

Terms And Conditions

This Agreement contains a binding arbitration clause. Please read the agreement carefully before accepting its Terms and Conditions and SnowBot end user license agreement.

This agreement contains a binding arbitration clause. please read the agreement carefully before accepting its terms and conditions. important – please read these terms carefully before applying for, accepting, or using an Snowbot online account or the Snowbot natural language processing services. by using, applying for, or accepting the services or by clicking on the “I agree to terms and conditions” button, you acknowledge that you have read this agreement, that you understand it, and that you agree to be bound by its terms. if you do not agree to the terms and conditions of this agreement, do not apply for, accept, or use an Snowbot online account or the Snowbot natural language processing services.

1. License

1.1 Grant of License1. License

1.1 Grant of LicenseSnowbot.com. ("Snowbot") grants to you a limited, non-exclusive, non-transferrable and revocable license to Snowbot online voice and natural language processing services as well as any documentation, files, or website information accompanying the services ("Services") solely to the extent necessary for you to create a natural language interface that operates solely in connection with your devices ("Devices") and/or software services/applications ("Applications") Any violation of the terms of this Agreement shall automatically revoke the license granted herein.

1.2 Limited License Service Services include basic services ("Basic Services") provided free of charge and enhanced services ("Enhanced Services"), which, if available, must be purchased. The licenses granted herein are contingent upon Snowbot's receipt of the applicable license fees and taxes due for the Enhanced Services. Fees paid for Enhanced Services shall allow you to use Enhanced Services for the duration of the subscription service, as applicable, as selected by you during your registration of the Enhanced Services ("Subscription Period"). The fees owned for the use of the Enhanced Services are set forth on Snowbot's website and are subject to change without notice. License fees may vary depending on the usage of the Services. These fees are owed regardless of whether or the Services are actually used. No refunds will be given for any unused Services or any early termination of the Subscription Period.

1.3 Trial, Evaluation, and Beta Services If this Agreement pertains to a trial, beta, or evaluation license then the licenses granted under this Agreement will terminate upon the expiration or cancellation of the trial or evaluation period. You agree to use the Services and any services only for the duration of the trial or evaluation period and only for evaluation or testing purposes. All such licenses are limited to one per customer per promotion or beta test.

1.4 Restrictions The licenses granted herein are only valid if:

1. the Services are NOT modified in any manner
2. all copyright and proprietary notices or labels in the Services are maintained in their original format
3. the Services are only installed and used in accordance with your network security policies
4. you possess the necessary authority and power to install the Services
5. you promptly pay all license fees when due
6. this Agreement is accepted without any modification
7. you have not breached the terms of this Agreement in any manner

1.5 Registration The Services require registration or activation to be used properly. You agree to provide accurate and complete information on all registration forms. Failure to complete the registration or activation may limit your ability to use the Services or may disable the Services from functioning. When registering or activating Services, you may be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility, and Snowbot is not responsible for any loss or damage arising from unauthorized access to your account or your failure to comply with this section. You are fully responsible for any activities that occur under your username even if unauthorized. You must notify Snowbot immediately of any unauthorized use of your account.

1.6 Minimum Registration Age By registering for a Snowbot account, you agree that you are older than 13 years of age.

2. Services

2.1 Limited License The licenses granted herein are only for the purpose of allowing you to connect to and use the Services for your personal or internal business use. You will not use the services to perform natural language processing for any third parties.

2.2 Delivery Snowbot shall provide you with a web interface and an API protocol based interface necessary to use the Services ("Interface"). You agree to access the Services only through the Interface and will not create any derivative works of the Interface or the Services. You agree not to circumvent any limitations to the Services or Interface as implemented by Snowbot.

2.3 Storage When using this Services and the related services, Snowbot will save a copy of each record you designate as requiring storage. The saved records will be transferred over the Internet to a server operated by Snowbot or an affiliate or partner of Snowbot. Snowbot disclaims all liability for the Services, including any resulting from lost or compromised data. Snowbot does not make any warranty that your data will be stored safely or securely. You give Snowbot permission to transmit all records designated by you as requiring storage to a remote data center operated by Snowbot or an affiliate or partner of Snowbot.com. ("Storage Servers").

2.4 Data Loss Snowbot.com. does not maintain a backup copy of the data stored on our servers and does not guarantee the information against loss or destruction. In the event that this Agreement is terminated, Snowbot may in its sole discretion and without notice to you delete or deny access to the backed up data and such data or records will not be available to you. Snowbot and its affiliates may retain (but shall have no obligation to retain) your data for a period of time after your subscription to the Services expires in order to allow you to renew the Subscription Period if desired.

