

## ELEMENT79

### TERMS OF USE

<https://uk.element79.life/>

Last revised on November 24<sup>th</sup>, 2023

Effective this 24<sup>th</sup> day of November 2023, **AGB ADVERTISING LTD**

, with the registered office address at: 5 STRATFORD PLACE, LONDON, ENGLAND, W1C 1AX; hereinafter referred to as “**Company**” (<https://uk.element79.life/> “we”, “us”, or “our”) is committed to provide services for worldwide users. We have prepared this Terms of Use to describe services as well as software, provided to You as our user.

Welcome to <https://uk.element79.life/> this Terms of Use (hereinafter referred to as “Agreement”) are between You as the user/customer/agent and:

**AGB ADVERTISING LTD**, hereinafter referred to as “Company”.

#### 1. Acceptance of Terms of Use Agreement.

By creating an account on the company’s official website, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by (i) these Terms of Use (hereinafter referred to as “Agreement”), (ii) our Privacy Policy, each of which is incorporated by reference into this Agreement, and (iii) any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service (collectively, this "Agreement"). If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Service.

We may make changes to this Agreement and to the Service from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Company’s official website - <https://uk.element79.life/> in the relevant Section of the front page of the above mentioned website, and you as our user/agent should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes to your rights or obligations, we will notify you at least 30 days in advance of the changes (unless we’re unable to do so under applicable law) by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you agree to the revised Agreement.

## 2. Eligibility.

You are not authorized to create an account or access or use the Service or systems it resides on unless all of the following are true:

- you are at least 18 years of age.
- you can form a binding contract with <https://uk.element79.life/>
- you are not a person who is barred from using our services under the laws of the United States or any other applicable jurisdiction (for example, you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition),
- you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, and
- you have never been convicted of a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence, and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

## 3. Your Account.

In order to use Company's services that are available on our official website by the following link, indicated herein: - <https://uk.element79.life/> you may sign in using a number of ways that are available on our official website, mentioned above. For more information regarding the information we collect from you and how we use it, please consult our **Privacy Policy**.

You are responsible for maintaining the confidentiality of your login credentials you use to sign up in the Company's official website, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately contact us through official website of the Company and/or by official company's email address: [business@element79.com](mailto:business@element79.com).

## 4. Modifying the Service and Termination.

Company is always striving to improve the Service and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Service entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

The easiest way to terminate your account is to follow the instructions under "Settings" in the Service. Of course, you retain other termination options. **However, if you use a third party payment account such as Apple's App Store or iTunes Store, as applicable ("App Store") or the Google Play Store, you will need to manage in app purchases through such an account to avoid additional billing.** Company may terminate your account at any time without notice if it believes that you have violated this Agreement. Upon such termination, you will not be entitled to any refund for purchases.

After your account is terminated, this Agreement will terminate, except that the following provisions will still apply to you and the Company: Section 4, Section 5, and Sections 12 through 19.

## **5. Safety; Your Interactions with Other Members.**

Though Company strives to encourage a respectful member experience through features like the double opt-in that allows members to communicate only after they have both indicated interest in one another, Company shall not and will not be responsible for the conduct of any member on or off of the Service. You agree to use caution in all interactions with other members, particularly if you decide to communicate off the Service or meet in person. In addition, you agree to review and follow Company's Privacy Policy prior to using the Service. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money to other members.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT THE COMPANY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OR COMPATIBILITY OF MEMBERS.

## **6. Rights that the Company Grants You.**

Company grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Service. This license is for the sole purpose of letting you use and enjoy the Service's benefits as intended by the Company and permitted by this Agreement. This license and any authorization to access the Service are automatically revoked in the event that you do any of the following:

- use the Service or any content contained in the Service for any commercial purposes without our written consent.
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without Company's prior written consent.
- express or imply that any statements you make are endorsed by the Company.
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- use the Service in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service.
- upload viruses or other malicious code or otherwise compromise the security of the Service.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.
- "frame" or "mirror" any part of the Service without Company's prior written authorization.

