TERMS OF SERVICE:

NEXTKEY STATS, LLC: TERMS OF USE WITH BINDING ARBITRATION AND WAIVER OF THE RIGHT TO A JURY TRIAL

WELCOME! Thank you for visiting the Website of NextKey Stats, LLC ("NextKey Litigation" or "Company") containing among other things our: Privacy Policy, Terms of Use Policy and Binding Arbitration with Waiver of Right to a Jury Trial Policy. These three provisions are an integral and key part of NextKey Litigation Website. Our Terms of Use and our Privacy Policy provide information about the services that we offer, general information, certain important resources, and allow you to contact us. The Binding Arbitration provision provides the sole method for a resolution of disputes in the unlikely case any should occur. NOTE: the Binding Arbitration includes a Waiver of the Right to Jury Trial. These Policies govern your use of our websites. Please read all provisions as they set forth the rules and terms of using the NextKey Litigation Website.

We are not lawyers or a law firm but rather a marketing company that assist specific lawyers, law firms and others to obtain potential case leads. NextKey Litigation runs media advertisements in the United States with the goal of providing personal injury victims an opportunity to learn about various lawyers and law firms that are actively involved in Personal Injury Law Practice in their area. This allows claimants the chance to compare firms and then select the lawyers/law firm they may want to represent them. By its very nature, this is an Interstate Commerce matter and Viewer acknowledges that this Website evidences business transactions involving Interstate Commerce. Since NextKey Litigation and Viewers of this Website agree to resolve any dispute through binding arbitration, the Federal Arbitration Act FAA), 9 USC §1 et seq., shall govern the interpretation, enforcement of such proceedings; See paragraph 25 below.

Therefore, any dispute arising out of the services rendered and the use of this Website shall be decided by Binding Arbitration; See Paragraph 25 below. Also, THE PARTIES WAIVE THE RIGHT OF JURY TRIAL; AND FURTHER WAIVE ANY RIGHT THAT IT MAY HAVE TO ASSERT THE DEFENSE OF FORUM NON-CONVENIENS.

Many Viewers of this Website aka potential Claimants, may employ lawyers, law firms and others after using our Website. However, such law firms are separate and independent from us with their own Websites, agreements and terms. As we are not related entities, you will have to review their sites and agreements to understand their Policies and Terms. In the normal course of business, most Viewers/claimants will quickly be given the names of law firms from which they may choose to employ as their attorney. As a consequence, NextKey Litigation will have only a small amount of personal data obtained from potential Claimants and all or most of that data will promptly be made available to those law firms. That data will not be considered Confidential as to those law firms, NextKey Litigation, call centers or other entities involved in this process. More detailed information can be found in our Privacy Policy, please click here.

TERMS OF USE FOR NEXTKEY STATS, LLC

INTRODUCTION. Thank you for visiting the website of NextKey Stats, LLC ("NextKey Litigation" or "Company"). We operate as a Limited Liability Company. We are not lawyers or a law firm but rather a marketing company that assist specific lawyers, law firms and others to obtain potential case leads. All references to "websites" or "Site" include Company websites that post a link to our Terms of Use and our Privacy Policy, including this website, other Company owned and/or operated websites but not sites of third parties even if referenced in our Site. Our Terms of Use and our Privacy Policy provide information about the services that we offer, general information, certain resources, and allow you to contact us. Also, this Terms of Use and our Privacy Policy governs your use of our websites as noted below.

1. BINDING EFFECT. By using the Internet site located at www.nextkeylitigation.com (the "Site") and any services provided in connection with the Site (the "Service"), you agree to abide by these Terms of Use as they may be amended by NextKey Litigation from time to time in its sole discretion. NextKey Litigation will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review both these Terms of Use (and Privacy Policy noted below) periodically, and if at any time you find these Terms of Use and/or our Privacy Policy unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT. You also agree to be bound by the Terms of Use and the Privacy Policy. This is a binding agreement as if it were a written contract.

