

Parrots' Fight Club Terms

1. Introduction

Welcome to the Parrots' Fight Club website, hereinafter known as "Club," "We," "Us" or "Our". These Terms of Use, hereinafter known as "Terms", govern your access to and use of the website; including without limitation the purchase and modification of certain digital assets; our online software provided on or in connection with those services, collectively named "Service".

This Service also allows you to purchase Crypto Assets via auction. Detailed rules regarding the Auction process are available on this page, Auction Rules. You may only participate in the Auction by linking your digital wallets on supported bridge extensions such as MetaMask at <https://metamask.io/>. MetaMask is an electronic wallet, which allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency. Before putting up your unique digital asset for Auction or putting in an offer to purchase a unique digital asset from another user, we will ask you to download a supported electronic wallet extension and connect and unlock your digital wallets with that extension. Once you submit an order to sell or purchase a unique digital asset, your order is passed on to the applicable extension, which completes the transaction on your behalf.

"Crypto Assets" refers to unique non-fungible tokens, implemented on the Ethereum blockchain (the "Ethereum Platform") using smart contracts, including without limitation Ethmoji, CryptoKitties, CryptoCelebrities, and CryptoPunks.

All transactions initiated through our service are facilitated and run by third-party electronic wallet extensions, and by using our services you agree that you are governed by the terms of service and privacy policy for the applicable extensions. For MetaMask, those terms are available at <https://metamask.io/terms.html> and <https://metamask.io/privacy.html>.

Parrots' Fight Club is a platform. We are not a broker, financial institution, or creditor. The services are an administrative platform only. Parrots' Fight Club facilitates transactions between the buyer and seller but is not a party to any agreement between the buyer and seller of crypto assets or between any users.

You bear full responsibility for verifying the identity, legitimacy, and authenticity of assets you purchase on Parrots' Fight Club. Notwithstanding indicators and messages that suggest verification, Parrots' Fight Club makes no claims about the identity, legitimacy, or authenticity of assets on the platform.

Because we have a growing number of services, we sometimes need to describe additional terms for specific services. Those additional terms and conditions, which are available with the relevant Services, then become part of your agreement with us if you use those services.

These terms of use are important and affect your legal rights, so please read them carefully. We want to let you know that the terms include an arbitration agreement that will, with limited exceptions, require disputes between us to be submitted to binding and final arbitration. Unless you opt-out of the arbitration agreement: (1) you will only be permitted to pursue claims and seek relief against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and (2) you are agreeing to mandatory individual arbitration for the resolution of disputes and waiving your right to a jury trial on your claims. Please read all sections carefully.

By completing the account registration process, using our services, and/or purchasing crypto assets, you agree to be bound by these terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Service or purchase the Crypto Assets.

Parrots' Fight Club reserves the right to change or modify these Terms at any time and at our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service, or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

2. Account Registration and Communication Preferences

- 2.1. If you wish to participate in an Auction for Crypto Assets, you will need to register for an account on the Service ("Account"). By creating an account, you agree to (a) provide accurate, current, and complete Account information about yourself, (b) maintain and promptly update from time to time as necessary your account information, (c) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Service, or your Account. Parrots' Fight Club will block multiple accounts of the same user. Also, you agree that you will not:

- 2.1.1. create another account if we've disabled one you had unless you have our written permission first;
 - 2.1.2. buy, sell, rent, or lease access to your Account or username unless you have our written permission first;
 - 2.1.3. share your Account password with anyone;
 - 2.1.4. log in or try to log in to access the Service through unauthorized third-party applications or clients.
- 2.2. Parrots' Fight Club may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Parrots' Fight Club may also require you to provide additional information and documents in cases where it has reasons to believe that:
 - 2.2.1. Your Account is being used for money laundering or any other illegal activity;
 - 2.2.2. You have concealed or reported false identification information and other details;
 - 2.2.3. Transactions effected via your Account were effected in breach of these Terms.
- 2.3. In such cases, Parrots' Fight Club, in its sole discretion, may pause or cancel your Auction transactions until such additional information and documents are reviewed by Parrots' Fight Club and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, Parrots' Fight Club may refuse to provide the Content to you.