- use meta tags or code or other devices containing any reference to the Company or the Service (or any trademark, trade name, service mark, logo or slogan of the Company) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
- use or develop any third-party applications that interact with the Service or other members' Content or information without our written consent.
- use, access, or publish the Company's application programming interface without our written consent.
- probe, scan or test the vulnerability of our Service or any system or network.
- encourage or promote any activity that violates this Agreement.

The Company **may investigate and take any available legal action in response to illegal or unauthorized uses of the Service**, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

## **7. Rights you Grant to the Company.**

By creating an account, you grant to the Company a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from third parties, as well as any information you post, upload, display or otherwise make available (collectively, "post") on the Service or transmit to other members (collectively, "Content"). The Company's license to your Content shall be non-exclusive, except that Company's license shall be exclusive with respect to derivative works created through use of the Service. For example, the Company would have an exclusive license to screenshots of the Service that include your Content. In addition, so that the Company can prevent the use of your Content outside of the Service, you authorize the Company to act on your behalf with respect to infringing uses of your Content taken from the Service by other members or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to local laws and regulations of the England as well as taking into account all relevant laws and regulations of your jurisdiction of incorporation (in case of the legal entity)/registration (in case if you are a private individual) on your behalf if your Content is taken and used by third parties outside of the Service. Our license to your Content is subject to your rights under the applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other members and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Company's members, user and/or agents).

You agree that all information that you submit upon creation of your account, including information submitted from the data that you indicated and mentioned during the creation process of your account shall be accurate and truthful and you shall have the right to post the Content on the Service and grant the license to the Company above.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening, harassing, or offensive, we reserve the right to immediately terminate your account.

In consideration for the Company allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to the Company regarding our Service, you agree that the Company may use and share such feedback for any purpose without compensating you.

Please be informed that the Company may access, store and disclose your account information and Content if required to do so by law, by performing its agreement with you, or in a good faith belief that such access, storage or disclosure satisfies a legitimate interest, including to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

## **8. Community Rules.**

By using the Service, you agree that you will not:

- use the Service for any purpose that is illegal or prohibited by this Agreement.
- use the Service for any harmful or nefarious purpose
- use the Service in order to damage the Company in any form whatsoever
- violate our Terms of Use and/or our Privacy Policy, as updated from time to time.
- spam, solicit money from or defraud any members.
- impersonate any person or entity or post any images of another person without his or her permission.
- bully, "stalk", intimidate, assault, harass, mistreat or defame any person.
- post any Content that violates or infringes anyone's rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.
- post any Content that is hate speech, threatening, sexually explicit or pornographic.
- post any Content that incites violence; or contains nudity or graphic or gratuitous violence.
- post any Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other members or disseminate another person's personal information without his or her permission.
- use another member's account, share an account with another member, or maintain more than one account.
- create another account if we have already terminated your account, unless you have our permission to do so.

The Company, hereby, reserves the exclusive right to investigate and/or terminate your account without a refund of any purchases if you have violated this Agreement, misused the Service or

behaved in a way that the Company regards as inappropriate or unlawful, including actions or communications that occur on or off the Service. In addition, in certain instances, we may terminate your account for violating the applicable Terms of Use, mentioned herein. In the event that you violate these rules, indicated herein and/or if you violate our Privacy Policy, your authorization to use the Service will be automatically revoked.

## **9. Other Members' Content.**

Although the Company reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the member who posts it, and the Company cannot guarantee that all Content will comply with this Agreement. If you see Content on the Service that violates this Agreement, please report it within the Service or via our contact form that is available on our official website <https://uk.element79.life/>.

## **10. Purchases.**

**Generally.** From time to time, the Company may offer products and services for purchase ("in app purchases") through the App Store, Google Play Store, carrier billing, Company's direct billing or other payment platforms, authorized by the Company. If you choose to make an in app purchase, you will be prompted to confirm your purchase with the applicable payment provider, and your method of payment (be it your card or a third party account such as the Google Play Store or App Store (your "Payment Method") will be charged for the in app purchase at the prices displayed to you for the service(s) you've selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize the Company or the third party account, as applicable, to charge you.

