

Terms of Use

PLEASE NOTE: THE SECTION OF THESE TERMS OF USE ENTITLED “DISPUTE RESOLUTION” CONTAINS AN ARBITRATION CLAUSE THAT REQUIRES DISPUTES TO BE ARBITRATED ON AN INDIVIDUAL BASIS, AND PROHIBITS CLASS ACTION CLAIMS. IT AFFECTS HOW DISPUTES BETWEEN YOU AND A-ANTI ARE RESOLVED. BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Effective date: May 1, 2019

Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the "Services"). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at admin@anti-eshop.com, or at 510 5th Avenue, 4th Floor, New York, NY 10036.

If your habitual residence is in the United States, these Terms of Use ("Terms") are a binding contract between you and A-ANTI, LLC ("A-ANTI", "ANTI", "we" and "us"). You must agree to and accept all of the Terms, or you don't have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy. [HERE INSERT HYPERLINK TO Privacy Policy PAGE].

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Services, by sending you an email, and/or by some other means. If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

A-ANTI takes the privacy of its users very seriously. For the current A-ANTI Privacy Policy, please visit our Privacy Policy [[HERE INSERT HYPERLINK TO Privacy Policy PAGE](#)].

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. Parents and legal guardians may not agree to these Terms or register for the Services on behalf of any children under the age of 13. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at admin@anti-eshop.com.

What are the basics of using the Services?

You may be required to sign up for an account, and select a password and user name ("A-ANTI User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your A-ANTI User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf).

You will only use the Services for your own internal, personal, use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by any applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

You may have multiple accounts on A-ANTI but A-ANTI strictly forbids the use of multiple accounts for the same sole user or the use of one account for multiple users for the purpose of earning more rewards. A-ANTI will not honor rewards earned from such accounts.

By using the Services, you will automatically be deemed to have opted in to receive e-mail communication from us. When you sign in for the first time, your preferences will be set to automatically publish all social interactions to other social networks. However, you will be able to edit these preferences at any time under “Settings.”

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including A-ANTI);
- Violates any law or regulation, including any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your A-ANTI account or anyone else’s (such as allowing someone else to log in to the Services as you);
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure);
- “Crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- Copies or stores any significant portion of the Content;
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services; or
- Upload, transmit, distribute, store, create, or otherwise sell or offer for sale any Prohibited Items.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including A-ANTI’s) rights.

You understand that A-ANTI owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn’t mean that all the restrictions above don’t apply – they do!

Do I have to grant any licenses to A-ANTI or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy [\[HERE INSERT HYPERLINK TO Privacy Policy PAGE\]](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant A-ANTI a license to translate, modify (for technical purposes, for example making sure your content is viewable on a smartphone, a tablet, as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal A-ANTI account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant A-ANTI the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users)(a “Limited Audience User Submission”), then you grant A-ANTI the

licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant A-ANTI the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all A-ANTI users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with A-ANTI’s business, provided that A-ANTI will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide.

Finally, you understand and agree that A-ANTI, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like A-ANTI, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, see [here](#). To learn more about the DMCA, see [here](#).

Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by A-ANTI. When you access third party websites or use third party services, you accept that there are risks in doing so, and that A-ANTI is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

A-ANTI has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, A-ANTI will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that A-ANTI shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. In particular, and without limiting the foregoing, you agree that A-ANTI does not facilitate (and bears no responsibility or liability for) any transaction (or payment or refund therefore) arranged through A-ANTI Local.

If there is a dispute between participants on this site, or between users and any third party, you agree that A-ANTI is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release A-ANTI, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

YOU SHALL AND HEREBY DO WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Will A-ANTI ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Do the Services cost anything?