2. PRIVACY POLICY. NextKey Litigation respects your privacy and generally permits you to control the treatment of your personal information that is provided to us as part of your case data. A complete statement of Company's current privacy policy can be found by clicking here. Company's privacy policy is expressly incorporated into this Agreement by this reference.

3.

A. This is an Advertisement for legal services. The hiring of a lawyer is an important decision that should not be based solely upon advertisements. No representation is made that the quality of legal services to be performed is greater than the quality of legal services performed by other lawyers. Do not use this site as a substitute for seeking your own legal advice or making your own investigation of facts. Again, this is an advertisement. Information from this website or data provided to the sites is not subject to the attorney-client privileged (we are not attorneys) and does not constitute legal advice. The transfer of such data to a law firm does not create an attorney-client relationship with such a firm which will only happen when a Retainer Agreement is signed by you with a law firm. Any initial information provided to NextKey Litigation is done so voluntarily and will not be considered nor treated as confidential.

B. No Guarantee as to the accuracy of data given. Fees, recovery totals and all other firm details have been provided by each law firm on their own accord. NextKey Litigation does not guarantee the accuracy of any information provided but believes it to be accurate. All fees listed are represented as contingency fees, although clients may still be responsible for payment or reimbursement of costs and expenses, such as court filing fees, deposition costs, etc. Attorney Reimbursements vary between law firms and will be detailed and outlined in any contracts you sign with a particular firm. Note that the calculation of Law Firm reimbursements may be done in different ways so you should ask any counsel that you select to first explain their method of calculation and ask them to answer any other questions you might have before you enter into a written contract with such Law Firm. Also, such Law Firm data may change from time to time and while we may attempt to update such information no assurance can be made that the Website is up to date when you view it.

C. NextKey Litigation assumes no liability for services provided by Law Firm obtained from our services. NextKey Litigation assumes no liability for any advice given to you by a law firm or for any actions taken by a lawyer that you may retain through this advertisement. In no case is there a: warranty, guarantee or prediction of outcome of your claim made by NextKey Litigation.

4. HONEST USE AND OPENING ACCOUNTS. You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

5. USE OF SOFTWARE. NextKey Litigation may make certain software available to you from the Site but is not required to do so. If it becomes available and you download software from the Site, the software, including all files and images contained in or generated by the software, and accompanying data (collectively, "Software") are deemed to be licensed to you by Company, for your personal, noncommercial, home use only. NextKey Litigation does not transfer to you either the title or the intellectual property rights to the Software, and NextKey Litigation retains full and complete title to the Software as well as all intellectual property rights therein. You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form. All logos and names are owned by NextKey Litigation or its licensors and you may not copy or use them in any manner without prior written approval.

6. USER CONTENT. {The following paragraph only applies to content that is not part of the case or injury data that you may otherwise provide to our Website. Case or injury data you provide is governed by our Privacy Policy.} You grant Company a license to use the materials you publicly post to the Site or Service. By posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content ("User Content") to the Site or Service, you are granting Company, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the Internet business of Company, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content. You will not be compensated for any User Content. You agree that NextKey Litigation may publish or otherwise disclose your name in connection with your User Content. By posting User Content on the Site or Service, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

You grant to NextKey Litigation the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, summarize, publish in searchable format, and remove such User-Generated Content and combine same with other materials; and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. In order to further effect the rights and license that you grant to the Company to your User-Generated Content, you also hereby grant to the Company, and agree to grant to the Company, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section.

NextKey Litigation may now or in the future offer users of the websites the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the websites (collectively, "submit") messages, text, illustrations, files, images, articles, blogs, books, course materials, graphics, photos, comments, responses, sounds, music, audio, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, "User-Generated Content "). Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

You agree that: (a) your User-Generated Content will be treated as non-confidential regardless of whether you mark them "confidential," "proprietary," or the like and will not be returned, and (b) the Company does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content.