### **Auto-Renewal; Automatic Card Payment**

If you purchase an auto-recurring periodic subscription through an in app purchase, your Payment Method will continue to be billed for the subscription until you cancel. After your initial subscription commitment period, your subscription will automatically continue for an indefinite period of time, at the price you agreed to when subscribing unless you cancel your subscription before the renewal date. Your card payment information will be stored and subsequently used for the automatic card payments in accordance with the Agreement.

Objections to a payment already made should be directed to customer support service of the Company through the official website <https://uk.element79.life/> if you were billed directly by the Company or the relevant third party account such as the App Store. You are also able to object by contacting your bank or payment provider, who can provide further information on your rights as well as applicable time limits. You may unconditionally withdraw your consent to automatic card payments at any time by going to Settings on website of the Company <https://uk.element79.life/> or the relevant third party account, but be advised that you are still obligated to pay any outstanding amounts.

**If you want to change or terminate your subscription, it is easiest to log in to your third party account (or Settings on the Company's official website <https://uk.element79.life/>.if applicable) and follow the instructions to terminate or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the Company's application from your device. Deleting your account on the Company's official website or deleting the Company's application from your device does not terminate or cancel your**

subscription; the Company will retain all funds charged to your Payment Method until you terminate or cancel your subscription on the Company's official website or the third party account, as applicable. If you terminate or cancel your subscription, you may use your subscription until the end of your then-current subscription term, and your subscription will not be renewed after your then-current term expires.

**For our members who reside in the USA, you may terminate your subscription after it has renewed with a notice period of one-month, and your right to terminate for cause remains unaffected.**

**Additional Terms that apply if you pay to the Company directly through our official website and/or by IBAN with your Payment Method.** If you pay to the Company directly and/or by IBAN, the Company may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, the Company may terminate your account immediately in its sole discretion.

You may edit your Payment Method information by visiting the Company's official website and going to Settings. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information, terminate or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. You hereby shall unconditionally agree to use any available third parties merchant payment providers, integrated into the official website of the Company - <https://uk.element79.life/>;

**Virtual Items.** From time to time, you may be able to purchase or earn a limited, personal, non-transferable, non-sublicensable, revocable license to use "virtual items", which could include virtual products or virtual "coins" or other units that are exchangeable within the Service for virtual products (collectively, "Virtual Items"). Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use, however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, when the Company ceases providing the Service or your account is otherwise closed or terminated. The Company, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and may distribute Virtual Items with or without charge. The Company may manage, regulate, control, modify or eliminate Virtual Items at any time. The Company shall have no liability to you or any third party in the event that the Company exercises any such rights. Virtual Items may only be redeemed through the Service. ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE. The provision of Virtual Items for use in the Service is a service that commences immediately upon the acceptance of your purchase of such Virtual Items. YOU ACKNOWLEDGE THAT THE COMPANY IS NOT REQUIRED TO PROVIDE A REFUND IN RESPECT OF VIRTUAL ITEMS FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR

## UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

**Refunds.** Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if a refund for a subscription offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

For subscribers/users/agents, residing in the EU or European Economic Area as well as residing within the USA, Australia, United Kingdom, New Zealand and Canada - in accordance with local law, you are entitled to a full refund without stating the reason during the 14 days after the subscription begins. Please note that this 14-day period commences when the subscription starts.

To request a refund:

If you made a purchase using your Apple ID, refunds are handled by Apple, not the Company. To request a refund, go to the App Store, click on your Apple ID, select "Purchase history", find the transaction and hit "Report Problem". You can also submit a request at the official website of the Company <https://uk.element79.life/>;

If you made a purchase using your Google Play Store account or through the Company's website directly: please contact our customer support through the official company's website - <https://uk.element79.life/> with your order number for the Google Play Store (you can find the order number in the order confirmation email or by logging in to Google Wallet) or the Company (you can find this on your confirmation email). You may also mail or deliver a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Please also include the email address or mobile number associated with your account along with your order number. This notice shall be sent to: **AGB ADVERTISING LTD**, with the registered office address at: No. 5 STRATFORD PLACE, LONDON, ENGLAND, W1C 1AX;

If you use your right of cancellation (except for purchases made through your Apple ID, which Apple controls), we will refund (or ask Google to refund) all payments received from you, without undue delay and in any case within 14 days of the date when we received notice of your decision to cancel the Agreement. We shall make such refund using the same means of payment as used by you in the initial transaction. In any case, no fees will be charged to you as a result of the refund.

