

NCHANT TERMS OF SERVICE

Last updated: October 1, 2021

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

Nchant Media LLC. (" **Nchant Media LLC**", " **we**" or " **us**") provides certain services (described below) through our mobile application, **Nchant** ("Nchant App", "App", "Service") operated by Nchant Media LLC. By using our Service, through a mobile phone (each a " **Device**"), you agree to the following terms and conditions (the " **Terms of Service**"). These Terms of Service comprise the entire agreement between you and Nchant Media LLC and supersede all prior agreements between the parties regarding the subject matter contained herein. In addition, when using particular features on or through the Service, you shall be subject to any posted policies and guidelines applicable to such features, including any terms or conditions applicable to features provided in conjunction with any of our content and service partners. All such rules and guidelines are hereby incorporated by reference into these Terms of Service.

If you do not understand or agree with these Terms of Service, please do not use the Nchant App or any of its features and do not register to be a member of the Service. If you have any questions or concerns regarding these Terms of Service, please let us know by emailing us support@sharenchant.com

BY USING ANY OR PART OF THE SERVICE OR BY COMPLETING ANY REGISTRATION OR PURCHASE PROCESS WITHIN NCHANT APP, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE SITE. You may continue to use Nchant App as long as you adhere to these Terms of Service. PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER.

OVERVIEW

The Service offers features that allow you to, among other things:

- create and send free invitations to your friends, family and business contacts;
- receive and respond to invitations;
- Upload photos / videos / songs

All content and features made available through the Service that were not made available as of the "Last updated" date above, shall automatically be deemed to be part of the Service when first made available through the Service.

ELIGIBILITY

Use of the Service is void where prohibited. By using this Service, you represent and warrant that you have the right, authority, and capacity to enter into and abide by these Terms of Service. Also, you must be an individual of 18 years of age or older to register or use the Service and **YOU MUST BE AT LEAST 18 YEARS OLD** to purchase an Nchant App subscription (see below for details).

In addition, we strongly encourage parents and guardians to supervise the activity of all children under the age of 18 when using the Internet.

PRIVACY POLICY

Nchant Media LLC respects the privacy of our users and we strive to be transparent about our privacy practices. Nchant Media LLC's policies with regard to information collected from or about you that identifies an individual or relates to an identifiable individual, what information third parties affiliated with Nchant Media LLC collect from you, and how that information is used is governed by the Nchant Media LLC Privacy and Data Use Policy, which may be found via a link on every page of the Nchant Media LLC web site at www.sharechant.com and via our mobile applications and may be found [here](#).

DESCRIPTION OF NCHANT SERVICE

Registration

You are required to register with Nchant if you want to:

- use the Address Book;
- write a review or user rating;
- send a free Nchant invitation to an event;
- access your account;
- view your upcoming events and retrieve past Nchant invitations;
- save and access saved information;
- view and edit your My Account Page;
- upload photos, videos and music;

Please note that not all of the above features in the previous sentence may be available at any given time and that Nchant may require registration for additional features that may be developed or added to the Service from time to time. Unless otherwise indicated, you do not need to register for the Nchant Service if you are simply responding to an Nchant invitation.

In order to register with Nchant you may be required to supply a valid email address and mobile phone number which will be used as a unique identifier for your account, and your first name, last name, birthday and geo location. You will also be asked to set a password. You may also be asked to provide certain other information, including an image, interests and/or other requested information, at your option.

You are solely responsible for maintaining the confidentiality of your password and account. You agree not to transfer your email address or password, or lend or otherwise transfer your use of or access to the Service, to anyone else. You are also solely responsible for any and all activities that occur under your account. You may change your password, or any other account information, at any time by following instructions available on your Profile Page.

You agree to immediately notify us at support@sharechant.com of any unauthorized use of your account or any other breach of security related to your account or the Service.

Free Online Invitations

Nchant provides registered users with the ability to create and send online invitations for a wide variety of events for a multitude of occasions. Once you have created your invitation, you will then be asked to supply the email addresses or mobile phone numbers of those guests that you wish to invite using the Service. We do not share these email addresses or mobile phone numbers with third parties except in extremely limited circumstances, which are described in our [privacy policy](#).

Nchant App You may access the Service on your Device through an " **Nchant App**" made available for download by Nchant. The Nchant App may allow you to access features of the Service and/or provide dedicated features only available through the Nchant App. If you download the Nchant App, Nchant may require you to update the version of the Nchant App from time to time in order to continue to use the Service through the Nchant App. If you are accessing the Nchant App through an Apple Device, then the following additional terms and conditions are applicable to you and are incorporated into these Terms of Service by this reference:

- a. To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms of Service are entered into between you and Nchant and, that Apple, Inc. ("Apple") is not a party to these Terms of Service other than as third-party beneficiary as contemplated below.
- b. The license granted to you in these Terms of Service is also subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: [//www.apple.com/legal/itunes/us/terms.html](http://www.apple.com/legal/itunes/us/terms.html)).
- c. You acknowledge that Nchant, and not Apple, is responsible for providing the Service and Content thereof.
- d. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
- e. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- f. Notwithstanding anything to the contrary herein, and subject to these Terms of Service, you acknowledge that, solely as between Apple and Nchant Media LLC, Nchant Media LLC, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or

regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- g. Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- h. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service, and that, upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary thereof.