The Company may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and the Company may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms, including without limitation, the content restrictions set forth below in the Community Rules (defined in Section 4 (B)). Such User-Generated Content submitted by you or others need not be maintained on the websites by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the websites or elsewhere.

7. YOU AGREE NOT TO RELY ON INFORMATION CONTAINED ON THE WEBSITES. The information provided on the websites is general in nature and does not apply to any particular factual, legal, medical, financial, insurance, or other situation. As such, you should not rely on any information on our websites, but rather you should seek professional advice as you determine appropriate. In particular, you should consult personally and directly with:

· An attorney to understand what your legal rights may be in any particular situation; You are also encouraged to consult with legal counsel of your choice as to any matter stated in this Website and by any attorney you later consult with from this service and Site.

· Appropriate medical, health, counseling, or other professionals for any medical, health, counseling, or other similar advice. For example, if you submit an inquiry directed to anyone or a professional through one of our websites, the response is for your general information only and should not be relied on; and

· appropriate insurance or financial professionals for advice related to insurance or any financial matters.

Any opinions expressed by an attorney you may find from this Website may not reflect the opinions of the NextKey Litigation and may not be accurate; See these Terms and Conditions generally and also paragraphs 3, 12 - 16. Although we will try to keep the content on the websites relevant and useful, laws are often changing, services offered by attorneys changes, attorney personnel changes and other relevant factors may change. Therefore, we cannot and do not guarantee that all of our content is complete, accurate or current.

8. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

9. INAPPROPRIATE CONTENT. You shall not make the following types of Content available that is in any way a response to or part of NextKey Litigation content. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

10. COPYRIGHT INFRINGEMENT. Company has in place certain legally mandated procedures regarding copyright infringement occurring on the Site or with our Service. Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Company or of any related third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must promptly provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate as stated under penalty of perjury, (g) that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company's designated agent by Certified Letter Return Receipt Requested to:

NextKey Stats, LLC

Legal Department

[ADDRESS LINE 1]

[CITY, ST ZIP]

info@nextkeylitigation.com

11. ALLEGED VIOLATIONS. Company reserves the right to terminate your use of the Service and/or the Site. To ensure that Company provides a high quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.

12. NO WARRANTIES. COMPANY HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

13. LIMITED LIABILITY. NextKey Litigation's LIABILITY TO YOU IS LIMITED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO: SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY COMPANY. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

The limitation on liability shall include injury to persons or property or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

1. the websites (including the Content and the User-Generated Content), whether arising from alleged negligence, breach of contract or defamation;
2. your use of or inability to use the websites, or the performance of the websites;
3. any action taken in connection with an investigation by the Covered Parties or law enforcement authorities regarding your access to or use of the websites;
4. any action taken in connection with copyright or other intellectual property owners or other rights owners;
5. any errors or omissions in the websites' technical operation, including data security breaches or disclosures of any personal information submitted at the websites; or
6. any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if the Covered Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the websites and computers).

14. WEBSITE ATTORNEYS ARE SEPARATE FROM NEXTKEY LITIGATION. All attorneys retained from this service are independent contractors that are separate and not a part of Company. Company believes that they are qualified to act as legal counsel in the subject matter they are employed in but Company has not made an investigation in all related aspects in law that may apply to any given case. Under Texas Law attorneys must disclose to their clients if they do not have Professional Liability Insurance. NextKey Litigation encourages clients to discuss such matters with their legal counsel. In other states potential clients should make an inquiry of any potential attorney if they have such insurance. Company cannot guarantee the result of any given case and as noted herein (but not repeated here) Company assumes no liability with respect to any case or matter.

15. OTHER SITES. Company has no control over, and no liability for any third party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Company nor the Site has control over the content and performance of these partner and affiliate sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

16. PROHIBITED USES. Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

17. INDEMNITY. You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from any damage to you and all related person arising from your access to or use of the Site; or your violation of these Terms of Use; or your infringement, or infringement by any other user of your account of any intellectual property or other right of any person or entity.

