

## **ADAPTIVE STUDIOS TERMS OF USE**

IMPORTANT! PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SERVICE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US, AND THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE. Access to and use of this website, service or other application (collectively the "Service") is provided by Adaptive Studios, Inc. ("Registrar", "us" or "we") subject to the following terms (the "Terms" or "Agreement"):

1. **ACCEPTANCE OF TERMS:** This Service is designed for and targeted to Adults. It is intended solely and exclusively for residents of the United States of America and its territories and possessions ("U.S.") who are at least 18 years of age or older. In order to use and access the features and services provided by this Service you must be 18 years of age or older (or whatever the applicable age of majority (legal adulthood) is where you are located), and a resident of the U.S. If you are not an adult, or if you do not reside in the U.S., please stop and discontinue your use of this Service. If for any reason you do not agree with all of the terms and conditions contained in this Agreement, including this Service's Privacy Policy, please discontinue using the Service immediately. By using this Service, you agree to be legally bound by all of the terms of this Agreement. We reserve the right to change the terms of this Agreement or to change, modify or otherwise alter any features of this Service at any time and for any purpose without notice. You should visit this page regularly and review this Agreement for the current terms of this Agreement, since your continued access or use of the Service will be deemed as an irrevocable acceptance of any such changes, modifications or alterations. Certain areas and/or elements of this Service may be subject to additional terms and conditions, which you should read carefully before making any use of those areas and/or elements. Any such terms will not vary or replace the terms of this Agreement regarding any use of this Service, unless otherwise expressly stated.

2. **REPRESENTATIONS:** By using this Service you represent and warrant that you are a resident of the U.S., that you are a legal adult, that you meet all other eligibility and residency requirements, and that you are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement and to abide by and comply with these terms and conditions.

3. **REGISTRATION:** In accessing this Service or certain of the resources on the Service, you may be asked to provide registration details including without limitation a valid e-mail address, date of birth and your full name. It is a condition of use of this Service that all the details you may provide will be correct, current, and

complete. If Registrar believes the details are not correct, current, or complete, we have the right to refuse you access to the Service or any of its resources.

4. **COPYRIGHTS AND TRADEMARKS:** This Service and all materials incorporated on or into this Service (including but not limited to text, photographs, graphics, video and audio content) are protected by copyrights, patents, trade secrets or other proprietary rights under laws of the United States and other countries. Some of the titles, characters, logos or other images incorporated by Registrar on or into this Service are protected or may hereafter become protected as registered or unregistered trademarks, trade names and/or service marks ("Trademarks") owned by Registrar. All other trademarks are the property of their respective owners. Use of the Trademarks of Registrar or of any other party is not authorized in any manner other than as incorporated into this Service.

**INFRINGEMENT NOTICE: If you believe that any content appearing on this Service has been copied in a way that constitutes copyright infringement under the laws of the U.S, please forward the following information to the Copyright Agent named below:**

- a. Your name, address, telephone number, and email address; a description of the copyrighted work that you claim has been infringed;
- b. The exact URL or a description of where the alleged infringing material is located;
- c. 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;
- d. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- e. 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.

E-Mail: [copyrightviolations@adaptivestudios.com](mailto:copyrightviolations@adaptivestudios.com)

Please note that while Registrar seeks to preserve any and all exemptions from liability that may be available under the copyright law, this is not a stipulation that Registrar is a service provider as defined in 17 USC section 512c or elsewhere in the law.

5. **RESTRICTIONS ON USE OF MATERIALS:**

- a. You may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of this Service, except that you may access and display material and all other content displayed on this Service for non-commercial, personal, entertainment use on a single computer or device only. Without limiting the generality of the foregoing, you may not distribute any part of this Service over any network,

including a local area network, nor sell or offer it for sale. In addition, these files may not be used to construct any kind of database. Any authorization to copy material granted by Registrar in any part of this Service for any reason is restricted to making a single copy for non-commercial, personal, entertainment use and is subject to your keeping intact all copyright and other proprietary notices. Using any material on any other website or networked computer environment is prohibited. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on this Service into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited.

- b. Registrar respects the intellectual property rights of others and asks users of this Service to do the same.