If you made a purchase through a payment platform not listed above, please request a refund directly from the third-party merchant through which you made your purchase.

You cannot cancel an order for delivery of digital content that is not delivered on a physical medium if order processing has begun with your explicit prior consent and acknowledgement that you will thereby lose your right of cancellation. This applies, e.g., to purchases of Virtual Items. That means that such purchases are FINAL AND NON-REFUNDABLE.

**Pricing.** The Company operates a global business, and our pricing varies by a number of factors. We frequently offer promotional rates - which can vary based on region, length of subscription, bundle size and more. We also regularly test new features and payment options.



## **11. Notice and Procedure for Making Claims of Copyright Infringement.**

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please submit a takedown request using the form [here](#)

If you contact us regarding alleged copyright infringement, please be sure to include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address and the copyright owner's identity;
- a written 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; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The Company will terminate the accounts of repeat infringers.

## **12. Disclaimers.**

THE COMPANY PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE.

THE COMPANY TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER MEMBER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

## **13. Third Party Services.**

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. The Company shall not be responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third

parties made available through our Service, such party's terms will govern their relationship with you. The Company is not responsible or liable for such third parties' terms or actions.

#### **14. Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE, (II) THE CONDUCT OR CONTENT OF OTHER MEMBERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICE; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY HAVE ANY AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE AND USD100 WHILE YOU HAVE AN ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

#### **15. Arbitration, Class-Action Waiver, and Jury Waiver.**

Except for members residing within the England and elsewhere where prohibited by applicable law:

1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our Arbitration Procedures. The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court instead if the claim is within the jurisdiction of the small claims court. If the request to proceed in small claims court is made before an arbitrator has been appointed, the arbitration shall be administratively closed. If the request to proceed in small claims court is made after an arbitrator has been appointed, the arbitrator shall determine whether the dispute should remain in arbitration or instead be decided in small claims court. Such arbitration shall be conducted by written submissions only, unless either you or the Company elect to invoke the right to an oral hearing before the Arbitrator. But whether you choose arbitration or small claims court, you agree that you will not under any circumstances commence, or maintain, or participate in against the Company any class action, class arbitration, or other representative action or proceeding against the Company.
2. By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any

claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. If you assert a claim against the Company outside of small claims court (and the Company does not request that the claim be moved to small claims court), your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all claims and all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can generally grant any relief that a court can, including the ability to hear a dispositive motion (which may include a dispositive motion based upon the parties' pleadings, as well as a dispositive motion based upon the parties' pleadings along with the evidence submitted), but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures.

3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

#### **16. Governing Law.**

**For users/customers/agents residing in the England or elsewhere where our arbitration agreement is prohibited by law, the laws of the England, excluding England's conflict of laws and rules that will apply to any disputes arising out of or relating to this Agreement or the Service. Notwithstanding the foregoing, all disputes and controversies arising between the Parties hereto shall be resolved exclusively by the local state courts of the England for both private individual users as well as corporate users – legal entities.**

#### **17. Venue.**

**Except for members residing in the EU or European Economic Area who may bring claims in their country of residence in accordance with applicable law and except for claims that may be properly brought in a small claims court of competent jurisdiction, all claims arising out of or relating to this Agreement, to the Service, or to your relationship with the Company that for whatever reason are not submitted to arbitration will be litigated exclusively in the state courts of the England.** You and the Company consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

#### **18. Indemnity by You.**

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless the Company, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses,

costs, liabilities and expenses, including attorney's fees due to, arising out of, or relating in any way to your access to or use of the Service, your Content, or your breach of this Agreement.

#### **19. Entire Agreement; Other.**

This Agreement, which includes this Terms of Use as well as our Privacy Policy, and any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service, contains the entire agreement between you and the Company regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your Company's account on the company's official website is non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this Agreement and you may not make any representations on behalf of or bind the Company in any manner.