2.5 File Deletion Snowbot does not maintain a copy of the data backed up to our servers and does not guarantee the information against loss or destruction. In the event that the licenses granted herein are revoked, lapse, or terminate, whether by you or by Snowbot. colluding lapse of any trial or evaluation period, Snowbot may, in its sole and absolute discretion, without notice to you, delete or deny access to the backed up data and such data or records will not be available to you. You agree that Snowbot and its affiliates may retain (but shall have no obligation to retain) your data for a period after your trial or license has been terminated, expired, or otherwise lapsed, as part of Snowbot's marketing to you the opportunity to purchase, renew, or extend a license.

2.6 Broadcast And Schedule Messages Snowbot will allow the broadcast and schedule messages to active users of the last 7 days. Because of facebook restrictions and conditions of spamming and non promotional messages we have this restriction.

2.7 End User Data You acknowledge and agree that you are solely responsible for obtaining all required consents from End Users in connection with any use of your Devices or Applications, which consent shall be compliant with all applicable data protection legislation and other privacy laws, rules, and regulations. Before collecting any End User Data or other information from End Users, you must provide adequate notice of what End User Data and other information you collect and how it will be used and/or shared and obtain any necessary consents. You and your Devices and Applications shall comply with all privacy laws and regulations in connection with your access and use of the Services. You will provide and adhere to a privacy policy for your Device or Application that:

1. Complies with all applicable laws, rules, and regulations
2. Is conspicuously displayed to all End Users
3. Clearly and accurately describes to End Users what data and user information you collect (such as personally identifiable information, login information, etc.) and how you use and share such information with Snowbot and third parties.

2.8 Service Uptime Snowbot doesn't guarantee 100% uptime of the service, our uptime is usually 95%. For dedicated uptime upto 99% please contact support@Snowbot.com for the quotation.

3. Ownership

3.1 No Ownership Rights The Services are being licensed, not sold. This Agreement does not grant any ownership rights to you and gives you only a limited license to use the Services during the term of the Agreement. The Services and all related intellectual property rights, whether under copyright, trade secret, patent, or trademark laws, are owned by Snowbot and/or its licensors. Snowbot may pursue all legal remedies for use of the Services in violation of this Agreement. No license is granted herein to resell, create derivative works, reverse engineer, repackaging, or modify the Services. Use of the Services within your commercial enterprise for internal purposes is expressly allowed.

3.2 Copyright The Services contains material that is protected by United States and foreign intellectual property laws, including copyright, trade secret, and patent law. All rights not granted to you herein are expressly reserved by Snowbot. You may not remove any copyright or other proprietary notice of Snowbot from any copy of the Services.

3.3 Modification Snowbot may modify or discontinue any of its Services or the related Services without notice. Snowbot will provide notice of material changes to the Services or changes to this Agreement by posting such changes at Snowbot web-site which shall be your sole notice of such changes. You agree and acknowledge that you will periodically check the website to inform yourself of any such changes.

3.4 Submissions In connection with the operation of the Services, Snowbot receives, utilizes, and analyzes communications sent to Snowbot and any of your stored records ("Submissions"). You retain ownership of your Submissions. However, notwithstanding anything to the contrary, you hereby grant Snowbot a license to:

1. Use and disclose your Submissions to provide the Services.
2. Use your Submissions for Snowbot's internal business purposes.
3. Disclose your Submissions as may be required by law or legal process.
4. Otherwise use and disclose your Submissions in accordance with this Agreement.

Without limiting the foregoing, you agree that Snowbot is expressly and irrevocably authorized to utilize, analyze, modify, reproduce, publish, share, create derivative works of, or otherwise exercise all rights in your Submissions and any analytics, statistics or other data related to or derived from your Submissions and/or your use of the Services for any purpose, provided that such data is in aggregate and anonymized form ("Aggregate Data"). Subject to the records licenses, you acknowledge and agree that Snowbot will exclusively own all right, title, and interest in and to all Aggregate Data and other output data generated by the Snowbot Services. Notwithstanding anything to the contrary, if you ever have any ownership interest in any Aggregate Data or output data, you hereby assign to Snowbot all such right, title, and interest in and to such Aggregate Data and output data, including all intellectual property rights therein. You also hereby grant each user of the Services a non-exclusive license to access your Submissions in accordance with your account settings through the Services, and to use, reproduce, distribute, display and perform such records as permitted through the functionality of the Services and under this Agreement.