6. **DISCLAIMER OF WARRANTIES: YOUR USE OF THIS SERVICE IS AT YOUR OWN RISK. THIS SERVICE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN THIS SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, REGISTRAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. REGISTRAR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SERVICE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT REGISTRAR'S WEBSITES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. REGISTRAR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT IN THIS SERVICE OR ANY SITES LINKED TO THIS SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. REGISTRAR MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT IN THIS SERVICE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND REGISTRAR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT OF THIS SERVICE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

7. **LIMITATION OF LIABILITY: REGISTRAR DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNATIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS SERVICE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER**

CONTENT ON THIS SERVICE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF REGISTRAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU (AND NOT REGISTRAR) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE ARISING. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

8. SUBMISSIONS AND POSTINGS:

- a. To the extent that use of the Service now or in the future provides you or other users an opportunity to post and exchange information, content, ideas and opinions ("Submissions and Postings"), be advised that Registrar does not screen, edit, or review Submission and Postings prior to their appearance on the Service or elsewhere, and Submission and Postings do not necessarily reflect the views of Registrar. To the fullest extent permitted by applicable laws, Registrar excludes all responsibility and liability for any Submission and Postings or for any losses or expenses resulting from their use and/or appearance on the Service or elsewhere. You hereby represent and warrant that you have all necessary rights in and to any Submission and Postings you provide and all material, content and information they contain and that such Submission and Postings shall not infringe any proprietary right, intellectual property right or other rights of third parties.
- b. In any event, no material you send to us will be treated as confidential.

9. RULES OF CONDUCT:

- a. Please act responsibly when using this Service. You may only use this Service and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through this Service. You may not collect or store personal information regarding other users. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to the Service is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted (other than by Registrar) or privately transmitted on or through this Service are the sole responsibility of the sender, not Registrar, and that you are responsible for all material you upload, post or otherwise transmit to or through this Service.

b. Registrar requires that you do not submit any Invited Submissions or Submission and Postings or otherwise make available on this Service any content, or act in a way, which in our opinion:

- libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- you do not have the right to transmit under any contractual or other relationship (e.g., inside information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);
- advocates or promotes illegal activity;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as specifically authorized on this Service;
- solicits funds, advertisers or sponsors;
- includes programs which contain viruses, worms and/or "Trojan horses" or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Service;
- copies any other pages or images on this Service except with appropriate authority;
- includes MP3 format files;
- amounts to a "pyramid" or similar scheme;
- amounts to "data warehousing" (i.e., using any web space made available to you as storage for large files which are only linked from other sites). You must provide a reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via us;
- disobeys any policy or regulations established from time to time regarding use of this Service or any networks connected to this Service; or contains links to other sites that contain the kind of content, which falls within the descriptions set out at to above;

- in addition, unless otherwise permitted by Registrar, you are prohibited from removing any sponsorship banners, similar promotional displays and inserts or other material inserted by Registrar anywhere on this Service (e.g., on any web space made available for your use).

10. USE OF SUBMITTED CONTENT:

- a. Registrar will consider anything you provide to Registrar and/or contribute to this Service as available for our use free of any obligations to you (see "Submissions and Postings" above).
- b. By posting or uploading any content to this Service and/or providing any communication or material to Registrar ("User Content"), you automatically and irrevocably:
  - grant and assign to Registrar a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license in the User Content throughout the world including, without limitation, all copyright, together with all consents (if any) necessary to enable its reproduction, distribution, modification, publishing and/or other exploitation by Registrar and/or by any person authorized by Registrar, by any means and in all media now known or hereafter devised, in whole or in part, without payment or other reference to you or any other person, and to advertise and promote such exploitation, for the full period of all such rights (together with any extensions and renewals) and insofar as possible in perpetuity;
  - waive all moral rights in the User Content which may be available to you in any part of the world and confirm that no such rights have been asserted;
  - appoint Registrar as your agent with full power to enter into any document and/or do any act Registrar may consider appropriate to confirm the grant and assignment, consent and waiver set out above;
  - warrant that you are the owner of the User Content and entitled to enter into this Agreement; and
  - confirm that no such User Content will be subject to any obligation, of confidence or otherwise, to you or any other person and that Registrar shall not be liable for any use or disclosure of such User Content.

11. MODERATION/MONITORING: Registrar shall have the right, but not the obligation, to monitor any, Submission and Postings or other material on ~~www.go90.com/therunner~~ [www.therunnersweepstakes.com](http://www.therunnersweepstakes.com). Registrar shall have the right in its sole discretion to edit, refuse to post or remove any material submitted or posted to ~~www.go90.com/therunner~~ [www.therunnersweepstakes.com](http://www.therunnersweepstakes.com). Without limiting the foregoing, Registrar shall have the right to remove any material that Registrar, in its sole discretion, finds to be in violation of this Agreement or otherwise objectionable.

