

Minion Provider's Terms of Service

Effective Date: January 1st 2022

This website is operated by minionLogic, LLC. Throughout the site, the terms "minionLogic", "we", "us" and "our" refers to minionLogic, LLC. The term "you" refers to a minion provider. MinionLogic offers this website (The "Site"), including all information, tools and services available from this site to you conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

These Minion Provider's Terms of Service ("Minion Provider's Terms") are a legal agreement between you and minionLogic that govern use of and access to minionLogic's website ("The Site") and all services ("The Services"), online or offline that minionLogic agrees to provide to you in connection with the Site.

Please read these Minion Provider's Terms carefully before accessing or using our website. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any of our services. If these Minion Provider's Terms are considered an offer, acceptance is expressly limited to these Minion Provider's Terms.

Any new features or tools which are added to the current site shall also be subject to the Minion Provider's Terms. You can review the most current version of the Minion Provider's Terms at any time on this page. We reserve the right to update, change or replace any part of these Minion Provider's Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

By agreeing to these Minion Provider's Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of the Minion Provider's Terms will result in an immediate termination of your account and associated services.

If inconsistencies are present between these Minion Provider's Terms and any other information and/or promotional materials related to the site or our services, these Minion Provider's Terms will always govern and take precedence.

1. DEFINITIONS.

1.1 "Minion" means a minionLogic compliant SAAS object that can be registered and accepted for use by minionLogic and its clients.

1.2 "Client" means a third party that subscribes to and uses registered minion content in their web-based products.

1.3 "Provider" means an independent entity who possess, host, and register their minions for use by minionLogic.

1.4 "Content" means all material (including without limitation code, scripts, text, images, audio material, video material and audio-visual material) that a requested minion service creates.

2. SERVICES

2.1 Description

minionLogic provides a service through which clients can subscribe to and use minions to enhance the functionality of their web-based products. If a client selects and uses a provider's registered minion, minionLogic will pay the provider for the use of the minion in accordance with-in these Minion Provider's Terms.

2.2 Minion Usage

When a client selects and uses a registered minion, the provider receives, from a minionLogic proxy server, runtime options from the client needed to invoke the requested minion service and return the minion's resulting content back to the requesting client.

Providers operate and maintain their own equipment and internet access as needed to maintain a connection with the minionLogic proxy server and process minion service requests. Providers will ensure their minions

are always available for client's use and their service functions, as described by the provider during minion registration.

Provider will agree to irrevocably and unconditionally assign the applicable Client all rights, title, and interest in the provider's minion resulting content, that was requested by client, to use in any way that client legally sees fit.

2.3 Non-Circumvention, Non-Solicitation

During the period you maintain an account with minionLogic and for one (1) year thereafter ("Restricted Period") you agree that you will not attempt to induce or induce, attempt to solicit or solicit, attempt to indirectly solicit or indirectly solicit any Client to terminate or alter their relationship with minionLogic. Additionally, you agree that you will not directly or indirectly provide services (as an employee, contractor, or otherwise) to any Client who is or who has been in the past 12 (twelve) months a client of minionLogic. For each individual violation of this section of the Minion Provider's Terms you agree to pay minionLogic the greater of either \$5,000 USD or twenty (20) times the amount of your highest value invoice. You and minionLogic agree that because it would be very difficult to determine the harm caused to minionLogic in the event of you breaching the foregoing restriction you shall pay to minionLogic the amounts outlined in this section of the Minion Provider's Terms as liquidated damages, and not as a penalty.

2.5 Registration

You are able to access some online features of the services provided by minionLogic by creating an account on our site (your "Account"). Your account will have a username and password which you are entirely responsible for. You agree to not disclose your account password to any third party and that you are solely responsible for all and any actions taken by your account, regardless of if you provided authorization for said actions. If you become aware of any unauthorized access of your account you agree to contact minionLogic immediately at admin@minionLogic.com. You agree that all information that you provide to minionLogic during your account registration is true, accurate, current, and complete. minionLogic reserves the right to require you to change your password at any time for any reason.

2.6 Site License

minionLogic grants you a revocable, personal, limited, non-exclusive, non-transferable licence to access the site and our services. minionLogic expressly retains all ownership rights of all aspects of the site and you do not have rights to modify, obtain, possess, or control the source code of our site. You may only use the site while these Minion Provider's Terms remain in effect. After any termination or expiration of your agreement to these Minion Provider's Terms you shall have no rights of any kind to access the site or our services for any reason.