4. Payment

4.1 Fees The fees for using the Enhanced Services are set forth on the Snowbot website which may be modified by Snowbot. Continued use of the Enhanced Services and the non-termination of your account with Snowbot after fee changes are posted to the website constitutes your acceptance of the prices as modified. You agree to pay all fees fully and promptly.

4.2 Method of Payment Basic Services are free. License fees for the Enhanced Services must be paid in advance. The credit card information provided to Snowbot or a third party payment processor to pay for the Enhanced Services shall be automatically charged for the Enhanced Services upon renewal. In the event that Snowbot or a third party payment processor is unable to bill the credit card on file or you request that Snowbot not bill the credit card, you shall be solely responsible for any renewal payment required. In the event that payment is not made, the Enhanced Services and services may become unavailable to you and Snowbot may terminate this Agreement without notice to you.

4.3 Rejected Charges If any charges are rejected by your credit card issuer then Snowbot may deactivate your account until payment is successfully received. Snowbot may deactivate any account that has a disputed charge until Snowbot, in its sole discretion, determines the dispute resolved.

4.4 Billing Issues You must provide Snowbot notice of any billing problems or disputes within sixty (60) days after they first appear on the statement you receive from your bank, credit card company, or other billing company. Failure to notify Snowbot of the problem within the sixty (60) day period will result in your acceptance of the charges and you waive the right to dispute such problems or discrepancies. Failure to use your account will not be deemed a basis for refusing to pay any charges. Snowbot does not provide any refunds for any Services.

Refund Policy

First 30 days after trial:

Snowbot has a full-refund policy in the first 30 days of the service usage. Snowbot asks the reason for the unsubscribe to improve the system but refunds 100%.

After 30 days of the subscription, after the trial:

Snowbot doesn't refund after 30 days of the subscription. We work hard to contact our customers and work with them to make chatbot for their businesses and therefore if you don't respond or don't take chatbot services seriously it's your fault & we don't refund you for responding slowly or not at all to our team calls & emails.

5. Restrictions and Representations

5.1 Lawful Use The Services is solely for lawful purposes and use. You are responsible for ensuring that all use of the Services is in accordance with this Agreement. You are solely

responsible for ensuring that your use of the Services complies with all applicable laws, statutes, ordinances, regulations, rules and other government authority. The Services is provided subject to this standard commercial agreement and qualifies as commercial computer Services within the meaning of the applicable government acquisition laws. Services shall not be used to display, support, develop, supply or market the physical effects of violence (including, without limitation, blood, gore and organs) on humans or human-like characters, explicit sexual content, sex crimes, disparagement of ethnic or religious groups, racial epithets, profane language or hate speech.

5.2 Compliance You agree

1. Not to interfere or disrupt networks connected to Snowbot's services.
2. To comply with all regulations, policies and procedures of networks connected to the services.
3. Not to use the services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or any third party's rights of publicity or privacy.
4. Not to post, distribute, or otherwise make available or transmit any computer file that contains a virus, Trojan, adware, or other malware
5. Not to attempt to gain unauthorized access to other computer systems.
6. Not to create an Application that functions substantially the same as the Services and offer it for use by third parties
7. Not to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.

5.3 Export You represent a warranty that you are not located in and will not modify, export or re-export, either directly or indirectly, the Services to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Snowbot, and you must comply with the list as it exists in fact. Snowbot SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

6. Disclaimer of Warranties

6.1 Technical Support Except as otherwise provided herein, Snowbot is under no obligation to provide technical or customer support for the Services. You are solely responsible for properly

installing and using the Services. You are responsible for the procurement of any hardware or services required to use the Services, including any computers, servers, or Internet access.

6.2 Use of Internet The Services are provided over the Internet. As such, the Services are subject to the operation of the Internet and telecommunications infrastructures as well as the operation of your Internet connection services, all of which are beyond the control of Snowbot. Snowbot does not warrant that the services will be uninterrupted or that you will be able to access or use the Services at the location and times of your choosing.

6.3 Risk THE SERVICES IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE". ANY USE OF THE SERVICES IS AT YOUR OWN RISK. THE SOFTWARE MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS. Snowbot DOES NOT WARRANT THE PERFORMANCE OF THE SERVICES, THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL OPERATE IN ACCORDANCE WITH ANY ACCOMPANYING DOCUMENTATION. Snowbot IS NOT LIABLE FOR ANY DELETED, INACCESSIBLE, OR DISCLOSED DATA.