12. DEACTIVATION/TERMINATION OF YOUR REGISTRATION: You may deactivate your registration on the Service, at any time and for any reason, by sending an email request to info@adaptivestudios.com. We may terminate your use of and registration on the Service, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

13. HYPERLINKS TO AND FROM THIRD PARTY SITES:

- a. This Service may link you to other sites on the "Internet". These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of Registrar, and you acknowledge that (whether or not such sites are affiliated in any way with Registrar) Registrar is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by Registrar or any association with its operators.
- b. Registrar cannot ensure that you will be satisfied with any products or services that you purchase from any third-party site that links to or from Registrar because those sites are owned and operated by independent retailers. Registrar does not endorse any of the merchandise, nor has Registrar taken any steps to confirm the accuracy or reliability of any of the information contained in such third-party sites.
- c. Registrar does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party, and you irrevocably waive any claim against us with respect to such sites. The Adaptive Privacy Policy does not govern any personally identifiable or other information collected by or disclosed to the third party. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.
- d. Any area of this Service that is accessed through any third party proprietary online service is subject to the rules, policies and guidelines of such third party proprietary online service.

14. SYSTEM ABUSE:

- You may not reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on this Service.
- You are prohibited from using any services or facilities provided in connection with this Service to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools or network probing tools) is strictly prohibited.

15. INVESTIGATIONS/VIOLATIONS: Registrar reserves the right to investigate suspected violations of this Agreement, including, without limitation, any violation arising from any Invited Submission, Posting or e-mails you make or send to the Service. Registrar may seek to gather information from the user who is suspected of violating the terms of this Agreement, and from any other user. We will collect and use any such information in accordance with the Adaptive Privacy Policy. Registrar may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Registrar believes, in its sole discretion, that a violation of these terms of this Agreement has occurred, it may edit or modify any Invited Submission, Posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. Registrar may provide personally identifiable information in response to legal process, for example, in response to a court order or a subpoena. We also may disclose such information in response to a law enforcement agency's request. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS REGISTRAR FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY REGISTRAR DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER REGISTRAR OR LAW ENFORCEMENT AUTHORITIES.

16. USE IN U.S. ONLY: This Service is intended for viewing solely in the U.S. Registrar makes no representation that materials or other content in the Service are appropriate or available for use outside the U.S. If you choose to access the Service from other locations you do so on your own initiative and at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the U.S. or the country you reside in.

17. INDEMNITY: You agree to indemnify and hold harmless Registrar, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your breach of any of the foregoing provisions, representations or warranties, and/or from your placement or transmission of any content onto the Service's servers, and/or from any and all use of your account in violation of this Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

18. SEVERABILITY: If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.



19. ELECTRONIC SIGNATURE: Your use of the Services may in certain instances enable you to enter into agreements and/or to make purchases electronically. You acknowledge and agree that your electronic submissions constitute your agreement and intent to be bound by any such agreements and/or purchases, including without limitation all transactions you enter into in connection with the Service.

20. FORCE MAJEURE: Registrar shall not have any liability to you by reason of any delay or failure to perform any obligation hereunder if the delay or failure to perform is occasioned by force majeure, which shall refer to any act of God, storm, fire, casualty, unanticipated work stoppage, power outage, satellite failure, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, Governmental action, or other cause beyond its control.

21. DISPUTE RESOLUTION; BINDING ARBITRATION AND NO CLASS RELIEF

- a. Except with regard to the enforceability of the arbitration agreement contained herein, which shall be governed by the Federal Arbitration Act (as set forth below in subsection 22(d) below), this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, as they are applied to agreements entered into and to be performed entirely within California and without regard to conflict of law principles.
- b. Except in relation to intellectual property rights as set forth in subparagraph (e) below, we each agree to resolve disputes through binding arbitration with no class relief instead of in courts. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.
- c. Any dispute, claim or controversy arising out of or relating to the Service or your use of the Service, including the website, user interface, these Terms and this Arbitration Agreement, and the Adaptive Privacy Policy, must be filed within one year of the relevant events. You waive - that is, give up your right to pursue - any dispute, claim or controversy that is not filed within one year and any right you may have had to pursue that dispute, claim or controversy in any forum is permanently barred.
- d. Except as set forth in subparagraph (e) below, Registrar and you agree that any dispute, claim or controversy arising out of or relating to the Service or your use of the Service, including the website, user interface, these Terms and this Arbitration Agreement, shall be determined on an individual basis, without class relief, by binding arbitration instead of courts of general jurisdiction. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - claims that arose before this or any prior Agreement; claims that may arise after the termination of this Agreement. References in this paragraph to "Registrar," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, licensees, licensors or providers of content, successors, and assigns, as well as all authorized or unauthorized users of the Service under this or prior Agreements. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.
- e. You agree that, by entering into this Agreement, you and Registrar are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement. A party who intends to seek arbitration must first send to the other, by certified mail, return receipt requested, or by other mail delivery service that provides proof of delivery (e.g., FedEx), a written notice of dispute ("Notice"). The Notice to Registrar should be addressed to: Legal Affairs, Adaptive Studios, Inc., 3578 Hayden Avenue, Culver City, CA 90232 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). If Registrar and you do not reach an agreement to resolve the claim within 60 days after the Notice is received, you or Registrar may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Registrar or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Registrar is entitled. If your claim is for less than \$75,000, upon written request to the Notice Address prior to commencement of the arbitration, Registrar will advance the arbitration filing fee and arbitrator's costs by direct payment to the appropriate entity. If the arbitration proceeding is decided in Registrar's favor, you shall reimburse Registrar for the fees and costs advanced to the extent available in a judicial proceeding. If the arbitration is decided in your favor - which occurs if there is an award to you that is greater than the value of Registrar's last written settlement offer made before an arbitrator was selected - you will not be required to reimburse Registrar for any of the fees and costs advanced. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879.