Other Features Nchant may provide additional features from time to time through the Service, which Nchant Media LLC may make available for your use in its sole discretion. Additional features made available by Nchant may be designated as in "beta". A feature or service that is in "beta" means that it is a work in progress and may not be fully functional, but that is being offered to test the feature or service and to develop its utility for the Nchant community.

LICENSE TO USE THE SERVICE

Subject to your compliance with these Terms of Service, Nchant grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to access and make personal use of this Service and not to download (other than page caching) or modify it, or any portion of it, except with Nchant Media LLC's express written consent. The foregoing license does not include any resale or commercial use of the Service or its contents; any derivative use of the Service or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This Service, or any portion thereof, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purposes without Nchant Media LLC's express written consent. Use of the Service that constitutes abuse shall be determined by Nchant Media LLC, in its sole discretion. Nchant Media LLC reserves the right to terminate your account if Nchant Media LLC determines you have not complied with these Terms of Service.

RESTRICTION ON USE OF CONTENT

You acknowledge that the Service may contain information, software, photos, video, text, graphics, music, sounds or other material (collectively, "**Content**") that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. The Content, taken together in its entirety, is protected under U.S. copyright laws as a collective work, and we own a copyright in the selection, coordination, arrangement and enhancement of such Content.

Modification of the Content or use of the Content for any purpose other than for your use of the Service, including use of any such Content on any other web site or networked computer environment, is strictly prohibited. Except as otherwise expressly authorized in writing in advance by us, you agree not to reproduce, redistribute, sell, modify, rent, lease, loan, adapt,

translate, create derivative works based (whether in whole or in part) on, decompile, reverse engineer, disassemble, or otherwise reduce all or any part of the Service, including the Content.

TRADEMARKS

The "Nchant" name and related stylized logos are registered and/or trademarked marks of Nchant Media LLC. Our partners may also have additional proprietary rights in the content which they make available through the Service. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

MATERIALS SUBMITTED THROUGH THE SERVICE

You are solely responsible for any data, text, software, sound files, images, photographs, graphics, video, messages, files, links or any other materials ("**Materials**") that are transmitted, posted, or distributed by you through the Service, including, but not limited to, the contents of your email communications, information, reviews, user ratings, photos or images posted or sent by you to or through the Service. All Materials posted or sent by you, are your sole responsibility. By posting or sending Materials you represent and warrant that you own all right, title and interest to such Materials and any likenesses contained in such Materials.

Nchant Media LLC does not control the Materials posted or sent through the Service and, as such, does not guarantee the accuracy, integrity or quality of such Materials. By using the Service you understand and agree that you may be exposed to Materials posted by other users that may be offensive, indecent or objectionable.

UNDER NO CIRCUMSTANCES WILL NCHANT MEDIA LLC BE LIABLE IN ANY WAY FOR ANY MATERIALS POSTED BY ANY USER OR THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED OR OTHERWISE TRANSMITTED VIA THE SERVICE.

You agree that if you post any Materials through the Service, you automatically grant to Nchant Media LLC, and its successors and assigns, a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license, in and to the Materials, to use, distribute, display, publicly perform, transmit, modify, publish, translate, adapt, redistribute, sublicense and reproduce such Materials to other users of the Service and to third parties with whom Nchant Media LLC has a relationship. You also grant Nchant Media LLC the right to authorize the downloading and printing in whole or in part of any Materials that you post to the Service.

You acknowledge and agree that (a) we reserve the right (but have no obligation) to evaluate the Materials before allowing them to be posted on or through the Service or otherwise stored in connection with the Service; and (b) we may do one or all of the following, at our sole

discretion: (i) monitor the submission of Materials; (ii) alter, remove, or refuse to post or allow to be posted or stored any Materials; and/or (iii) disclose any Materials or any communication through the Service, and the circumstances surrounding the transmission thereof, to (1) any third party as permitted in Nchant Media LLC's Privacy and Data Use Policy; (2) comply with applicable laws, (3) respond to governmental inquiries or requests, (4) comply with valid legal process, (5) protect the rights, privacy, safety or property of Nchant Media LLC, the Service visitors or the public, (6) permit us to pursue available remedies or limit the damages that we may sustain, and/or (7) enforce these Terms of Service.