6.4 Disclaimer of Warranties TO THE MAXIMUM EXTENT PERMITTED BY LAW, Snowbot DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, IN EQUITY OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Snowbot DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR NEEDS. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES.

6.5 Limitation Some jurisdictions do not allow or limit the exclusion of warranties. In such jurisdiction, these provisions shall apply to you to the maximum extent allowed by law.

7. Limitation of Liability

7.1 Special Cases Nothing herein shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents, or in respect of fraud or of any statements made fraudulently by either party.

7.2 Responsibility YOU ARE ULTIMATELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU AS A RESULT OF USING OR INSTALLING THE SERVICES. Snowbot WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE

SERVICES, EVEN IF Snowbot HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE DAMAGE WAS FORESEEABLE.

7.3 Limitation on Liability EXCEPT AS STATED IN SECTION 7.1, Snowbot AND ITS AFFILIATES, OFFICERS, LICENSORS, AND/OR CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, Snowbot'S LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW IN SUCH STATE.

7.4 Data Transfer ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE SERVICES OR RELATED SERVICES IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE USE OR YOUR POSSESSION OF SUCH DATA OR MATERIAL Snowbot DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS SERVICES AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA. 7.5 Limitations on Remedy Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this Agreement must be brought within one (1) year from the date when the cause of action occurred.

8. Termination

8.1 Term This Agreement is effective until terminated by you or by Snowbot. Any Additional Services is licensed only for the Subscription Period selected during the registration or upgrade, which is generally a one-year term. The Subscription Period may be renewed by paying an additional license fee as set forth on the Snowbot website. This renewal fee may be charged automatically to the credit card used to initially pay for the Services.

8.2 Termination by You Services may be terminated by notifying Snowbot of your intent to terminate this Agreement. Notification of termination must be sent by email to support@Snowbot.com. Your termination will be effective upon Snowbot's receipt and processing of the email. Processing may take up to 24 hours.

8.3 Termination by Snowbot Snowbot may terminate this Agreement at any time and for any reason. Snowbot may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Snowbot deems your use to be excessive, Snowbot may terminate your account or adjust the price of the Services.

8.4 Events Upon Termination Upon termination, you must immediately cease using the Services. Upon termination, Snowbot may disable further use of the Services or related Services without further notice and may delete, remove, and erase any account information and any data stored by Snowbot. Such deletions are at Snowbot's sole discretion and may occur without notice to you. No refunds shall be given for any reason.

9. Branding and Attribution

9.1 Attribution You agree to display any attribution(s) required by Snowbot.com. as described in any documentation for the Services. Without limiting the foregoing, users of the Basic Services must display "Powered by Snowbot" and a link to Snowbot on any Device or Application connected to the Services. Snowbot grants to you a limited, freely revocable, non transferable, non sublicensable, nonexclusive license during the term of your subscription to display Snowbot Marks solely for the purpose of promoting or advertising that you use the Services. You must only use the Snowbot Marks in accordance with these Terms. You understand and agree that Snowbot has the sole discretion to determine whether your attribution(s) and use of Snowbot Marks is in accordance with the above requirements and any applicable guidelines.

9.2 Promotional and Marketing Use In the course of promoting, marketing, or demonstrating the Services you are using, Snowbot may produce and distribute incidental depictions, including screenshots, video, or other content from your Application or Device, and may use your company or product name and logos. You hereby grant Snowbot all necessary rights for these purposes.

10. Indemnity

You agree to release, indemnify, defend and hold harmless Snowbot and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) your use or misuse of the Services, (b) your breach of this Agreement, or (c) your infringement upon any intellectual property or other proprietary right of any person or entity. Snowbot may, at its own expense, assume the defense and control of any matter otherwise subject to indemnification by you. Doing so shall not excuse your indemnity obligations in this Agreement. The terms of this paragraph will survive any termination or cancellation of the Agreement.

11. Privacy

11.1 Privacy Policy Snowbot has built its products and services with your privacy and security in mind. To keep you informed of its privacy practices, Snowbot periodically publishes a Privacy Policy that is incorporated by reference into this Agreement. You can view the Privacy Policy at <http://www.Snowbot/privacy.php>. Snowbot may update its Privacy Policy in its sole discretion. Any amendments to the Privacy Policy will be posted on the Snowbot website. Please periodically review our website for changes to the Privacy Policy.