3. Content

3.1 Content Usage.

You grant minionLogic and applicable Clients a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your minion content in any existing or future media. You also grant minionLogic the right to sub-license these rights with the right to sublicense through multiple levels of sublicenses. You represent and warrant to minionLogic that you have written permission from the copyright holder to use your minion content or that you are the copyright holder yourself. You warrant that all moral rights in all of your minion content have been waived and you agree to indemnify and hold minionLogic, its members, managers, directors, officers, and employees for any violation of this provision and from any claim, action, or demand that arises with either minionLogic's or a Content Provider's use of the content as permitted in these Minion Provider's Terms. Your minion content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or minionLogic or a third party (in each case under any applicable law). minionLogic reserves the right to edit or remove any of your minion content that is submitted to this site, or stored on the servers of minionLogic for any reason at its sole discretion. You must not submit any minion content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

3.2 Content Removal

minionLogic reserves the right to delete, edit, move, or remove any minion content or Submissions that it in its sole discretion deems abusive, obscene, defamatory, in violation of the law, or is otherwise unacceptable to us.

4. Payment

4.1 Minion Service Pricing

MinionLogic clients will be charged for each client request to invoke a minion service. The client will maintain a valid pay method and their account will be debited for all charges accrued. All received and cleared charges collected for the use of a provider's minion service will be considered "**minion income**". Unpaid charges will be considered "**minion payment due**".

The amount charged to a client will be set at minionLogic's sole discretion. minionLogic will consider a minion's demand, popularity, quality, complexity, runtime, and availability as factors to determine a fair value for the minion's service. To entice clients, minionLogic may also offer clients free use trials for a period of time.

Providers may also declare, to minionLogic, a minion's service to be free of charge to clients. A reason to do this is to encourage a client to use a provider's mix of free and premium minions.

4.2 Minion Service Charges

minionLogic is charged by its proxy server provider a fee to connect to and communicate with a provider's minion service. This fee will be paid for by minionLogic for the first second of compute power used to invoke the provider's minion and return its resulting content. After that time, any extra compute time required to complete the provider's minion service will be considered an "**excessive compute fee**" to the provider. Note: the majority of minions run under a second, but there are minions that run long by necessity. Approved long running minions will typically cost the client more to request and cover the "excessive compute fee".

4.3 Provider Payment

A royalty for each valid client request of a minion will be credited to the providers account in the following amount:

For non-exclusive use minions:

“minion income” X 60% - “excessive compute fees”

For exclusive use minions:

“minion income” X 70% - “excessive compute fees”

In the case that a calculated royalty amount is less than \$0, the royalty amount will be rounded up to \$0.

To receive payment of your account credits, it is your responsibility to submit to providerpayments@minionLogic.com an invoice to minionLogic for the remaining balance in your account. An invoice cannot be submitted more frequently than every 30 days. Non-invoiced account balances after providers account have been closed or terminated will be paid at minionLogic's discretion.

All payments will be paid via PayPal without exception to the email address you have provided to minionLogic. All payments will be made in US Dollars in accordance with the payment schedule set out in the site. minionLogic is not responsible for a delay in payment due to errors in processing related to your relationship with PayPal. To be paid you must maintain an active PayPal account and provide minionLogic with accurate and complete billing information. If the information you provide minionLogic is found to be false or fraudulent minionLogic reserves the right to terminate your use of the Services and your access to the Site (in addition to seeking any other legal recourse). minionLogic is not responsible for any expenses, charges, or other fees that are the result of payments from minionLogic. minionLogic is not responsible for any expenses, charges, fees, or other costs that are the result of a delay in payment to you from minionLogic. If a payment is rejected by PayPal it is your responsibility to contact PayPal to confirm and ensure the security of your PayPal account, after which minionLogic will attempt to resend payment upon your written request. You are responsible for claiming any “Unclaimed” funds from PayPal. minionLogic will not resend any payment until PayPal returns funds that were previously unclaimed. No adjustments will be made for disputed payments made more than 30 (thirty) days after the attempted payment.

5. Ineligible Minions

If minionLogic determines in its sole discretion that an minion you have registered is in violation of these Minion Provider's Terms, you will not be eligible for payment for said minion. In the event that you have received payment for an ineligible minion you agree to repay such amounts upon demand by minionLogic. You further agree that minionLogic may offset amounts from any other payment due or payable to you under this agreement.