- 2.4. By creating an account, you consent to receive electronic communications from Parrots' Fight Club (e.g., via email or by posting notices to the Service). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys, and other news and information we think will be of interest to you. You may opt-out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.
- 2.5. By submitting personal data through our Site or Services, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.
- 2.6. You must provide all equipment and software necessary to connect to the Service and services, including but not limited to, a mobile device that is suitable to connect with and use Service and services, in cases where the Service offers a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service or services.
- 2.7. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Parrots' Fight Club or its affiliates or a third party that is subject to separate license terms, in which case those license terms will govern such software components.

3. Ownership

- 3.1. Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Parrots' Fight Club logo and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, "Content") are the proprietary property of Parrots' Fight Club or our affiliates, licensors or users, as applicable.

3.2. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Parrots' Fight Club or its affiliates or a third party that is subject to separate license terms, in which case those license terms will govern such software components.

3.3. The Parrots' Fight Club logo and any Parrots' Fight Club product or service names, logos, or slogans that may appear on the Service or Service are trademarks of Parrots' Fight Club or our affiliates and may not be copied, imitated, or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Parrots' Fight Club" or any other name, trademark or product, or service name of Parrots' Fight Club or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons, and scripts, constitute the service mark, trademark, or trade dress of Parrots' Fight Club and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and Parrots' Fight Club names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes, or other information by name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by Parrots' Fight Club.

4. License to Access and Use Our Service and Content

You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, and personal license to access and use the Service and Content; provided, however, that such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Service or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (f) use the Service or Content other than for their intended purposes.

5. Hyperlinks

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Service for noncommercial purposes, provided that such link does not portray Parrots' Fight Club or our affiliates or any of our products or services in a false, misleading, derogatory, or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at

any time. You may not use a logo or other proprietary graphic of Parrots' Fight Club to link to the Service or Content without our express written permission. Further, you may not use, frame, or utilize framing techniques to enclose any Parrots' Fight Club trademark, logo, or other proprietary information, including the images found on the Service, the content of any text, or the layout or design of any page, or form contained on a page, on the Service without our express written consent.

6. Third-Party Services

The Service may contain links to third-party websites ("Third-Party Websites") and applications ("Third-Party Applications"). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our Service and are subject to the Terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of Parrots' Fight Club. Parrots' Fight Club is not responsible for any Third-Party Websites or Third-Party Applications. Parrots' Fight Club provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites and Third-Party Applications at your own risk. When you leave our Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

7. User Conduct

You agree that you will not violate any law, contract, intellectual property, or other third-party rights and that you are solely responsible for your conduct while accessing or using the Service or participating in the Auction. You agree that you will abide by these Terms and will not:

- 7.1. Provide false or misleading information to Parrots' Fight Club;
- 7.2. Use or attempt to use another user's Account without authorization from such user and Parrots' Fight Club;
- 7.3. Pose as another person or create a misleading username;

- 7.4. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- 7.5. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- 7.6. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Service, area, or code of the Service;
- 7.7. Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Service that you are not authorized to access;
- 7.8. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- 7.9. Use data collected from our Service to contact individuals, companies, or other persons or entities;
- 7.10. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- 7.11. Bypass or ignore instructions that control all automated access to the Service;
- 7.12. Use the Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;
- 7.13. Use the Ethereum Platform to carry out any illegal activities, including but not limited to money laundering, terrorist financing, or deliberately engaging in

activities designed to adversely affect the performance of the Ethereum Platform, or the Service;

- 7.14. Engage in wash trading or other deceptive or manipulative trading activities;
- 7.15. Place misleading bids or offers;
- 7.16. Spam listings for the purpose of causing a listing to appear at the top of the search results;
- 7.17. Engage in behaviors that have the intention or the effect of artificially increasing view counts, favorites, volume, or other metrics that Parrots' Fight Club might use to sort search results;
- 7.18. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
- 7.19. Use the Service from a country sanctioned by the government of the United States;

8. User Information and Copyright

You are solely responsible for your use of the Services and for any User Information you provide, including compliance with applicable laws, rules, and regulations. We take no responsibility for the User Information posted or listed via the Services. You retain your rights to any User Information you submit, post, or display using the Services.

By submitting, posting, or displaying User Information on or through the Services, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any text, content, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you submit or post on or through the Services or through tools or applications we provide for posting or sharing such content (collectively "User Information") for our lawful business purposes, including to provide, promote, and improve the Services.