18. COPYRIGHT. All contents of Site or Service are: Copyright © 2024, NextKey Stats, LLC, [ADDRESS, CITY, ST ZIP]. All rights reserved.

19. GOVERNING LAW. These Terms of Use shall be construed in accordance with and governed by the laws of the United States as more specifically listed in paragraph 25 (C) (9) without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the Federal Courts of the Southern District of Texas but if Federal jurisdiction is not available then to the Superior Courts in the County of Harris, located in Bellaire, Texas, USA as to all disputes arising out of or related to the use of the Site or services of NextKey Litigation. Note that there is mandatory Arbitration related to this agreement; See paragraph 25 below.

20. SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

21. NO LICENSE. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

22. TEXAS USE ONLY. The Site is controlled and operated by Company from its offices in the State of Texas. Company makes no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than Texas.

23. MODIFICATIONS. Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

24. ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM. The indemnification obligations and all other paragraphs in the Terms & Conditions shall survive the termination or expiration of this Agreement.

25. BINDING ARBITRATION AS TO ALL MATTERS.

This clause and the Terms of Use shall be deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and the FTC agree that we intend that this Website satisfies the "writing" requirement of the Federal Arbitration Act. This Section and Website can only be amended by later action of NextKey Litigation.

(A) First - Try to Resolve Disputes. If any controversy, allegation, or claim arises out of or relates to the websites, the Content, your User-Generated Content, or these Terms, whether heretofore or hereafter arising (collectively, " Dispute"), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this provision to proceed further. Your notice to us must be sent to: NextKey Stats, LLC, [ADDRESS, CITY, ST ZIP] Attn: Legal Dept. For a period of sixty (60) days from the date of receipt of notice from the other party, NextKey Litigation and you will engage in a dialogue in order to attempt to resolve the Dispute, though nothing will require either you or the Company resolve the Dispute on terms which you and the Company, in each of our sole discretion, are not comfortable with under the circumstances.

(B) Alternative Dispute Resolution; Forums. Mindful of the high cost of litigation, not only in dollars but also in time and energy, the parties intend to and do hereby establish an exclusive out-of-court dispute resolution procedure. Any dispute, claim or controversy arising out of or relating to this Website, or any service provided by NextKey Litigation, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of matters contained in this and related websites, if any, or services provided, shall be determined by binding arbitration conducted by [name of arbitration service], located at: [location of arbitration service] (Phone [phone]), who shall appoint one qualified person as the Arbitrator.

(C) The Parties agree to the following Arbitration Procedures & Rules:

1. THE PARTIES WAIVE THE RIGHT OF JURY TRIAL; AND FURTHER WAIVE ANY RIGHT THAT IT MAY HAVE TO ASSERT THE DEFENSE OF FORUM NON-CONVENIENS.

2. The case Arbitrator shall be designated solely by ADR Services Inc. The number of arbitrators shall be one (1), to be appointed by [name of arbitration service]. In the conduct of this matter the Parties shall first look to the Rules set forth herein. If there is not an applicable Rule in this or a related document, then the Parties and Arbitrator will next look to the Federal Arbitration Law, then next to the Federal Rules of Evidence, then the Federal Rules of Civil Procedure and lastly to the Rules of ADR Services Inc.

3. SERVING NOTICE: Each party agrees that the initial notice or process necessary for initiation of an arbitration, or any court action in connection therewith, or notice of entry of judgment on any award, may be served by personal service or by Certified Mail Return Receipt requested addressed to us at: NextKey Stats, LLC, [ADDRESS, CITY, ST ZIP] and any other Party's last known address. A copy shall also be sent to: [name of arbitration service], located at: [location of arbitration service] (Phone [phone]). Thereafter the Arbitrator and/or the parties may consent to the use of any written forms of electronic communication such as email to give the notices required by any rules applicable to these proceedings provided that such service affords the party with reasonable opportunity to be heard in the arbitration. The arbitration will take place as noticed by [name of arbitration service] regardless of whether one of the parties fails or refuses to participate.

