

## **POKERGO® TERMS OF USE**

Last Revised: May 30, 2025

These terms of use (the “Terms”) govern your (i) use of all websites, mobile websites, online video services, applications (e.g., iPhone applications, iPad applications, Android applications, etc.), webstores, or other online services owned or operated by PokerGO (the “Company,” “we” or “us”), including, without limitation, the websites currently located at [www.pokergo.com](http://www.pokergo.com), [www.pgt.com](http://www.pgt.com), and/or [shop.pokergo.com](http://shop.pokergo.com) and any mobile version of each website (each a “Site”, and collectively, the “Sites”), (ii) use of the PokerGO® subscription product (“PokerGO”) offered by the Company, (iii) participation in poker strategy seminars and/or workshops offered or operated by Company, (iv) use of any other interactive features, widgets, products and resources offered by the Company and/or its affiliates, distributors or licensees through traditional Internet websites, mobile devices or other platforms, and (v) use of all other Content (defined below) included within the Sites and accessible via any applications (all of which are collectively referred to as the “Services”). By using the Sites or Services, you agree to these Terms.

### **1. ELIGIBILITY**

You must be at least 18 years old to use the Sites or the Services.

### **2. ADDITIONAL TERMS**

Your use of certain Services may be subject to additional terms and conditions (“Additional Terms”). Where Additional Terms apply to a Service, we will make them available for you to read through your use of that Service. By using such Services, you agree to the Additional Terms.

### **3. PASSWORD AND ACCOUNT SECURITY**

You may create your own account on the applicable Sites by completing the online registration process on the applicable Site. In doing so, you must provide us with accurate and complete registration information, and update it if this information changes. You are not required to create an account to view the Sites, however, if you do not create an account, some functionality may be limited. You are required to create an account if you subscribe to PokerGO, as described in Section 4, below.

If you create an account, we will allow you to create a password. You must keep your password confidential, and you may not permit any other person to use your password or your account to view PokerGO or for any other purpose. You will be responsible for all use of your password, including, without limitation, any use by any authorized or unauthorized third party. You must notify us immediately if you believe your password may be used by any unauthorized person or entity. For security purposes, we recommend you change your password often. Under no circumstance should you respond to a request for your password. If you create an account, you will be permitted a maximum of 5 concurrent Content streams per account. We reserve the right to suspend or terminate your use of the Sites if we believe that your password is being used without permission or otherwise in a manner that may disrupt the Sites.

### **4. POKERGO SUBSCRIPTION AND RENEWAL TERMS; REFUND AND CANCELTION POLICIES**

You are not required to purchase a PokerGO subscription in order to view the Sites or use the Services other than PokerGO. However, without a PokerGO subscription, you will not be able to view PokerGO. If you purchase a PokerGO subscription, you will be able to view all of the PokerGO episodes and Content we broadcast via PokerGO and the Services during the applicable subscription period. We make no guarantee as to the availability of any particular episode or Content of PokerGO or the total number of episodes or amount of Content to be broadcast.

When you purchase a subscription through the PokerGO Site or the Services, you agree to pay the applicable subscription fee, as well as any applicable taxes and renewal charges as described below. If we are unable to charge your credit card or other payment method, your subscription will automatically terminate.

We may increase our subscription prices at any time, however, we will give you at least thirty (30) days' advance notice of any price increase, and the price increase will not apply until your current subscription period has concluded. This will give you an opportunity to cancel your subscription, as described below, before the price increase takes effect. The PokerGO subscription fee covers access to PokerGO only; you are responsible for your own data fees and internet service provider fees.

### **Promotional Codes**

If you use a promotional code or "promo code" to activate a PokerGO subscription at a discounted price, the discount applies only during the initial subscription period and does not apply to renewal periods. All renewals will be charged at the then-current subscription price. You may not receive a notice from us that your promotional period is ending and your subscription will renew at the then-current price. TO AVOID BEING CHARGED FOR A NEW RENEWAL PERIOD AT THE END OF YOUR PROMOTIONAL PERIOD, YOU MUST CANCEL YOUR SUBSCRIPTION BEFORE THE END OF THE PROMOTIONAL PERIOD. YOU MAY CANCEL YOUR SUBSCRIPTION BY FOLLOWING THE INSTRUCTIONS IN THE "HOW TO CANCEL YOUR SUBSCRIPTION" SECTION, BELOW.