Parrots' Fight Club does not claim that submitting, posting, or displaying User Information on or through the Services gives Parrots' Fight Club any ownership or resale rights in your User Information. We're not saying we own it or will resell it. We're just saying we might show it off a bit.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power, and/or authority necessary to grant the rights granted herein for any User Information that you submit, post, or display on or through the Services. You agree that such User Information will not contain material subject to copyright or other proprietary rights unless you have necessary permission or are otherwise legally entitled to post the material and to grant Parrots' Fight Club the license described above.

Parrots' Fight Club reserves the right to remove content without prior notice. Parrots' Fight Club will take down works in response to formal infringement claims and will terminate a user's access to the Services if the user is determined to be a repeat infringer.

If you believe that your content has been copied in a way that constitutes copyright infringement, please report this by contacting our designated copyright agent us. Formal infringement claims regarding content on the Services must include:

- 8.1. A written communication delivered to the agent designated above;
- 8.2. A physical or electronic signature of someone authorized to act on behalf of the copyright owner;
- 8.3. Identification of the copyrighted work(s) allegedly infringed;
- 8.4. Identification of the material claimed to be infringing, reasonably sufficient to permit Company to locate the material;
- 8.5. Information reasonably sufficient to permit Company to contact the complaining party. This can be an address, phone number, email address, or other suitable methods of contact;

- 8.6. A statement that the complaining party has 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;
 - 8.7. A statement that the information in the notice is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.
9. If you believe that your likeness has been used in a way that violates your personality rights, please report this by contacting our designated personality rights. Formal claims regarding content on the Services must include:
- 9.1. A written communication delivered to the agent designated above;
 - 9.2. A physical or electronic signature of someone authorized to act on behalf of the person or the estate affected;
 - 9.3. Identification of the material claimed to be violating, reasonably sufficient to permit Company to locate the material;
 - 9.4. Information reasonably sufficient to permit Company to contact the complaining party. This can be an address, phone number, email address, or other suitable methods of contact;
 - 9.5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the person or the estate affected, its agent, or the law;
 - 9.6. A statement that the information in the notice is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the person or the estate.
10. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and

hold harmless Parrots' Fight Club, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Parrots' Fight Club Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, User Information or Crypto Assets, (b) any feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of a third party, including another user or MetaMask. You agree to promptly notify Parrots' Fight Club of any third-party Claims and cooperate with the Parrots' Fight Club Parties in defending such Claims. You further agree that the Parrots' Fight Club Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Parrots' Fight Club.

11. Disclaimers

Except as expressly provided to the contrary in a writing by Parrots' Fight Club, the service, content contained therein, and crypto assets listed therein are provided on an "as is" and "as available" basis without warranties or conditions of any kind, either express or implied. Parrots' Fight Club (and its suppliers) make no warranty that the service: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; or (c) will be accurate, reliable, complete, legal, or safe. Parrots' Fight Club disclaims all other warranties or conditions, express or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement as to the service, content contained therein. Parrots' Fight Club does not represent or warrant that content on the service is accurate, complete, reliable, current, or error-free. We will not be liable for any loss of any kind from any action taken or taken in reliance on material or information, contained in the service. While Parrots' Fight Club attempts to make your access to and use of the service and content safe, Parrots' Fight Club cannot and does not represent or warrant that the service, content, any crypto assets listed on our service or our servers are free of viruses or other harmful components. We cannot guarantee the security of any data that you disclose online. You accept the inherent security risks of providing information and dealing online over the internet and will not hold us responsible for any breach of security unless it is due to our gross negligence.

We will not be responsible or liable to you for any loss and take no responsibility for, and will not be liable to you for, any use of crypto assets, including but not limited to any losses, damages, or claims arising from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped addresses; (b) server failure or data loss; (c) corrupted wallet files; (d) unauthorized access to applications; (e) any unauthorized third-party activities, including without limitation the use of viruses, phishing, brute-forcing or other means of attack against the service or crypto assets.

Crypto assets are intangible digital assets. They exist only by virtue of the ownership record maintained in the Ethereum network. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger within the Ethereum platform. We do not guarantee that Parrots' Fight Club or any Parrots' Fight Club party can affect the transfer of title or right in any crypto assets.