It is currently free to access and browse A-ANTI.com or any other Services. However, you may choose to purchase products through the Services, and you alone will be responsible for paying the purchase price of any products you buy, in addition to any taxes and shipping costs. A-ANTI may limit or cancel quantities of products purchased, and it reserves the right to refuse any order. In the event A-ANTI needs to make a change to an order, it will attempt to notify you by contacting the email address, billing address, and/or phone number provided at the time the order was made. Prices are subject to change at any time. Due to separate and applicable tax jurisdictions, your purchases may be subject to specific sales, custom or value-added taxes, and the shipping time and associated cost may increase accordingly.

A-ANTI reserves the right to require payment of fees for certain or all Services, in addition to the fees charged for the purchase of products. You shall pay all such fees, as described on the website in connection with such

Services selected by you. A-ANTI reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Website. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.

Prices

Prices are set by the third-party merchants offering these items for sale, and not by A-ANTI. The merchants also provide all information in the item listings, including any strike-through prices. A-ANTI does not represent, warrant, or guarantee that the merchant actually offered or sold the item at the strike-through price.

What if I need to return a purchase?

We want you to be completely satisfied with your purchase on the Services. If for any reason you are unhappy, please contact A-ANTI support at admin@anti-eshop.com.

However, A-ANTI does NOT return merchandise, NOR does A-ANTI refund money for the merchandise purchased on A-ANTI's website. All sales are final.

NO returns, refunds or exchanges are permitted.

A-ANTI cannot refund, reimburse, cover, or otherwise be responsible for any fees not paid to A-ANTI. This includes any customs taxes or VAT.

What if I want to receive A-ANTI mobile text alerts or opt-out?

If you would like to enroll to receive mobile texts and alerts about A-ANTI products and services, you may sign up to do so on the checkout page for purchasing a product through A-ANTI by providing your consent to receive recurring autodialed marketing texts from or on behalf of us at the mobile number you've provided to opt-in. You understand that consent is not a condition of purchase. Message and data rates may apply. If you would like to be removed from the A-ANTI text list, you can follow the instructions provided in those messages or otherwise reply STOP to any A-ANTI alert. If you have any questions, you may reply HELP to any A-ANTI alert or contact customer care at admin@anti-eshop.com.

What if I want to stop using the Services?

You're free to do that at any time, by following the steps at Help/FAQ. Please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. A-ANTI is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. A-ANTI has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

I use the A-ANTI App via the Apple App Store – should I know anything about that?

These Terms apply to your use of all the Services, including the applications available via the Apple, Inc. ("Apple") App Store (including, without limitation, for iPhone, iPad, iTouch, and iWatch) (each an "Application" and, collectively, the "Applications"), but the following additional terms also apply to each Application:

- Both you and A-ANTI acknowledge that the Terms are concluded between you and A-ANTI only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- You will only use the Application in connection with an Apple device that you own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- You acknowledge and agree that A-ANTI, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;

- You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, A-ANTI, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and A-ANTI acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- Both you and A-ANTI acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

What else do I need to know?

Warranty Disclaimer

Neither A-ANTI nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from A-ANTI or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY A-ANTI(AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL A-ANTI (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO A-ANTI IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity

To the fullest extent allowed by applicable law, You agree to indemnify and hold A-ANTI, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without A-ANTI's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice Of Law & Jurisdiction.

These Terms and your use of the Services will be interpreted in accordance with the law of the State of Delaware and the United States of America, without regard to their conflict-of-law provisions. You and A-ANTI agree to submit to the personal jurisdiction of a state court located in Wilmington, Delaware, or a United States District court, District of Delaware,

(collectively, the “Delaware Courts”) for any actions which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

Miscellaneous

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the A-ANTI may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and A-ANTI agree that these Terms are the complete and exclusive statement of the mutual understanding between you and A-ANTI, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of A-ANTI, and you do not have any authority of any kind to bind A-ANTI in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Applications, you and A-ANTI agree there are no third party beneficiaries intended under these Terms.