11.2 Information Collection Snowbot may gather information related to the use of its Services. This information may include private data. Snowbot may use this information to provide the services and share this information with others, improve its products, track geographical data, or enforce the terms of this Agreement. Snowbot may disclose the collected information if required or permitted by law or in response to a subpoena or other legal process. In order to promote awareness, detection and prevention of Internet security risks, Snowbot may share certain information with research organizations and other vendors.

11.3 Opt-Out You agree that Snowbot may communicate with you via email and any similar technology for any purpose relating to the Services. Snowbot occasionally sends out informational emails about its products and services. You may 'opt-out' of receiving information not directly related to the Services you have installed or are using by emailing silverg33k@gmail.com. If you do not opt out then your acceptance of this Agreement will constitute your affirmative consent to receiving marketing and promotional material from Snowbot and its affiliates. Features of the Services that gather personal information can be disabled at any time by the user through the Services menu. Please refer to documentation accompanying the Services for assistance in doing so.

12. Severability

If a provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will not be affected, impaired or invalidated. If the absence of the provision adversely affects the substantive rights of a party, the parties agree to replace the provision with a new provision that closely approximates the economic and proprietary results intended by the parties.

13. Force Majeure

Any delays in or failure by either party in the performance of any obligation under this Agreement shall be excused to the extent that such failure or delay is caused by occurrences beyond the party's reasonable control, including acts of God, storms, hurricane, earthquakes, riots, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause that cannot reasonably be foreseen or controlled by such party. A party will not be liable as result of failures or errors related to the use or operation of the Internet.

14. Entire Agreement

The Agreement, the Privacy Policy, and the attached Schedules contain the entire and exclusive Agreement and understanding between the parties on the subject matter of the Agreement. The Agreement supersedes all prior agreements, understandings and arrangements related to the subject matter. No representation, undertaking or promise made prior to the Agreement shall be effective or valid except as may be expressly stated in the Agreement.

15. Waiver

No waiver, delay or discharge by a party will be valid unless in writing and signed by an authorized representative of the party against which its enforcement is sought. Neither the failure of either party to exercise any right of termination nor the waiver of any default will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default.

16. Amendments

Snowbot may amend this Agreement and the Services and related services offered under the Agreement in its sole discretion without notice, including license fees, availability, equipment and Services requirements, and limits or restrictions on the use of Services or services.

Snowbot may impose additional restraints on the use of the Services at any time. Any amendment made to this Agreement shall be posted on the Snowbot website and is effective immediately after posting the Agreement. The website posting shall be your sole notice of any such changes. You agree to check the Snowbot website periodically to obtain notice of any

changes. Continued use of the Services after a change constitutes your acceptance of the change. Section headings are for convenience only and are not part of the Agreement itself.

17. Assignment

You may not assign or transfer, or purport to assign or transfer, any of your rights, duties, or obligations under the Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise. Snowbot may assign or transfer this Agreement in its sole discretion.

18. Notices

All questions, notices, demands, or requests to Snowbot with respect to this Agreement shall be made in writing to: silverg33k@gmail.com. All notices to you shall be made by posting the notice on the Snowbot website.

19. Survival

This Agreement shall be applicable for as long as you use the Services. All provisions regarding confidentiality, proprietary rights, limitation of liability, indemnity, and non-disclosure shall survive this Agreement.

20. Arbitration

To the extent permitted by law, before you may begin arbitration with respect to a dispute involving any aspect of this Agreement, you shall notify Snowbot, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

20.1 Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the American Arbitration Association (hereinafter referred to as the "AAA").

20.2 Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement.

20.3 There shall be one Arbitrator to hear the matter. The parties shall initially agree to a panel of three possible Arbitrators to hear the matter and each party shall have the opportunity to name one Arbitrator to be dropped from the panel until one remains. The party giving notice of the Arbitration demand shall be first to indicate its selection.

20.4 All costs of the Arbitration and the AAA shall be borne equally by both parties to this agreement, regardless of the final decision. The defaulting party as determined by the Arbitrator, shall pay all other costs and expenses, including reasonable attorney's fees, incurred by the party in enforcing its rights under this Agreement.

20.5 You affirm that you are older than 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these EULA, and to abide by and comply with these EULA.

BY USING, APPLYING FOR, OR ACCEPTING THE SERVICES YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH IT. DO NOT USE THE SERVICES IF YOU DO NOT AGREE TO THIS AGREEMENT.