6.Third Party Linking

minionLogic may facilitate your access to websites maintained by third parties with hyperlinks. Your access to and use of any Third-Party Online Services is governed by the terms, conditions, disclaimers, and notices found on each site or otherwise associated with such Third-Party Online Services. minionLogic does not control, endorse, or accept responsibility for Third Party Online Services. Any dealings between you and any third party in connection with a Third-Party Online Service, including such party's privacy policies and use of your personal information, delivery of and payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

7. Suspension and Termination.

minionLogic reserves the right to suspend or terminate your access to and use of the Site and Services, at any time, without notice, for any reason, including but not limited to (a) your breach of these Minion Provider's Terms, or any other policies or guidelines set forth by minionLogic, or (b) Conduct that minionLogic believes is harmful to other users of the Site or Services, or the business of minionLogic or other third-party information providers. Further, you agree that minionLogic shall not be liable to you or any third party for any termination of your access to the Site or Services. minionLogic reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that minionLogic shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. You may terminate your Account at any time by providing written notice to minionLogic or as otherwise provided

on the Site. Upon termination all of your rights to use the Site and Service shall immediately cease. In the event that your Account is terminated by minionLogic as a result of your violation of these Minion Provider Terms, minionLogic's payment obligations to you will immediately cease, including, any payment obligations for minion receipts after the date of such termination.

8. Content Provider Warranty

You represent, warrant, and covenant that: (a) neither your minion content will be subject to any restriction, mortgage, lien, claim, pledge, security interest, or encumbrance when submitted; (b) you will not grant, directly or indirectly, any right or interest in the minion content to any person other than Client; (c) you have full right, power, and authority to enter into and perform your obligations under these Minion Provider's Terms without the consent of any third party; (d) you will comply with all laws, regulations, and ordinances in your performance under these Minion Provider's Terms; (e) the minions are your own original works of authorship and Client's publication thereof will not infringe upon, violate, or misappropriate the intellectual property rights of any party.

9. Warranty Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: "YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, MINIONLOGIC AND ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTENT PROVIDERS, AND OTHER REPRESENTATIVES (COLLECTIVELY, "COMPANY AND ITS AFFILIATES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY AND ITS AFFILIATES MAKE NO WARRANTY THAT (I) THE SITE WILL MEET YOUR REQUIREMENTS, (II) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE

SITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY AND ITS AFFILIATES OR ON OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

COMPANY AND ITS AFFILIATES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE, INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION, (II) FOR ANY INCORRECT OR INACCURATE INFORMATION, (III) FOR ANY UNAUTHORISED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, (IV) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, OR (VII) FOR ANY OTHER MATTER RELATING TO THIS SITE OR ANY THIRD PARTY WEBSITE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MINIONLOGIC AND YOU. THE INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF THE COMPANY AND ITS AFFILIATES FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO MINIONLOGIC DURING THE 3 (Three) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. YOU AGREE THAT IT IS THE INTENTION OF YOU AND MINIONLOGIC THAT THIS PROVISION BE CONSTRUED AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW.

10. Distribution of Content.

You agree that you will not distribute any Content that: (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; is bigoted, hateful, or racially or otherwise offensive; is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or otherwise harms or can reasonably be expected to harm any person or entity; (b) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity; (c) infringes or violates any right of a third party including any copyright, patent, trademark, trade secret or other proprietary or contractual rights, right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity, or any confidentiality obligation; (d) contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Sites or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Sites; (e) does not generally pertain to the designated topic or theme of the Sites; (f) violates any specific restrictions applicable to a public forum, including its age restrictions and procedures; (g) is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet; or (g) fail to meet quality specifications as laid out on the Site.

11. Proprietary and Privacy Content Protection

minionLogic hereby notifies you that all the information, content, image files, software and materials on the Site may be protected by U.S and / or UK and / or international copyright and other intellectual property laws

and by other applicable laws, including privacy laws. MinionLogic is unable to provide you with permission to copy display or distribute material for which you do not own the copyright or other intellectual property rights. You may not copy or distribute such material without the written consent of the owner, and you are solely responsible for any copyright or other intellectual property law violations that you may incur as a result of your activities on the Site. MinionLogic has the absolute right to terminate your account or exclude you from any Site if you use our Services to violate the intellectual property rights or other rights of third parties. You agree to indemnify and hold minionLogic harmless for any violation of this provision.

12. Independent Provider

Your relation with MinionLogic is that of an independent provider. Nothing in these Minion Provider's Terms is intended to, or should be construed to, create a partnership, joint venture, or employer-employee relationship between you and minionLogic. You are not an agent of minionLogic and are not authorized to act on behalf of minionLogic. Without limiting the generality of the foregoing, you understand and agree:

(a) You are not entitled to benefits that minionLogic makes available to its employees, such as group insurance, profit-sharing, or retirement benefits.

(b) minionLogic will not withhold or make payments for U.S social security, make U.S unemployment insurance or U.S disability insurance contributions, or obtain U.S workers' compensation insurance on your behalf.

(c) minionLogic will not withhold or make payments for Federal Income Tax withholdings on your behalf.

(d) You are solely responsible for filing all tax returns and submitting all payments as required by any federal, state, or local tax authority arising from the payment of fees to you under these Minion Provider's Terms, and you agree to do so in a timely manner. minionLogic will report the fees paid to you under these Provider Terms upon written request.