4. Arbitration in Absence of a Party. The arbitration may proceed after verification of service of an initial notice to Arbitrate even if the Responding Party does not: appear or file a response and fails to appear or obtain a continuance. The Arbitrator shall have the authority and power to proceed Ex Parte or otherwise the event that either party fails, after reasonable notice, to attend hearings before him or her. Also, should either party refuse or fail to participate in the arbitration, notwithstanding notice in accordance with the applicable law or rules, the Arbitrator shall in all such cases issue any award supported by the evidence presented by the appearing party including a Dismissal with Prejudice to the claims of a non-responding or non-appearing Party.

5. The Party requesting Arbitration must pay the initial ADR fee and request an initial Conference between the Arbitrator and the Parties. After said conference the imitating party shall pay in full the rest of their fee as requested by [name of arbitration service]. Failure to do so shall result in a Default Judgment in favor of the other Party.

6. Prehearing Conference: Upon application of any party, the Arbitrator shall schedule a prehearing conference with the arbitrator and the Parties for the purpose of establishing a discovery schedule, arranging for law and motion proceedings, narrowing the issues, and expediting resolution of the matters in dispute. Thirty (30) days after such conference either party make file a such dispositive motions as would be permitted by the Federal Rules of Civil Procedure without obtaining permission from the arbitrator. Upon the filing of any dispositive motion, the arbitrator may stay all further action and deadlines in the arbitration until deciding such motion.

7. The Parties grant the Arbitrator jurisdiction to rule on the arbitrability of any disputed issue and on repose, statute of limitations or any other time-barrier raised by either party. All fees and expenses of the Arbitrator shall be borne by the parties equally and the Parties agree to make a prompt deposit of fees as requested. Each party shall bear the expense of: [name of arbitration service]. fees, its own counsel, experts, witnesses, and preparation and presentation of proofs. The Arbitrator does not have the power to award attorney fees and costs to the prevailing party except if the arbitrator finds that a party's claim, or actions during discovery, or appeal was frivolous, or was asserted in bad faith, or pursued for purposes of harassment, the Arbitrator shall then award the opposing party its attorneys' fees, costs, and expenses including arbitration costs.

8. The place of arbitration shall be [place of arbitration city, state], and the language of arbitration shall be English. The matter may be heard in San Jose, California, if agreed upon by the Parties.

9. The Arbitrator shall only allow evidence that is relevant and material to the dispute, giving the evidence such weight as is appropriate. The Arbitrator shall exclude testimony, and all other evidence that is: immaterial, hearsay, speculative, repetitive, absent a required foundation, privileged, otherwise not admissible, was not properly disclosed during discovery/ and for similar reasons under the laws and rules noted above. The Arbitrator shall be guided in all matters by the following in order of priority: First the Rules contained herein, next the Federal Arbitration Act, next the Federal Rules of Evidence, next Federal Code of Civil Procedure, next [name of arbitration service]. Arbitration Rules and lastly if there is no applicable substantive or procedural rule then the laws of the State of California.

10. Limited Discovery: Limited discovery shall be permitted including only one request for production of nonprivileged documents relevant to the subject matter of not more than 35 items including sub-parts. One Request for Answers to Interrogatories of not more than 25 items including sub-parts. Service of such requests must be made 25 days prior to the production /response date and no later than 90 days before the hearing. Discovery shall be limited to the deposition of Claimant and Respondent only. Additional discovery, if any, may be ordered by the Arbitrator based on the reasonable need for the requested information, the availability of other discovery options and the burden on the party from whom the discovery is requested.

Pre-Trial Disclosure. At a time designated by the Arbitrator, but not less than 25 days before the Evidentiary Hearing, the parties shall provide to the other Party: 1.) List of witnesses each party intends to call along with a summary of their testimony; 2.) Copies of all documents that the party intends to introduce at the hearing to support its claims or defenses along with a summary of the content; 3.) List of witnesses with a summary of his or her testimony; 4.) List of not more than two expert witnesses per side with a detailed summary of his or her testimony. All issues regarding compliance with discovery requests shall be decided by the Arbitrator. Failure to provide Discovery shall be grounds for sanctions.

