

# 1. Introduction

## 1.1. Contract

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our [Privacy Policy](#), which covers how we collect, use, share, and store your personal information.

You agree that by clicking “Join Now”, “Sign Up” or similar, registering, accessing or using our services (described below), you are agreeing to enter into a legally binding contract with Intch. If you do not agree to this contract (“Contract” or “User Agreement”), do not click “Join Now” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

### Services

This Contract applies to intch.org, Intch-branded apps and other Intch-related sites, apps, communications and other services that state that they are offered under this Contract (“Services”), including the offsite collection of data for those Services. Registered users of our Services are “Members” and unregistered users are “Visitors”.

### Intch

You are entering into this Contract with Intch Inc. (also referred to as “we” and “us”), which will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

This Contract applies to Members and Visitors.

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this [Privacy Policy](#) (which includes other documents referenced in this Privacy Policy) and updates.

## **Members and Visitors**

When you register and join the Intch Service, you become a Member. If you have chosen not to register for our Services, you may access certain features as a “Visitor.” We will be under no duty to inquire about or investigate any agreement or communication between Members, even if posted in the app.

## **1.2. Change**

We may make changes to the Contract.

We may modify this Contract, our [Privacy Policy](#) and our Cookies Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

## **2. Obligations**

### **2.1. Service Eligibility**

Here are some promises that you make to us in this Contract:

You're eligible to enter into this Contract and you are at least our "Minimum Age." The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the "Minimum Age" (described below) or older; (2) you will only have one Intch account, which must be in your real name; and (3) you are not already restricted by Intch from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

"Minimum Age" means 16 years old. However, if law requires that you must be older in order for Intch to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such an older age.

### **2.2. Your Account**

You will keep your password a secret.

You will not share an account with anyone else and will follow our rules and the law. Members are account holders. You agree to: (1) use a strong password and keep it confidential; (2) not transfer any part of your account (e.g., connections) and (3) follow the law and our list of Dos and Don'ts. You are responsible for anything that happens through your account unless you close it or report misuse.

## 2.3. Payment

You'll honor your payment obligations and you are okay with us storing your payment information. You understand that there may be fees and taxes that are added to our prices.

If you buy any of our paid Services ("Premium Services"), you agree to pay us the applicable fees and taxes and to additional terms specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- We may store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your Services and to use to pay other Services you may buy.
- If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date (additionally check p. 2.3.1.). Learn how to cancel or suspend your Premium Services.
- All of your purchases of Services are subject to Intch's refund policy.
- We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.
- Intch is not liable to any User if Intch does not complete a transaction as a result of any limit by applicable law or your financial institution, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method.
- In no event shall Intch (and its respective officers, directors, employees, members, agents, and affiliates) be liable for any indirect, punitive, incidental, special, or consequential damages or damages for lost profits, arising out of, or in any way connected with, your access to the app
- Refund Policy for Premium Subscriptions purchased via the Web: Please note that all premium subscriptions purchased through our Web platform are non-refundable. This policy is applicable to all transactions initiated and

completed on our website. By opting for a premium subscription, the user acknowledges and agrees to this non-refundable policy. The user further agrees that this no-refund condition is a part of the binding agreement for the purchase of any premium services offered by us.

- **Web Payment Processing.** We do not process credit card payments and we do not hold any funds paid by Users in connection with Premium Subscription that is purchased through the website. Instead, Stripe, Inc. (“Stripe”), a third-party payment processing partner, processes all payments made by Users. As part of any payment transactions related to Premium Subscription, you agree to the processing, use, transfer, or disclosure of data by Stripe pursuant to Stripe’s [Privacy Policy](#) (or any successor URL). We have no control over how Stripe uses your information.

### **2.3.1. Cancellation Process**

To cancel your subscription, you must submit a cancellation request to [support@intch.org](mailto:support@intch.org) at least 10 days prior to your next scheduled billing date. Requests received later than this deadline may not prevent the next charge.

Cancellations will take effect at the end of the current billing cycle, and you will not be entitled to a refund or credit for any remaining days in your current billing period.

Please note that deleting your Intch account or removing the Intch application from your device does not automatically cancel your subscription. To cancel your subscription, follow the process outlined in Section 2.3.1

### **2.3.2. Third-Party Subscriptions**

If you obtain an Intch Premium subscription via a third party (e.g., Google Play, Apple App Store), your purchase is subject to the terms agreed upon with the third party. Your billing relationship for these services will be directly with the applicable third party, and not with Intch.

By initiating a chargeback or refund request for Premium subscriptions acquired through a third party, you consent to Intch releasing necessary information regarding your account status and Intch Premium purchases to that third party.