Dispute Resolution

Mandatory, Bilateral Arbitration and Waiver of Class Actions. Please read this carefully. It affects your rights. **YOU AND A-ANTI AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR RELATING TO YOUR USE OF A-ANTI, TO ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED BY OR THROUGH A-ANTI, TO THIS AGREEMENT, OR TO THE CONTENT, AND/OR USER SUBMISSION (PUBLIC, PERSONAL AND/OR LIMITED AUDIENCE) ON A-ANTI SHALL BE RESOLVED ONLY BY FINAL AND BINDING, BILATERAL ARBITRATION**, except that (1) you may assert claims in small claims court if your claims qualify; and (2) this agreement to arbitrate does not include your or A-ANTI’s right to seek injunctive or other equitable relief in state or federal court in San Francisco to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act, 9 U.S.C.

§ 1, et seq., and federal arbitration law apply to this agreement and govern all questions as to whether a dispute is subject to arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use.

“Disputes” shall include, but are not limited to, any claims or controversies between you and A-ANTI against each other related in any way to or arising out of in any way from the Service, the Content, User Submission (Public, Personal, and/or Limited Audience), including but not limited to sales, returns, refunds, cancellations, defects, policies, privacy, advertising, or any communications between you and A-ANTI, even if the claim arises after you or A-ANTI has terminated Service or a user account. Disputes also include, but are not limited to, claims that: (a) you bring against our employees, agents, affiliates, or other representatives; or (b) that A-ANTI brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and A-ANTI, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (ii) claims that arose before these Terms or out of a prior set of Terms with A-ANTI; (iii) claims that are subject to on-going litigation where you are not a party or a class member; and/or (iv) claims that arise after the termination of these Terms.

Dispute Notice

Before initiating an arbitration, you and A-ANTI each agree to first provide the other a written notice (“Notice of Dispute”), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute should be sent to: 510 5th Avenue, 4th Floor, New York, NY 10036, or emailed at admin@anti-eshop.com. A-ANTI will provide a Notice of Dispute to you via the email address associated with your A-ANTI User ID. You and A-ANTI agree to make attempts to resolve the Dispute prior to commencing an arbitration and not to commence an arbitration proceeding until this 45-day post-notice resolution period expires. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or A-ANTI may commence an arbitration proceeding.

Arbitration Process and Procedure

Unless you and A-ANTI agree otherwise in writing, arbitration shall (1) be administered by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”), pursuant to the JAMS Streamlined Arbitration Rules & Procedures then in effect (the “JAMS Rules”) and as modified by this

agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) be conducted by a single, neutral arbitrator; and (3) take place in the county where you reside. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class or representative action. Further, unless both you and A-ANTI expressly agree otherwise, the arbitrator may not consolidate more than one person's claims. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. If, for any reason, a claim proceeds in court rather than in arbitration, we each waive our right to a jury trial. If, for any reason, a claim proceeds in court rather than in arbitration, **we each waive our right to a jury trial.**

YOU THEREFORE UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND A-ANTI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION FOR ANY CLAIMS COVERED BY THIS AGREEMENT.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

The JAMS Rules are available on its website at <https://www.jamsadr.com/rules-streamlined-arbitration/>. Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and A-ANTI each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

Hearing

If your claim does not exceed \$5,000, you and A-ANTI agree to waive an oral hearing by the arbitrator and the arbitration will be conducted solely on the basis of documents you and A-ANTI submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. To the extent an oral hearing is requested by you or A-ANTI, or deemed necessary by the arbitrator, you and A-ANTI agree that the hearing will be conducted telephonically or videographically.

Arbitrator's Decision

An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

Fees

It is each parties' responsibility to pay any JAMS filing, case management/administrative, and arbitrator fees as set forth in the JAMS Rules. If your claim for damages does not exceed \$5,000, A-ANTI will pay all such fees unless the arbitrator finds that either the substance of your Dispute or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)).

Small Claims & Government Actions

As an alternative to arbitration, you or A-ANTI may resolve Disputes in a small claims court that has jurisdiction over your claim. These Terms and this arbitration agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against A-ANTI on your behalf.