The arbitrator is bound by the terms of this Agreement, including Disclaimer of Warranties and Limitation of Liability. The arbitrator shall have the right to award money damages and other appropriate relief, consistent with the terms of this agreement; HOWEVER THE ARBITRATOR SHALL NOT HAVE THE RIGHT TO AWARD INJUNCTIVE RELIEF AGAINST EITHER PARTY OR TO CERTIFY A CLASS ACTION OF ANY KIND. All issues are for the arbitrator to decide. Unless Registrar and you agree otherwise, any arbitration hearings will take place either (i) in person in the county (or parish) of the billing address associated with your subscription according to your Distributor, whose records shall be the sole determinant, or in Los Angeles, CA, at your option, or (ii) by video conference during which you shall be able to appear from the county (or parish) of the billing address associated with your subscription according to your Distributor, whose records shall be the sole determinant, or any other location of your choosing which has appropriate video conference facilities available. If your claim is for \$10,000 or less, there shall be no in person hearing; and we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by video conference as established by the AAA Rules. If your claim exceeds \$10,000, the right to and format of a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Each party shall be responsible for their own attorneys' fees. Although under some laws Registrar may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Registrar agrees that it will seek such an award only in the event that the substance of your claim or the relief sought has been deemed by the arbitrator to be frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). YOU AND REGISTRAR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Adaptive agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the foregoing, disputes enforcing, protecting, or concerning the validity of any of your or Registrar's intellectual property rights (or the intellectual property rights of any of Registrar's licensors) are not covered by this agreement to arbitrate contained in paragraph 22. If the waiver of the right to participate in a class action set forth in subparagraphs (b), (d) above is found to be illegal or unenforceable for any reason whether by judicial, legislative, or other action, then the entirety of the agreement to arbitrate contained in paragraphs (b) and (d) is null and void. In that instance, you and Registrar agree to waive your right to a jury trial. You and Registrar further agree that any dispute, claim or controversy arising out of or relating to the Service or your use of the Service, including the website, user interface, and these Terms of Use shall be brought in the appropriate state or federal court

located in Los Angeles County, California; and that we both irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Los Angeles County, California. (e) Notwithstanding the foregoing, disputes enforcing, protecting, or concerning the validity of any of your or Registrar's intellectual property rights (or the intellectual property rights of any of Registrar's licensors) are not covered by this agreement to arbitrate contained in paragraph 22.

22. EXPORT CONTROL: You may not use or otherwise export or re-export any software associated with the Service except as authorized by United States law and the laws of the jurisdiction in which the software was obtained. In particular, but without limitation, the software may not be exported or re-exported into any U.S. embargoed countries or to any persons listed as prohibited under applicable law or regulation.

23. MISCELLANEOUS: These Terms cannot be changed or terminated orally. Any failure of Registrar to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. No waiver by Registrar of any provision of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of Registrar. Registrar may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Registrar. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. The section titles in this Agreement are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will not be construed against Registrar by virtue of Registrar having drafted them. Registrar reserves the right to deny access to all or part of the Service to you or any person in its sole discretion without notice or liability of any kind. Any violation of these Terms may be referred to law enforcement authorities. These Terms constitute the entire understanding and agreement between you and Registrar and supersede any and all prior or inconsistent understandings relating to the Service and your use of the Service.

IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY ALL OF THE FOREGOING TERMS, THEN PLEASE DO NOT ACCESS AND/OR USE THE SERVICE.

Last updated: June 12, 2016