### **Monthly Subscription, with Monthly Auto-Renew**

YOUR MONTHLY SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A MONTHLY BASIS BASED ON YOUR PURCHASE DATE. YOU MUST CANCEL YOUR SUBSCRIPTION BEFORE THE RENEWAL DATE TO PREVENT THE NEXT CHARGE TO YOUR CREDIT CARD OR OTHER PAYMENT METHOD. YOU MAY CANCEL YOUR MONTHLY SUBSCRIPTION BY FOLLOWING THE INSTRUCTIONS IN THE "HOW TO CANCEL YOUR SUBSCRIPTION" SECTION, BELOW. Notwithstanding the foregoing, we may elect in our sole discretion not to renew your subscription.

### **Quarterly Subscription, with Quarterly Auto-Renew**

YOUR QUARTERLY SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A QUARTERLY BASIS BASED ON YOUR PURCHASE DATE. YOU MUST CANCEL YOUR SUBSCRIPTION BEFORE THE RENEWAL DATE TO PREVENT THE NEXT CHARGE TO YOUR CREDIT CARD OR OTHER PAYMENT METHOD. YOU MAY CANCEL YOUR QUARTERLY SUBSCRIPTION BY FOLLOWING THE INSTRUCTIONS IN THE "HOW TO CANCEL YOUR SUBSCRIPTION" SECTION, BELOW. Notwithstanding the foregoing, we may elect in our sole discretion not to renew your subscription.

### **Annual Subscription (including PokerGO VIP), with Annual Auto-Renew**

YOUR ANNUAL SUBSCRIPTION (INCLUDING POKERGO VIP) WILL AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION YEAR BASED ON YOUR PURCHASE DATE. YOU MUST CANCEL YOUR SUBSCRIPTION BEFORE THE RENEWAL DATE TO PREVENT THE NEXT CHARGE TO YOUR CREDIT CARD OR OTHER PAYMENT METHOD. YOU MAY CANCEL YOUR ANNUAL SUBSCRIPTION BY FOLLOWING THE INSTRUCTIONS IN THE "HOW TO CANCEL YOUR SUBSCRIPTION" SECTION, BELOW. Notwithstanding the foregoing, we may elect in our sole discretion not to renew your subscription.

### **How to Cancel Your Subscription**

ALL CHARGES FOR SUBSCRIPTIONS ARE NONREFUNDABLE. IF YOU CANCEL YOUR SUBSCRIPTION, YOU WILL NOT RECEIVE A REFUND AND WE WILL STOP CHARGING YOUR ACCOUNT PRIOR TO THE NEXT APPLICABLE RENEWAL PERIOD (E.G., PRIOR TO THE NEXT MONTHLY, QUARTERLY, OR ANNUAL RENEWAL). YOUR ACCESS WILL CONTINUE FOR THE REMAINDER OF THE CURRENT SUBSCRIPTION PERIOD.

You can cancel your subscription or receive instructions on how to cancel your subscription (i) by calling 866-476-5374 during business hours, or (ii) by emailing support@pokergo.com. If you purchased your subscription using a credit or debit card via PokerGO.com, you can cancel your subscription at any time by navigating to the My Account page of PokerGO.com by clicking on the account profile icon in the top right corner of the screen, then go to the Membership section on the Manage Account page, then click on the "Cancel Plan" button, and then click on the "Cancel Subscription" button. If you purchased your subscription via a third party (e.g., the Apple or Google app stores, Amazon Pay, Roku, etc.) or if you are using one of the payment processors listed below, you can cancel your subscription by following the below instructions specific to the third party:

- **Stripe:** Sign into your account on PokerGO.com. Navigate to the My Account page of PokerGO.com by clicking on the account profile icon in the top right corner of the screen, then go to the Membership section on the Manage Account page, then click on the "Cancel Plan" button, and then click on the "Cancel Subscription" button.
- **PayPal:** Log in to your PayPal account. Click the gear icon in the top right corner. Click on the Payments tab. Scroll down to the Automatic Payments section and click Manage Automatic Payments. Locate your PokerGO subscription and click on it. Click the Cancel button (or similar wording) on the subscription's details page. You may need to click another button to confirm your cancellation.
- **Apple Store:** Within an iOS device, navigate to Settings > Apple ID > Subscriptions, then click on PokerGO, and then click Cancel. To cancel a subscription through Apple using a browser, visit Apple's website and sign in with your Apple ID. Scroll to the Subscriptions section and click Manage. Locate your PokerGO subscription, click Edit, and then select Cancel Subscription or Cancel All Services, depending on what appears.
- **Google Play Store:** Within an Android device, navigate to Google Play Store > Profile > Payments & Subscriptions, then click on PokerGO, and then click Cancel. To cancel a PokerGO subscription through Google Play, visit the Google Play subscription management page and sign in with the Google Account used for the purchase. Find the PokerGO subscription, click Manage, then select Cancel Subscription and follow the prompts to confirm.
- **Roku:** Sign into your account on Roku.com. Go to My Subscriptions, then find PokerGO, then click Manage Subscription, and then click Turn off Auto-Renew.
- **Amazon FireTV/FireStick:** Sign in to your Amazon account. Go to Your Memberships & Subscriptions. Locate the PokerGO subscription. Click Manage Subscription or Actions. Select Cancel Subscription or End Subscription, then confirm cancellation.
- **Amazon Pay:** Sign in to your Amazon account. Go to Your Memberships and Subscriptions on the Amazon website. Locate the specific subscription you want to cancel. Click Manage Subscriptions next to the desired subscription. Select Cancel Subscription under Advanced Controls. Follow the on-screen instructions to confirm your cancellation.