(e) You will comply with all applicable federal, state, and local laws governing self-employed individuals, including laws requiring the payment of taxes, national insurance withholdings, social security, disability, and other contributions.

13. Indemnity

You agree to indemnify, and hold minionLogic, its officers, directors, employees, agents, and Clients harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (a) your access to or use of the Site or Services; (b) your violation of these Minion Provider's Terms; (c) your violation of any third party right, including without limitation any intellectual property right or any publicity, confidentiality, property or privacy right; (d) any claim that your use of the Site or Services caused damage to a third party, or (e) any claim that a Submission or Minion is not your own original content.

14. Liability

14.1

YOU ACKNOWLEDGE THAT YOUR ACCESS TO AND USE OF THE SITE OR SERVICES AND ANY RELIANCE UPON EITHER IS AT YOUR SOLE RISK. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL MINIONLOGIC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, IMAGES, DATA OR OTHER INTANGIBLES, EVEN IF MINIONLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OR THE INABILITY TO USE THE SITE OR THE SERVICES, FROM ANY CHANGES TO THE SITE OR THE SERVICES OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT DOWN-TIME AND COMPUTER VIRUSES ARE RISKS INHERENT IN THE USE OF THE INTERNET AND SOFTWARE PRODUCTS, AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE HARMS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT YOU MAY BE DISCLOSING SENSITIVE, PRIVATE AND CONFIDENTIAL INFORMATION ABOUT YOURSELF OR YOUR ORGANIZATION IN YOUR USE OF THE SITE AND THE SERVICES AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR RELEASE OF SUCH CONTENT.

14.2

IF YOU ARE DISSATISFIED WITH THE SITE OR THE SERVICES OR WITH ANY OF THESE CONTENT PROVIDER TERMS, OR FEEL MINIONLOGIC HAS BREACHED THESE PROVIDER TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICES. THE TOTAL LIABILITY OF MINIONLOGIC TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THESE PROVIDER TERMS OR USE OF THE SITE OR THE SERVICES SHALL NOT EXCEED THE AMOUNT PAYABLE BY MINIONLOGIC TO YOU FOR MINIONS PROVIDED AND SELECTED BY CLIENT(S) IN ACCORDANCE WITH THESE MINION PROVIDER'S TERMS. IT IS THE INTENTION OF YOU AND MINIONLOGIC THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW.

14.3

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. Miscellaneous

15.1 Modification.

minionLogic reserves the right, at its discretion, to modify these Minion Provider's Terms at any time by posting revised Minion Provider's Terms on the Site and by providing notice via e-mail, where possible, or on the Site. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of our site and services following such modification constitutes your acceptance of the terms and conditions of this Agreement as modified.

15.2 Applicable Law and Dispute Resolution.

These Minion Provider's Terms shall be governed by the laws of the United States state of Wyoming without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. If you believe that minionLogic has not adhered to these Minion Provider Terms, please contact us by e-mail at admin@minionLogic.com and we will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation. If you and minionLogic are unable to reach a resolution to the dispute, you and minionLogic will settle the dispute exclusively under the rules of Wyoming

State. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. YOU AND MINIONLOGIC AGREE THAT ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN MINIONLOGIC AND YOU INDIVIDUALLY. Further, unless both you and minionLogic otherwise agree in writing, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or the Services or these Provider Terms must be brought, if at all, within one year from the accrual of the claim or cause of action or be forever barred.

15.3 Enforcement

If any legal action is brought to enforce these Provider Terms, the prevailing party will be entitled to reimbursement of its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive from the other party; provided, however, that such recovery is to be proportional to the number of claims on which the party actually prevailed in relation to the total amount of claims alleged, pursued, or brought by that party.

15.4 Force Majeure

Except for any payment obligations, neither you nor MinionLogic will be liable for failure to perform any obligation under these Minion Provider's Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

15.5 Waiver

The failure of either party to insist upon or enforce strict performance of any of the provisions of these Minion Provider's Terms or to exercise any

rights or remedies under these Minion Provider's Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

15.6 Construction

The headings of sections in these Minion Provider's Terms are for your convenience. They are not to be used in interpretation.

15.7 Contact

MinionLogic is located in London, United Kingdom. Any questions, comments or suggestions, including any report of violation of these Minion Provider's Terms should be provided to the Administrator via email at admin@minionLogic.com

15.8 Entire Agreement

These Minion Provider's Terms constitute the entire agreement between you and MinionLogic and they govern your use of the Site and the Services. These Minion Provider's Terms supersede any prior agreements between you and minionLogic.

If any provision of these Minion Provider's Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Minion Provider's Terms shall otherwise remain in full force and effect and enforceable.