### **2.3.3. Commencement of Service and Waiver of Withdrawal Rights**

By subscribing to any of our Premium Services, you acknowledge and agree that the service will commence immediately upon the completion of your subscription process.

Accordingly, you expressly waive any right you may have to a cooling-off period or to withdraw from the subscription for any reason within a timeframe that would otherwise be allowed under applicable laws or regulations. This waiver is a condition of your subscription and is necessary for the immediate access to the Premium Services provided.

## **2.4. Notices and Messages**

You're okay with us providing notices and messages to you through our websites, apps, and contact information. If you missed any communications due to an inaccurate, outdated, or incomplete email address, Intch will not be liable for any losses or damages caused by you missing the communication.

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.

Please review your settings to control and limit messages you receive from us.

## **2.5. Sharing**

When you share information on our Services, others can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways, such as your profile, requests, links to news articles, job postings and messages. Information and content that you share or post may be seen by other Members, Visitors or others (including off of the Services). Where we have made settings available, we will honor the choices you make about who can see content or information (e.g., message content to your addressees, sharing content only to Intch users, restricting your profile visibility from search engines, or opting not to notify others of your Intch profile update).

We are not obligated to publish any information or content on our Service and can remove it with or without notice.

### **2.5.1. Sub-processor**

Intch has joined forces with Open AI to enhance our customer experience further. Intch takes privacy and protecting our customers' data very seriously. To that end, we have onboarded Open AI as a new sub-processor in line with our internal processes and the applicable legal requirements. Open AI will have access to the same data as you would normally share with the Intch support team: your account name, your company name, job title, your bio or any information you mention inside your requests. Neither your contact details nor any billing information will be accessible to the sub-processor.

## **2.6. Performance-Based Service Acknowledgement**

### **2.6.1. User Commitment to Performance**

As a user of Intch, it is crucial to understand and acknowledge that Intch is a performance-based service. To achieve desirable outcomes, active participation and engagement are necessary. This includes, but is not limited to, conducting outreach, effective communication with other users, and providing pertinent information as required. Your active involvement is fundamental to the functionality and effectiveness of the service.

### **2.6.2 Correlation Between Experience and Results**

The level of experience and background you possess may significantly influence the results you obtain from using our service. Users with a richer experience and relevant background in the service's domain are likely to achieve better outcomes. However, this should not deter less experienced users, as Intch provides an opportunity for growth and learning.

### **2.6.3 Acknowledgement of No Guaranteed Results**

While Intch strives to provide a valuable and effective service, it is important to recognize that we cannot guarantee specific results. The nature of the service and the variety of external factors involved contribute to this aspect. By agreeing to this User Agreement, you, as a user, acknowledge and accept that there are no guaranteed outcomes, and the results may vary based on numerous factors, some of which may be beyond the control of Intch and the user.

### **3. Rights and Limits**

#### **3.1. Your License to Intch**

You own all of the content, feedback and personal information you provide to us, but you also grant us a non-exclusive license to it.

We'll honor the choices you make about who gets to see your information and content, including how it can be used for ads.

As between you and Intch, you own the content and information that you submit or post to the Services, and you are only granting Intch and our affiliates the following non-exclusive license:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

1. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
2. While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.

3. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a [Creative Commons license](#).

You and Intch agree that if content includes personal data, it is subject to our [Privacy Policy](#).

You and Intch agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to Intch, you agree that Intch can use and share (but does not have to) such feedback for any purpose without compensation to you.

You promise to only provide information and content that you have the right to share, and that your Intch profile will be truthful.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. Intch may be required by law to remove certain information or content in certain countries.

### **3.2. Service Availability**

We may change or end any Service or modify our prices prospectively.

We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.

We don't promise to store or keep showing any information and content that you've posted. Intch is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our [Privacy Policy](#).

### **3.3. Other Content, Sites and Apps**

Your use of others' content and information posted on our Services, is at your own risk.

Others may offer their own products and services through our Services, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Intch generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. Intch may help connect Members offering their services (career coaching, accounting, etc.) with Members seeking services. Intch does not perform nor employs individuals to perform these services. You must be at least 18 years of age to offer, perform or procure these services. You acknowledge that Intch does not supervise, direct, control or monitor Members in the performance of these services and agree that (1) Intch is not responsible for the offering, performance or procurement of these services, (2) Intch does not endorse any particular Member's offered services, and (3) nothing shall create an employment, agency, or joint venture relationship between Intch and any Member offering services.

Similarly, Intch may help you register for and/or attend events organized by Members and connect with other Members who are attendees at such events. You agree that (1) Intch is not responsible for the conduct of any of the Members or other attendees at such events, (2) Intch does not endorse any particular event listed on our Services,

(3) Intch does not review and/or vet any of these events, and (4) that you will adhere to these terms and conditions that apply to such events.