## 5. PAYMENT PROCESSOR

We have contracted with payment processors to receive payments in a secure manner via the Sites, as applicable. Payment processing for subscriptions purchased via PokerGO.com is provided by either Stripe, Inc. ("Stripe") or PayPal, Inc. ("PayPal"). Subscriptions may also be purchased from third parties and/or payment may be processed by third parties, including those listed in the "How to Cancel Your Subscription" section, above. Questions concerning payment processing for subscribers can be addressed via email to support@pokergo.com or by calling customer service at 866-476-5374 during business hours.

## 6. WEBSTORE

The webstore located at shop.pokergo.com ("Webstore") is hosted by Shopify Inc. ("Shopify"). Shopify provides us with the online e-commerce platform that allows us to sell products to you.

Order acceptance and the completion of a contract between you and us will take place only when you make payment at checkout, unless we do not accept your order or later cancel the order in accordance with these Terms. When you purchase any product via the Webstore, you agree to pay any applicable taxes, tariffs, duties, or fees associated with the purchase, delivery, or use of the products.

## **Products**

Prices for products are subject to change without notice. We reserve the right at any time to modify or discontinue any products without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any products.

Certain products may be available exclusively online through the Webstore. These products may have limited quantities and are subject to return or exchange only according to our Return Policy stated below. We have made every reasonable effort to display as accurately as possible the colors and images of our products that appear on the Webstore. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right to limit the sales of our products to any person, geographic region or jurisdiction to the extent allowed by law. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. Any offer for any product made on the Webstore is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors on the Webstore will be corrected.

## **Delivery**

We try our utmost to ensure you receive an excellent delivery service. If something goes wrong, we will try to rectify it. We do not offer compensation in the event of errors in delivery, such as missed, delayed or incorrect deliveries.

All items purchased from PokerGO are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Delivery charges will be shown at the time of order and we try to provide accurate pricing. We however reserve the right to change delivery charges subsequent to your online order if we discover a mistake in our pricing, we do not deliver to your area, or other information comes to light that would affect our delivery costs. You will be informed in such circumstance, and will have the option to proceed with the purchase or cancel the order.

## **Accuracy of Billing and Account Information**

You agree to provide current, complete and accurate purchase and account information for all purchases made at our Webstore. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

## **7. WEBSTORE RETURN POLICY**

### **Returns and Exchanges**

You have 30 days from the date of purchase to advise us that you wish to return or exchange any products purchased via the Webstore. To initiate a return or exchange, email [support@pokergo.com](mailto:support@pokergo.com) for instructions on how to return or exchange your products. The cost of returning or exchanging unwanted products is your

responsibility. We advise that products should be returned by trackable delivery method and insured for their full retail value. You are responsible for the products sent to us for return until we have received them from you and have inspected them. To be eligible for a return or exchange, your item must be unused and in the same condition that you received it. All sales are final with respect to products purchased at a discounted sale price and may not be returned or exchanged.

## **Refunds**

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If your return is approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment.

## **Damaged Products**

You have 30 days from the date of receiving your products to advise us that the products you received were damaged upon their arrival. To let us know that your products arrived damaged and initiate an exchange or refund, email [support@pokergo.com](mailto:support@pokergo.com) for instructions. PokerGO will exchange all damaged products and will pay all return shipping costs in connection with any damaged products. Products will be checked upon return. All pieces of the damaged products must be returned. If we have reason to suspect that the products were not damaged upon your receipt, but were damaged after your receipt and/or use, we reserve the right to refuse any exchange.

