

Terms and Conditions

Last Revised November 7, 2016

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING PRIVI/WETEXT. These Terms and conditions (the "Agreement") govern your interaction with Privi, LLC (the "Company") including but not limited to sending/receiving SMS/MMS/EMAIL, using WeText/Privi platforms, APIs, Plugins and products/services offered at www.wetext.co, www.GoPrivi.com or any other website owned/operated by Company collectively referred to herein solely for ease of reference as the "Platform" or "Services".

1. Preliminary Provisions

1.1 The Company puts forth in this Agreement the terms and conditions for using the Platform/Services to accept payments.

1.2 You (the "Client" and/or the "Subscriber", in the event you are subscribing to receive any communications/content via the Platform) shall create and design the setup of the SMS/MMS/EMAIL WeText Privi Platform with both software and hardware solutions based on the information in this document.

2. Terms of Service

2.1 The Company will be responsible for providing the Client with the Platform/Services based on the terms and conditions of this Agreement.

2.2 The Client acknowledges that Company may utilize services from third party providers to deliver different aspects of the Platform to make sure the Platform runs smoothly. The Company ensures that all services developed or delivered are in compliance with the conditions set forth by the third party providers.

2.3 Unless otherwise expressly authorized by the Company in writing, the Client must address all communication or concerns about the Platform to the Company.

2.4 Company grants Client a non-exclusive, non-transferable, limited right and license to access, use and privately display the Services and the Platform and the materials thereon for Client's personal use only, provided that you comply fully with this Agreement. You shall not interfere (or permit the use of your membership by a third party to interfere) or attempt to interfere with the operation or use of Platform or the Services by other members in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means.

3. Rights and Responsibilities of Client and Company

3.1 The Company agrees to allow access to the Platform for the Client and to make sure this access continues for the duration of the Client's contract. The Company ensures that the Platform will be maintained to allow the Client to access the system in a condition that ensures the system complies with the Global Systems for Mobile (GSM) or other standards that determine or regulate electronic communications.

3.2 The Company agrees to cooperate with the Client as the Platform is being implemented to keep open communication between contact persons in each company.

3.3 The Company will communicate within a reasonable amount of time regarding any delays that may concern the Client if a crash in the Platform should occur. The Company will make best effort to inform the Client of any planned outages or planned interruptions within 48 hours prior to the planned outage or interruptions (e.g. upgrades or regular maintenance).

3.4 The Company will provide access for the Client to use the Platform service.

3.5 The Company will provide the Client with a back office portal to perform typical tasks.

3.6 The Client is responsible for payments for the Platform, Services, all support and other costs at the agreed interval, prior to rendering service.

3.7 The Client is responsible for paying the monthly plan payments due at the beginning of the month for which the service is provided. In the event The Client goes over the message quota included in the plan, The Company will automatically upgrade The Client to the next plan/tier. The Client agrees to this automatic plan/tier upgrade as it is designed to eliminate any overage penalties for The Client.

3.8 The Client must keep reasonable availability of customer representative(s) when resolving a service related incident or request.

3.9 The Client must provide an email address, telephone number, and postal address to the individual Subscribers. A live operator must be available from 9am to 5pm during work days. At other times, the Client must include a telephone messaging system to take care of Subscriber questions or challenges without delay. The client is also responsible for maintaining valid contact data on file with the Company.

3.10 The Client agrees to abide by all rules and recommendations given by The Company, the authorities or associations which regulate electronic communication networks when the Platform is in operation. The Client agrees not to send unsolicited SMS/MMS/EMAIL messages using the Platform/Services and shall only sent SMS/MMS/EMAIL messages in accordance with all applicable laws, including but not limited to the Telephone Consumer Protection Act. The Client agrees to protect the privacy of the Subscribers. The Client further agrees to comply with all applicable legislation (e.g. SPAM regulations) regarding storing, processing, using and sharing personal data specified by the Electronic Communication Act.

3.11 The Client agrees to report any changes to business structure or changes/cancellations of the specific domain name initially provided to begin the service.

3.12 The Client agrees to contact the Company in the event the Client perceives an error in the way the technology was fixed or if a technical solution may have been abused by another individual.

3.13 The Client agrees to work with the Company using good judgment, ethics, and agrees to conduct themselves within the guidelines of all legal regulations.

