Claim, and any other filing and other fees will be apportioned as directed by the JAMS rules. The arbitration will take place in Los Angeles, California, USA, unless the Parties agree to video, phone, or internet connection appearances.

Except as otherwise set forth below, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and SmartComment will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given (including any attorneys' fees and costs awarded), and the arbitrator's findings and conclusions on which the arbitrator's decision is based.

Notwithstanding the terms of this Section, either of us may bring a lawsuit in court for equitable relief, for any misuse or infringement of intellectual property rights, or for any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use of the Service.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND SMARTCOMMENT WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

You and SmartComment agree that if any portion this Section is found illegal or unenforceable, that portion will be severed and the remainder of the Section will be given full force and effect.

21. Miscellaneous Terms

- 21.1. **Agreement Revisions.** This Agreement may only be revised in writing by SmartComment, or by SmartComment's publication of a new version on the Service.
- 21.2. **Force Majeure.** SmartComment is not liable for any delay or failure to perform resulting from causes outside the reasonable control of SmartComment, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond SmartComment's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
- 21.3. **No Partnership.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and SmartComment because of this Agreement or your use of the Service.
- 21.4. **Assignment.** SmartComment may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without SmartComment's prior written consent, and any unauthorized assignment by you will be null and void.
- 21.5. **Severability.** If any part of this Agreement is determined to be void, invalid or unenforceable, then that portion will be severed, and the remainder of the Agreement will be given full force and effect.

- 21.6. **Attorneys' Fees.** In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.
- 21.7. **No Waiver.** Our failure to enforce any provision of this Agreement will in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 21.8. **Equitable Remedies.** You hereby agree that SmartComment would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.
- 21.9. **Entire Agreement.** This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and SmartComment with respect to the Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and SmartComment with respect to the Service.