## **8. USE OF THE SITES AND SERVICES**

You are responsible for your use of the Sites and Services, and for any use of the Sites or Services made using your account. Our goal is to create a positive and safe community experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to the Company. When you use the Sites or Services, you may not:

- use the Sites or the Services other than for personal, non-commercial purposes;
- share your password or login credentials with any other person;
- copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, broadcast, perform, display, sell, transmit or retransmit any Content you access on the Sites or the Services, other than as expressly permitted by us;
- use the Sites or the Services or any Content therein for the purpose of training machine-learning models or artificial intelligence systems, or otherwise to develop, contribute to, or facilitate any research or commercial offering, product, service, or program;
- violate any law or regulation;
- violate or infringe other people's intellectual property, privacy, publicity, or other legal rights;
- transmit anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- transmit any malicious or unsolicited software;
- stalk, harass, or harm another individual;
- impersonate or misrepresent your affiliation with someone else;
- use any means to "scrape," "crawl," or "spider" any web pages contained in the Sites (although the Company may allow operators of public search engines to use spiders to index materials from the Sites for the sole purpose of creating publicly available searchable indices of the materials, but not caches or

archives of such materials, and the Company reserves the right to revoke these exceptions either generally or in specific cases);

- use automated methods to use the Sites or Services in a manner that sends more requests to the Company servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- modify, make derivative works of, disassemble, reverse engineer or reverse compile any part of the Sites;
- access or view the Sites in order to build a similar or competitive website, product or service to the Sites or the Services; or
- interfere with or disrupt the Sites or Services.

Your experience using the Sites and Services may be affected by many factors such as your device hardware, location, available bandwidth and/or speed of your internet connection. At least 5.0 Mbps available download bandwidth per viewing stream is recommended for viewing Content in high definition. Please check with your Internet provider for information regarding your Internet connection. We make no warranties regarding the quality of your viewing experience due to the variety of factors that could affect it.

## **9. ACCURACY OF DATA**

We make no claims or promises about the quality, accuracy, or reliability of any Content available on or through the Sites or Services. The Company is not liable for any loss or damage that might arise from your reliance on any Content available on or through the Sites or Services.

## **10. OWNERSHIP**

We own or license the content on the Sites and Services, including, without limitation, software, text, visual and audio content ("Content"), PokerGO and/or Company trademarks, trade names, logos, and brand elements ("Company Marks") and the trademarks, trade names, logos and brand elements of third party goods and services that may be offered on the Sites or through the Services ("Third-Party Marks"). The Content, Company Marks and Third-Party Marks are protected under U.S. and international laws. Except pursuant to applicable law, you may not reproduce, publish, republish, display, copy, use, distribute, create derivative works from, or otherwise exploit any Company Marks, Third-Party Marks, articles or Content from the Sites, without obtaining our prior written consent.

Subject to these Terms, we hereby grant to you a personal, non-exclusive, non-transferable, royalty-free, non-sublicensable, revocable, limited license to access, view and use the Sites and Services solely for personal and non-commercial use. The Sites and Services are provided to you on a temporary basis and we reserve the right to withdraw or restrict access to all or any part of the Sites or Services at any time.

## **11. FEEDBACK**

We always welcome and appreciate your feedback, ideas, and suggestions ("feedback") about the Sites, Services, Content, PokerGO and the Company. You understand and agree that (i) your feedback is not confidential or proprietary, (ii) we may not respond to or implement feedback, (iii) we are not under any obligations to you because of your feedback, and (iv) we may use, disclose, copy, distribute, display, publish, perform, or create any derivative work from your feedback for any purpose, in any manner, and at any time without attribution or compensation to you.

## **12. DIGITAL MILLENNIUM COPYRIGHT ACT**

We respect the intellectual property rights of others. Upon proper notice, we will remove applicable content that violates copyright law and terminate the accounts of repeat infringers. Pursuant to 17 U.S.C. § 512, the Company

has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your work has been copied in a way that constitutes copyright infringement, please send our copyright agent (listed below) a notification of claimed infringement with all of the following information:

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the claimed infringing material and information reasonably sufficient to permit the Company to locate the material on the applicable Site;
- information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, an email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- your physical or electronic signature.

Please send all of the above enumerated information via mail or email to the following our copyright agent:

Copyright Manager  
POKERGO  
3993 Howard Hughes Parkway, Suite 450  
Las Vegas, NV 89169  
866-476-5374  
[copyright@pokergo.com](mailto:copyright@pokergo.com)

Please do not send notices or inquiries unrelated to alleged copyright infringement to our designated agent.

### **13. PRIVACY**

We respect your privacy. Our [Privacy Policy](#) is in the footer on each Site, and is available within mobile application's menu. It explains how we collect, use, and disclose information about you in connection with each Site and the Services. By using each Site or the Services, you agree to the Privacy Policy.