4. Rights and Obligations for sending/receiving messages

4.1 To send out messages, the Client must obtain the prior written consent of all cell phone numbers, email addresses and any other Subscriber contact data in accordance with all applicable laws prior to sending out the message. The Client must also demonstrate that messages sent to Subscribers are within the scope of any agreement signed, especially when the Company requests this information.

4.2 The Client must provide, upon appeal by the Subscriber, that the message was delivered with prior written consent of the Subscriber; this process must happen within 10 working days.

4.3 The Client also agrees to exercise best judgement in sending messages to prevent annoying the Subscribers.

4.4 Each message must contain a statement for the Subscriber to opt out of future messages with a valid phone number they can use to opt out. Example of the opt out statement is “reply STOP to opt out”.

4.5 Messages sent to Subscribers must not violate any aspect of the Electronic Act or law enforcement. In addition, the Client acknowledges that messages will not contain any of the following: Promotions of illegal goods or services (e.g. drugs, violence, tobacco, alcohol, controlled/prohibited substances or pornography), child pornography or any material that would support violence of any kind toward a child, promotions to encourage gambling, consumer loans, specific political party information, or promotions about purchasing specific phone services.

4.6 Purchase of phone numbers database/list is not considered a prior consent of the Subscriber. It is illegal in USA and many other countries to send SMS/MMS or other messages to recipients who have not opted in. Therefore, the Platform/Services do not allow importing of lists. The Client agrees never to send messages to anyone who has not opted in. The Client further agrees to stop sending messages to anyone opting out.

5. Handling of Contact Data, Confidentiality and Business

5.1 The Client defers the possession of contact data of Payer/Subscribers to the Company. The data will be processed in accordance with all applicable laws). Should the Client violate any applicable law, the Company must inform the Client and the Client must cease processing of any contact data.

5.2 For the purpose of confidentiality, the Company shall not send contact data to any third party without Client consent unless determined by law or by state authorities that the information must be provided to law enforcement.

5.3 All information necessary to access the user interface will be kept confidential. Also, the Client understands that the Company is not liable for any violations committed by the Client.

5.4 Both parties of this agreement understand and adhere to the policy that all data remains confidential and both parties must maintain this confidentiality.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1 Problems with technology or non-technical issues that happen within the Platform should be reported to the Company either by phone or email by using the contact information listed in this document. The Company provides free email support. Additional paid support tiers are available for faster response time.

6.2 Any problems reported to the Company will be responded to by the Company within a reasonable amount of time. Depending on the schedule of the Company and the severity of the issue, the Company will handle service requests in the following manner:

6.3 Support Options: Coverage parameters specific to the service(s) covered in this Agreement are as follows. Timezone applicable is EST:

- Free email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
- Paid telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday. Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer/action the call, however no action can be guaranteed until the next working day.

6.4 Service Response: Client’s support tier determines the response time and service level. Following table includes current support tiers, price and response times:

Support Plans, Pricing and Response Times:

	Silver	Gold	Platinum	Pay Per Incident
Price	FREE	\$99 USD/Month	\$299 USD/Month	\$149 USD/incident
Response Time	Within 5 business days	Within 1-2 business days	Within 4 hours	Within 4 hours
Support via email	Yes	Yes	Yes	Yes
Support via phone	No	Yes	Yes	Yes
Support via text	No	No	Yes	Yes
Support via remote dial in	No	No	Yes	Yes

6.5 The Company recommends paid support for the best service. In the event an incident occurs and the client needs immediate support, they can do so by utilizing Pay-Per-Incident model.

6.6 Minimum term for paid support is 6 months.

7. Communication Between Parties

7.1 All persons covered in this contract are authorized to discuss operational issues, technical, and nontechnical issues.

8. Payment Terms

8.1 The Client will be charged once/recurring fee established at the time of signup that includes tax and fees for service. One time charge or recurring payments for the Platform/Services will be the responsibility of the Client. In a revenue share model, Subscribers may also be charged once/recurring fee established at the time of signup that includes tax and fees for service. One time or recurring payments for the subscription of the Platform/Services will be the responsibility of the Subscriber.

8.2 Payment to the Client for the revenue share model are governed by a separate agreement.

8.3 Subscriber is responsible for the payment of any digital content, subscriptions, tickets, donations, merchandise or other digital media or physical goods purchased or subscribed to.