Parrots' Fight Club is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains, or any other features of the Crypto Assets. Parrots' Fight Club is not responsible for casualties due to late reports by developers or representatives (or no report at all) of any issues with the blockchain supporting Crypto Assets including forks, technical node issues, or any other issues having fund losses as a result.

Nothing in these Terms shall exclude or limit the liability of either party for fraud, death, or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.

12. Assumption of Risk

You accept and acknowledge:

- 12.1. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Crypto Assets, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Crypto Assets will not lose money.
- 12.2. You are solely responsible for determining what, if any, taxes apply to your Crypto Assets transactions. Neither Parrots' Fight Club nor any other Parrots'

Fight Club Party is responsible for determining the taxes that apply to Crypto Assets transactions.

- 12.3. Our Service does not store, send, or receive Crypto Assets. This is because Crypto Assets exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of Crypto Assets occurs within the supporting blockchain and not on this Service.
- 12.4. There are risks associated with using an Internet-based currency, including but not limited to, the risk of hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Parrots' Fight Club will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Crypto Assets, however, caused.
- 12.5. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of Crypto Assets.
- 12.6. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Auction and/or Service and the utility of Crypto Assets.
- 12.7. The Service will rely on third-party platforms such as MetaMask to perform the transactions for the Auction of Crypto Assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms lose market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.
- 12.8. There are risks associated with purchasing user-generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. Parrots' Fight Club reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on Parrots' Fight Club. Under no circumstances shall the inability

to view your assets on Parrots' Fight Club serve as grounds for a claim against Parrots' Fight Club.

13. Limitation of Liability

To the fullest extent permitted by law, in no event will Parrots' Fight Club be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from these terms, the service, products, or third-party sites and products, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable and even if Parrots' Fight Club has been advised of the possibility of such damages. Access to, and use of, the services, products, or third-party sites and products are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom.

Notwithstanding anything to the contrary contained herein, in no event shall the maximum aggregate liability of Parrots' Fight Club arising out of or in any way related to these terms, the access to and use of the service, content, crypto assets, or any products or services purchased on the service exceed the greater of (a) \$100 or (b) the amount received by Parrots' Fight Club from the sale of crypto assets that are the subject of the claim.

The foregoing limitations of liability shall not apply to the liability of parrots' fight club for (a) death or personal injury caused by a member of Parrots' Fight Club's negligence, or for (b) any injury caused by a member of Parrots' Fight Club's fraud or fraudulent misrepresentation

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

14. Modifications to the Service

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Services (or any features or parts thereof) or suspend or discontinue the Auction at any time and without liability therefore.

15. Dispute Resolution; Arbitration.

- 15.1. Dispute Resolution. Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Parrots' Fight Club and limits the manner in which you can seek relief from us.
- 15.2. Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with Parrots' Fight Club, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Parrots' Fight Club may seek equitable relief in court for infringement or other misuses of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- 15.3. Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Parrots' Fight Club. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- 15.4. Waiver of Jury Trial. You and Parrots' Fight Club hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. You and Parrots' Fight Club are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the section above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

- 15.5. Waiver of Class or Other Non-Individualized Relief. All claims and disputes within the scope of this arbitration agreement must be arbitrated on an individual basis and not on a or collective class basis, only individual relief is available, and claims of more than one customer or user cannot be arbitrated or consolidated with those of any other customer or user. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in the State of Delaware. All other claims shall be arbitrated.
- 15.6. Severability. Except as provided in this Section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- 15.7. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Parrots' Fight Club.

16. Governing Law and Venue

These Terms, your access to and use of the Service and Content, and your participation in the Auction shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflict of law rules or principles of the State of California, or any other jurisdiction) that would cause the application of the laws of any other jurisdiction that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court shall be resolved in the state or federal courts of San Francisco County in the State of California, and the United States, respectively, sitting in the State of California.

17. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

18. Severability

If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause or provision of these Terms.

19. Survival

The following sections will survive the expiration or termination of these Terms and the termination of your account: all defined terms and sections.

20. Miscellaneous

These Terms along with the Auction Rules constitute the entire agreement between you and Parrots' Fight Club relating to your access to and use of the Services and Content, and your participation in the Auction. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Parrots' Fight Club prior, concurrent or subsequent circumstance, and Parrots' Fight Club's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.