By using the Sites and Services, you consent to receiving electronic communications from us related to your use of the Sites and Services including, but not limited to, announcements regarding changes to these Terms or our Privacy Policy and pre-renewal notifications.

### **14. LINKS**

Our Sites and Services may contain links to other websites. A link to a third party's website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.

### **15. CHANGES AND CORRECTIONS TO THE SITES OR SERVICES**

We enhance and update the Sites and Services often. We may change or discontinue the Sites or any Services, with or without notice to you. The Company reserves the right to correct any errors, inaccuracies or omissions

(including after an order has been submitted) and to change or update information at any time without prior notice. We do not guarantee the continued availability of any Content or features of the Sites or Services.

## **16. TERMINATION**

We reserve the right not to provide the Sites or Services to any user. We also reserve the right to terminate any user's right to access the Sites or Services at any time, in our discretion. If you violate any of these Terms, your permission to use the Sites and Services automatically terminates.

## **17. DISCLAIMER AND LIMITATIONS ON OUR LIABILITY**

YOU USE THE SITES AND SERVICES AT YOUR OWN RISK. THE SITES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES, DISTRIBUTORS AND LICENSEES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, MANAGERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARENTS, SUBSIDIARIES, CORPORATE AFFILIATES, AGENTS AND LICENSORS (REFERRED TO COLLECTIVELY AS "AFFILIATES") DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITES AND SERVICES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT).

IN PARTICULAR, THE COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE AVAILABILITY, QUANTITY, ACCURACY OR COMPLETENESS OF CONTENT OR PRODUCTS AVAILABLE ON OR THROUGH THE SITES OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY COMMENTS OR OTHER CONTENT AVAILABLE ON OR THROUGH THE SITES OR SERVICES) OR THE CONTENT OR PRODUCTS ACQUIRED FROM ANY WEBSITES OR RESOURCES LINKED TO THE SITES OR SERVICES. THE COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITES OR SERVICES, OR PURCHASE OF ANY PRODUCTS; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL OR FINANCIAL INFORMATION; (D) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITES OR SERVICES; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITES OR SERVICES BY ANY THIRD PARTY; OR (F) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SITES OR SERVICES.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OR IN ANY APPLICABLE ADDITIONAL TERMS, THE COMPANY AND ITS AFFILIATES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY PRODUCT OR SERVICE RECOMMENDED, ADVERTISED OR OFFERED FOR SALE ON OR THROUGH THE SITES OR SERVICES OR ANY LINKED WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ITS AFFILIATES WILL BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO USE OF THE SITES OR SERVICES OR THE PURCHASE OF ANY PRODUCTS.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent the Company may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the Company liability will be the minimum permitted under such law.



## **18. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company and its Affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) any information (including feedback or any other content) that you or anyone using your account submit, post, or transmit through the Sites or Services; (b) the use of the Sites or Services by you or anyone using your account; (c) the violation of these Terms by you or anyone using your account; or (d) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your account. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If we do assume the defense of such a matter, you will reasonably cooperate with the Company in such defense.

## **19. OTHER PROVISIONS**

Under no circumstances will the Company be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control.

These Terms will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws rules or provisions. Any controversy, claim, or dispute arising out of or related to these Terms (or the interpretation, performance, or breach of them), the Sites or the Services, including but not limited to alleged violations of state or federal statutory or common law rights or duties (a "Dispute") shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If we are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute. The arbitration shall be initiated and conducted according to the JAMS Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules"). The arbitration shall be conducted in New York, New York, before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator's decision shall be controlled by these Terms and any of the other agreements, including any applicable Additional Terms. No Disputes may be arbitrated on a class or representative basis; arbitration can decide only the individual Dispute and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY ENTERING INTO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE YOUR RIGHT TO A JURY TRIAL AND ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS MUST BE ASSERTED INDIVIDUALLY. The arbitrator shall not have the power to award punitive damages against any party.

If any provision of these Terms is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions.

The failure of the Company to enforce any right or provision of these Terms will not prevent the Company from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, a sale of assets or by operation of law.

## **20. CHANGES TO THESE TERMS**

From time to time, we may change these Terms. If we change these Terms, we will inform you by posting the revised Terms on the Sites. Those changes will go into effect on the Revision Date shown in the revised Terms. By continuing to use our Sites or Services, you agree to the revised Terms. If the change is a "material change" that requires us to notify you pursuant to applicable law, we will notify you by email to the email address we have on record at least thirty (30) days before the Revision Date. If you object to any such changes, your sole recourse shall be to cease using the Sites and/or Services.