11. BIFURCATION: The parties agree that the Arbitrator shall first rule as to liability before receiving any evidence or testimony on any damage claim unless the Arbitrator for good cause finds that unnecessary. However, the Parties may conduct Discovery as to Damage issues unless the Parties agree to suspend or the Arbitrator suspends Damage discovery for good cause. If liability is found, the arbitration shall continue before the same Arbitrator at a later date to resolve all damage issues.

12. DECISION. The Arbitrator shall have no authority to award including and without limitation: issuance of an injunction, specific performance, the awarding of punitive damages, other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding or award that does not generally follow the terms and conditions of the Website. The arbitration award shall be in writing and shall specify the factual and legal bases for the award including findings of fact and conclusions of law. The arbitrator shall not have the authority to commit errors of law or legal reasoning. The award of the Arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the Federal Arbitration Act.

However, appropriate equitable relief may for good cause be granted at any time to NextKey Litigation in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to its websites, any content thereof and/or the Company's intellectual property rights (including even if they are in dispute) and/or the Company's rights listed in the non-Arbitration paragraphs specifically including but not limited to those in Paragraphs: 4-18, and 21.

13. Upon a showing of good cause, the Arbitrator shall be empowered to impose reasonable sanctions and to take other actions with regard to the parties that the arbitrators deem necessary to the same extent that a judge could, pursuant to the Federal Rules of Civil Procedure.

14. CONFIDENTIALITY. Except as may be necessary to register for arbitration and/or enforce the award, neither a Party nor an Arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties.

15. The Arbitrator shall consider evidence that he or she considers relevant and material to the dispute, giving the evidence such weight as is appropriate. The Arbitrator shall be guided in that determination by legal principles contained herein: See paragraph 9 immediately above.

{END Of ARBITRATION RULES}

26. The Terms of Use is be binding on you, your heirs, successors, and assigns. Also, these rules shall survive any termination of this service and/or the provision of any service to you rendered to you for a period of six (6) years.

27. Digital Millennium Copyright Act

Notification. If you are a copyright owner or an agent thereof and believe that any Content at the websites, including any User Generated Content, infringes upon your copyright, you may submit a written notification pursuant to the Digital Millennium Copyright Act ("DMCA") (see 17 U.S.C. 512(c)(3) for further information) by providing our Copyright Agent (listed below) with the following information:

· an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

· a description of the copyrighted work claimed to have been infringed or if multiple copyrighted works are covered by a notification, a representative list of such works at our websites.

· a description of the location on the websites of the allegedly infringing material(s); (iv) your address, telephone number, and email address

· a written statement that you have a good faith belief that use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; that such materials for which you claim a copyright infringement were not in fact copied by you from some other third party such as in the aviation industry, and

· a written statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

The Company's designated Copyright Agent for notice of claims of infringement is:

Copyright Agent

c/o General Counsel

NextKey Stats, LLC

[ADDRESS LINE 1]

[CITY, ST ZIP]

Only notices of alleged copyright infringement should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to the Company's Client Services Department. You acknowledge that if you fail to comply with all of the notice requirements of the DMCA, your notice may not be valid.

Counter-Notification. If you believe that any User Generated Content of yours that was removed is not infringing, or that you have the appropriate rights from the copyright owner or third party, or pursuant to the law, to post and use the material in your User Generated Content, you may send a counter notification containing the following information to the Copyright Agent:

· your physical or electronic signature

· identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled

· a statement(under penalty of perjury) that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the material

· your name, address, telephone number, and e-mail address, along with a statement that you consent to the jurisdiction of the federal court in San Francisco, California and a statement that you will accept service of process from the person who provided notification of the alleged infringement

If a counter notification is received by the Copyright Agent, the Company may send a copy of such counter notification to the original notifying party. The original notifying party shall have ten (10) business days to file an action for copyright infringement and seek a court order against the content provider or user posting such material. If no such infringement action is filed within such 10 business days, we may, in our sole discretion, reinstate the removed material or cease disabling such material.