### **3.4. Limits**

We have the right to limit how you connect and interact on our Services.

Intch reserves the right to limit your use of the Services, including the number of your contacts and your ability to contact other Members. Intch reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or are misusing the Services.

### **3.5. Intellectual Property Rights**

We're providing you notice about our intellectual property rights.

Intch reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. Intch, and its trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of Intch.

### **3.6. Automated Processing**

We use data and information about you to make relevant suggestions to you and others.

We use the information and data that you provide and that we have about Members to make recommendations for connections, content and features that may be useful to you. For example, we use data and information about you to recommend jobs to you and you to recruiters. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant.

## 4. Termination

We can each end this Contract, but some rights and obligations survive.

Both you and Intch may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members and/or Visitors' rights to further re-share content and information you shared through the Services;
- Sections 5, and 6.2 of this Contract;
- Any amounts owed by either party prior to termination remain owed after termination.

## **5. General Terms**

Here are some important details about the Contract.

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Contract, that does not mean that Intch has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that Intch may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the addresses provided in Section 8.

## **6. Intch “Dos and Don’ts”**

### **6.1. Dos**

Intch is a community of professionals. This list of “Dos and Don’ts” limit what you can and cannot do on our Services.

You agree that you will:

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
2. Provide accurate information to us and keep it updated;
3. Use your real name on your profile; and
4. Use the Services in a professional manner.

### **6.2. Don’ts**

You agree that you will *not*:

1. Create a false identity on Intch, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), create multiple accounts or use or attempt to use another’s account;
2. Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
3. Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
4. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of Intch;
5. Reply multiple times to the same request to gain additional social capital;

6. Make multiple intros to the same Intch Members to gain social capital;
7. Use 2 or more accounts to earn Social Capital;
8. Sell social capital to other users via money transfers, cash or other means of payment;
9. Disclose information that you do not have the consent to disclose (such as confidential information of others);
10. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
11. Violate the intellectual property or other rights of Intch, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word “Intch” or our logos in any business name, email, or URL;
12. Post anything that contains software viruses, worms, or any other harmful code;
13. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
14. Imply or state that you are affiliated with or endorsed by Intch without our express consent (e.g., representing yourself as an accredited Intch trainer);
15. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without Intch’s consent;
16. Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without Intch’s consent;
17. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
18. Monitor the Services’ availability, performance or functionality for any competitive purpose;
19. Engage in “framing,” “mirroring,” or otherwise simulating the

appearance or function of the Service;

20. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);

21. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);

## **7. Complaints Regarding Content**

Contact information for complaints about content provided by our Members.

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content posted by our Members.

## **8. How To Contact Us**

For general inquiries, legal notices or service of process you may contact us via [support@intch.org](mailto:support@intch.org)

## **9. SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS**

Intch, Inc (hereinafter, “We,” “Us,” “Our”) is offering a mobile messaging program (the “Program”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the “Agreement”). By opting in to or participating in any of our Programs, you accept and agree to these terms and conditions, including, without limitation, your agreement to resolve any disputes with us

through binding, individual-only arbitration, as detailed in the “Dispute Resolution” section below. This Agreement is limited to the Program and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

**User Opt In:** The Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By participating in the Program, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”). **Message and data rates may apply.**

**User Opt Out:** If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

**Duty to Notify and Indemnify:** If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these terms and conditions. You further agree that, **if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number.** This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs.

**YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.**

**Program Description:** Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing and sale of digital and physical products, services, and events.

**Cost and Frequency:** Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

**Support Instructions:** For support regarding the Program, text “HELP” to the number you received messages from or email us at [support@Intch.org](mailto:support@Intch.org).

Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the procedures set forth above.

**MMS Disclosure:**The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

**Our Disclaimer of Warranty:**The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

**Participant Requirements:**You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

**Age Restriction:** You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent's or legal

guardian's permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

**Prohibited Content:** You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
- Any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.

**Dispute Resolution:** In the event that there is a dispute, claim, or controversy between you and Us, or between you and Stodge, LLC d/b/a Postscript or any other third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, this Agreement, or the breach, termination, enforcement, interpretation or

validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Wilmington, Delaware before one arbitrator.

The parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect. Except as otherwise provided herein, the arbitrator shall apply the substantive laws of the Federal Judicial Circuit in which Intch, Inc’s principle place of business is located, without regard to its conflict of laws rules. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years’ experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act (“FAA”). The parties also agree that the AAA’s rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator shall have the power to order one party to pay all or any portion of such fees as part of a well-reasoned decision. The parties agree that the arbitrator shall have the authority to award attorneys’ fees only to the extent expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both

parties, unless to protect or pursue a legal right. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

**Miscellaneous:** You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

Any new features, changes, updates or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.