8.4 Client is responsible for the chargebacks/refunds from any Subscriber for any reason.

8.5 Subscriber is not entitled to any partial refunds for any reason even if the Subscriber has opted-out.

9. Termination of Contract

9.1 The following circumstances will cause the Company to cease the operation of the Platform/Services: (a) The Client/Subscriber is asked by the Company for information pertaining to technical shortages on the Client/Subscriber side and the Client/Subscriber is asked to remove these shortages. The Client/Subscriber does not respond immediately to this request. (b) illegal content is distributed by the Client/Subscriber or allows content to be distributed through their account. (c) Any law enforcement agency orders the Platform to be stopped. The Platform can be stopped for these reasons without serving any notices.

9.2 A second reason for termination will be for violations listed in any section of this document. These violations can be cause for the Company to immediately terminate the contract and stop the Platform/Services.

10. Changes to Agreement

Company reserves the right, from time to time, in its sole discretion, to change, modify, update, discontinue, remove, revise, delete or otherwise change any portion of the Platform, the Services or this Agreement, in whole or in part, at any time without further notice. For changes to this Agreement that we deem material, we will place a notice on <http://www.goprivi.com> by revising the link on the homepage to read substantially as "Updated Terms and Conditions" for an amount of time that we determine in our discretion. If you access or use the Services or the Platform in any way after this Agreement has been changed, you will be deemed to have read, understood and unconditionally consented to and agreed to such changes. The most current version of this Agreement will be available on <http://www.goprivi.com> and will supersede all previous versions of this Agreement.

11. Trademarks, Copyrights & Restrictions

The Services and the Platform and all of the content they contain, or may in the future contain, including but not limited to text, video, pictures, graphics, designs, information, applications, software, music, audio files, articles, directories, guides, photographs as well as the trademarks, service marks, trade names, trade dress, copyrights, logos, domain names, code, patents and/or any other form of intellectual property (collectively, the "Material") that relates to the Platform or the Services are owned by or licensed by Company or other third parties and are protected from any unauthorized use, copying and dissemination by copyright, trademark and other intellectual property and non-intellectual property laws and by international treaties. Except as expressly permitted in writing by Company, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute or exploit, in whole or in part, any of the Material. Nothing contained in this Agreement or on the Platform should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Material in any manner without the prior written consent of Company or such third party that may own the Material or intellectual property displayed on the Platform. **UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE**

MATERIAL IS STRICTLY PROHIBITED. Any use of the Material other than as permitted by this Agreement will violate this Agreement and may infringe upon our rights or the rights of the third party that owns the affected Material. You agree to report any violation of this Agreement by others that you become aware of. You are advised that Company will aggressively enforce its rights to the fullest extent of the law. Company may add, change, discontinue, remove or suspend the display of or access to any of the Material at any time, without notice and without liability.

12. Software

From time to time, and in its sole discretion, Company may make available to users certain software that may be accessible or downloaded from this Platform. In the event you access or download software from this Platform, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “Software”) are licensed to you by Company or a Company-approved third party software provider (“Third Party Provider”). Company does not transfer title to the Software to you. Company retains full and complete title to the Software, and all intellectual property rights therein. For purposes of this Agreement, such Software shall be included in the definition of “Materials”. Furthermore, your use of any Software of a Third Party Provider shall be subject to the end user license agreement or any other terms of use set forth by such Third Party Provider for its Software.

13. Linked Sites

the Platform may contain links to third party websites or resources, which may or may not be obvious (“Third Party Sites”) as well as software, text, graphics, articles, photographs, pictures, designs, sound, video, music, information, software applications and other content originating from third parties (collectively, “Third Party Applications, Software or Content”). Our provision of links to Third Party Sites is not an endorsement of any information, product or service that is offered on or reached through such Third Party Site or Third Party Application, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for the content or performance of any Third Party Sites accessed through the Platform or any Third Party Applications, Software or Content posted on, available through or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. If you decide to leave the Platform and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern.

YOU AGREE THAT YOUR USE OF THIRD-PARTY SITES OR THIRD PARTY APPLICATIONS, SOFTWARE OR CONTENT, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

14. No Resale/Exploitation

You understand and agree that you may not reproduce, copy, resell, manipulate, or exploit any part of the Services or the Platform for any commercial purpose.