In accordance with the DMCA and other applicable law, the Company may, in appropriate circumstances, terminate access, at the Company's sole discretion, of any user that we find to be a repeat infringer of others copyrights. The Company may also, in its sole discretion, limit or fully terminate access to the websites of any user infringing the intellectual property rights of others, regardless of whether such user is a repeat offender or not.

28. Questions and Customer Service

If you have a question regarding using one of our websites, you may contact our Client Service Department at [ADDRESS, CITY, ST ZIP]

or by email at info@nextkeylitigation.com.

29. Waiver of Injunctive or Other Equitable Relief

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE WEBSITES, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY THE COMPANY (INCLUDING YOUR LICENSED USER-GENERATED CONTENT) OR A LICENSOR OF THE COMPANY.

30. Updates to Terms

These Terms, in the form posted at the time of your use of the applicable websites to which it applies, shall govern such use. AS OUR WEBSITES EVOLVE, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE WEBSITES MAY BE MODIFIED AND WE MAY CEASE OFFERING THE WEBSITES UNDER THE TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE WEBSITES YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE WEBSITES (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE WEBSITES AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE CURRENT TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms of Use each time you use the websites (at least prior to each transaction or submission). Additional terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page which you agree is a reasonable manner of providing you notice. You can reject any new, revised or additional terms by discontinuing use of the websites and related services.

31. General Provisions

(A) The Company's Consent or Approval. As to any provision in these Terms that grants the Company a right of consent or approval, or permits the Company to exercise a right in its "sole discretion," the Company may exercise that right in its sole and absolute discretion. Note that the Company's consent or approval may be deemed to have been granted by the Company without being in writing and signed by an officer of the Company except in the case of a specific request of a Party or person and for which a party or person has an interest in such matter.

(B) Indemnity. You agree to, and you hereby, defend, indemnify, and hold the Covered Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Covered Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content;(ii) your use of the websites and your activities in connection with the websites; (iii) your breach or alleged breach of these Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the websites or your activities in connection with the websites; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) the Covered Parties' use of the information that you submit to us (including your User-Generated Content) (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by the Covered Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, the Covered Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. The Covered Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Covered Party. The indemnity does not apply to events arising directly from an attorney-client relationship, if any, that may be entered between you and the Company on the terms described herein.

(C) Operation of Websites; Availability of Products and Services; International Issues. The Company controls and operates the websites from its U.S.-based offices in the U.S.A., and the Company makes no representation that the websites are appropriate or available for use beyond the U.S.A. If you use the websites from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

(D) Severability; Interpretation. If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms, the word will be deemed to mean "including, without limitation". The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

(E) Communications. When you communicate with us electronically, such as via

e-mail and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

(F) Investigations; Cooperation with Law Enforcement; Termination; Survival. The Company reserves the right, without any limitation, to: (i) investigate any suspected breaches of its websites' security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms,(iii) investigate any information obtained by the Company in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms, and (vi) discontinue the websites, in whole or in part, or, except as may be expressly set forth in any additional terms, suspend or terminate your access to it, in whole or in part, including any user Accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to the Company under these Terms or any Additional Terms. Upon suspension or termination of your access to the websites, or upon notice from the Company, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the websites. The provisions of these Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to the Company in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

(G) Assignment. The Company may assign its rights and obligations under these Terms, in whole or in part, but only in writing, to any party at any time without any notice. The Terms and Conditions herein may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of the Company.

(H) No Waiver. Except as expressly set forth in these Terms, (i) no failure or delay by the Company in exercising any of rights, powers, or remedies will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any provision contained in the Terms & Conditions will be effective against Company unless in writing and signed by an officer of NextKey Litigation.

Effective Date: These Terms were last revised on August 6, 2025.