15. Non-United States Residents

Company operates the Platform in the United States. Company makes no representation that the Materials, and their copyrights, trademarks, patents, and licensing arrangements, are appropriate or available for use in locations other than the United States. If you access the Services or the Platform from locations outside of the U.S. you do so on your own initiative and at your own risk, and you are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

16. Disclaimer

the Platform and/or the Services may be unavailable from time to time due to maintenance or malfunction of computer equipment or for various other reasons. Company assumes no responsibility for any delays, interruptions, errors, defects, omissions, or deletions, related to the communications line failure, operation or transmission, or alteration of, or theft or destruction or unauthorized access to, user communications. Company is not responsible for any technical or non-technical malfunction or other problems of any hosting services, computer systems, servers or providers, telephone networks or telephone services, computer or mobile phone equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or in connection with the Services or the Platform, including injury or damage to a user's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Services or the Platform.

THE SERVICES, THE PLATFORM, THE MATERIALS, AND THE SOFTWARE, IF APPLICABLE, ARE PROVIDED "AS IS" "WITH ALL FAULTS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE AVAILABILITY OF OR THE FUNCTIONS CONTAINED IN THE SERVICES, THE PLATFORM THE MATERIALS, THE SERVICES, THE PLATFORM OR THE SOFTWARE, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE OR THE SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES, THE PLATFORM MATERIALS SOFTWARE OR SERVER DO NOT VIOLATE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF

ANY PERSON OR ENTITY. COMPANY DOES NOT WARRANT OR MAKE ANY

REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, THE PLATFORM, THE MATERIALS, THE FORUMS OR THE SOFTWARE, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT COMPANY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU.

17. Limitation of Liability

YOU AGREE THAT COMPANY AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS

(COLLECTIVELY, THE “RELEASED PARTIES”) ARE NOT LIABLE TO YOU OR ANY THIRD PERSON FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING OUT OF OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THE SERVICES, THE PLATFORM THE MATERIAL OR ANY ERRORS OR OMISSIONS IN THE TECHNICAL OPERATION OF THE SERVICES, OR

PLATFORM, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SERVICES AND THE PLATFORM (COLLECTIVELY, THE “RELEASED MATTERS”). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY’S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$1000. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MIGHT NOT APPLY TO YOU.

BY ACCESSING THE PLATFORM, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

You hereby waive any and all rights you have or may have under California Civil Code Section 1542, and/or any similar provision of law or successor statute to it, with respect to the Released Matters. In connection with this waiver and release, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true. Nevertheless, you intend by this Agreement to release fully, finally and forever all Released Matters under this Agreement. In furtherance of such intention, the releases set forth in this Agreement shall be and shall remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different claims or facts relevant hereto.

Company makes no representation or warranty whatsoever regarding the completeness, accuracy, currency or adequacy of any information, facts, views, opinions, statements or recommendations contained on the Services, the Platform and/or the Material. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by Company. Views and opinions of users of the Platform do not necessarily state or reflect those of Company.

The Internet may be subject to breaches of security. Company is not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized

intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email submissions over the Internet may not be secure, and you should consider this before submitting any information to anyone over the internet. Company makes no representation or warranty whatsoever regarding the suitability, functionality, availability or operation of the Services or the Platform.

18. Indemnification

BY USING THE SERVICES OR THE PLATFORM YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; THE USE OF ANY CONTENT YOU UPLOAD ONTO THE SERVICES OR THE PLATFORM; ANY SMS OR MMS SENT BY YOU THROUGH THE PLATFORM OR THE SERVICES; YOUR VIOLATION OF THIS AGREEMENT OF USE OR ANY LAW; YOUR USE OF THIS SERVICES, THE PLATFORM AND/OR THE MATERIAL IN VIOLATION OF THIS AGREEMENT; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR COMPANY'S USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT THE WRITTEN CONSENT OF COMPANY.

19. Miscellaneous

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. These TOS may not be amended, nor any obligation waived, without Company's written authorization. Any failure to enforce any provision of these TOS shall not constitute a waiver thereof or of any other provision thereof.

This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts entered into and fully performed in New York (without regard to its conflicts of law principles that would cause the application of any other jurisdiction's laws) With respect to any disputes or claims not subject to arbitration, you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of New York, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of New York.

By using the Platform or the Services in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the officers, directors and employees of Company and its parent, subsidiaries, affiliates (all such individuals and entities collectively referred to herein as the "Company Entities") arising out of, relating to, or connected in any

way with the website or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”),

9 U.S.C. §§ 1-16; (3) the arbitration shall be held in New York, New York; (4) the arbitrator’s decision shall be controlled by the terms and conditions of this Agreement and any of the other agreements referenced herein that the applicable user may have entered into in connection with the website; (5) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable Company Entity’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against you or any Company Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Company Entity exceed \$125 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Company agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor Company shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.