RESTRICTIONS ON USE OF THE NCHANT App

You agree not to do the following on or through the Nchant App:

- Post, transmit, or otherwise make available, through or in connection with the Service anything that is or may be:
 - unlawful, threatening, harassing, degrading, abusive, hateful or intimidating;
 - defamatory; libelous or invasive of another's privacy;
 - fraudulent or tortious;
 - vulgar, obscene, indecent, sexually explicit, pornographic or otherwise objectionable;
 - protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right; or
 - a virus, worm, Trojan Horse, easter egg, time bomb, spyware, cancelbot, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment
 - an unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme", survey, contest, or investment opportunity;
 - any other form of solicitation, or use any distribution lists including any person who has not given specific permission to be included in such a process (commercial or otherwise);
 - Material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Use the Service to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information, including email addresses, about users of the Service.
- Harm minors in any way.
- Impersonate any person or entity, including without limitation any of our officials, forum leaders, guides or hosts; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make.

- Interfere with or disrupt the operation of the Service or the servers or networks used to make the Service available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Service, including without limitation by hacking or defacing any portion of the Service; or disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service or an Interactive Forum are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- Use the Service to distribute or otherwise publish or post any material containing any solicitation of funds, promotion, advertising, or solicitation for goods or services without our express prior written consent; or use the Service in a commercial manner, unless otherwise expressly allowed by Nchant Media LLC.
- Use the Service to distribute or otherwise publish or post any material that is pornographic, obscene, contains hate speech, is racist, promotes or encourages violence, is illegal or promotes illegal behavior, violates anyone's intellectual property rights, or is otherwise offensive or inappropriate as determined in Nchant Media LLC's sole discretion.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of or access to the Service.
- Use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Service any directory of Nchant's users or usage information or any portion thereof other than in the context of your use of the Service as permitted under these Terms of Service.
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- Remove any copyright, trademark or other proprietary rights notice from the Service or Content or Materials originating from the Service.
- Frame or mirror any part of the Service or Software without our express prior written consent; or forge headers or otherwise manipulate identifiers in order to disguise the origin of any Materials transmitted through the Service.
- Create a database by systematically downloading and storing content from the Service.
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Content or Materials from the Service or reproduce or circumvent the navigational structure or presentation of the Service.
- Engage in any other conduct which, in Nchant Media LLC's sole discretion, is considered inappropriate, unauthorized or objectionable.

In addition, you agree to comply will all applicable laws, regulations, and ordinances as a condition of use of the Service.

In order to permit us to protect the quality of our products and services, you hereby consent to our employees and representatives being able to access your account and records for any reason, in our sole discretion. We also reserve the right, but do not assume the responsibility, to monitor or review your conduct while using the Service. Your use of the Service is subject to all applicable local, state, national and international laws and regulations.

LINKS TO THIRD PARTY SITES

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials (collectively, "**Third Party Materials**") on or available from such sites or resources.

You acknowledge that such external sites usually have their own terms and conditions, including privacy policies, over which Nchant Media LLC has no control and which will govern your rights and obligations with respect to the use of those such third party's product, services or Websites.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Nchant Media LLC, its parent company, subsidiaries, affiliates, officers, directors, employees, consultants, agents, successors and assigns ("Nchant Media LLC Parties") from any and all third party claims, liability, damages, costs or demands, including, but not limited to, attorneys' fees, arising from (i) your use of the Service, including, but not limited to, all content therein and any products or services obtained by you through the Service, (ii) the violation of these Terms of Service by you, (iii) the infringement by you (or other user of the Service using your account) of any intellectual property or other right of any person or entity; or (iv) your violation of any applicable law or regulation (all of the foregoing, "Claims and Losses"). You agree to cooperate as required by Nchant Media LLC Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, Nchant Media LLC Parties retain the exclusive right to settle, compromise and pay any and all Claims and Losses, and reserve the right to assume the defense and control of any Claims and Losses.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NCHANT MEDIA LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AS TO THE OPERATION OF THE SERVICE, OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED IN THE SERVICE. NCHANT MEDIA LLC MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NCHANT MEDIA LLC MAKES NO WARRANTY

AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT NCHANT MEDIA LLC DOES NOT CONTROL CONTENT, INFORMATION, PRODUCTS OR SERVICES OFFERED BY ADVERTISERS, THIRD PARTIES OR OTHER USERS ON OR THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO, INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY LICENSE TO NCHANT MEDIA LLC FROM THIRD PARTIES OR MATERIALS PROVIDED BY OTHER USERS. NCHANT MEDIA LLC ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, USEFULNESS OR DECENCY OF THE SERVICE, OR CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ADVERTISERS AND USERS) THROUGH THE SERVICE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICE, OR LOSS OF DATA, THAT RESULTS FROM YOUR ATTEMPT TO DOWNLOAD ANY MATERIAL FROM THE SERVICE.

LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT NCHANT MEDIA LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF NCHANT MEDIA LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE (I) USE OR THE INABILITY TO USE THE SERVICE; (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (III) ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR CONTENT RECEIVED OR TRANSACTIONS ENTERED INTO WITH NCHANT MEDIA LLC OR A THIRD PARTY THROUGH THE USE OF THE SERVICE; (IV) INACCURACY OF ANY INFORMATION OBTAINED FROM USE OF THE SERVICE OR RELIANCE ON SUCH INFORMATION; OR (V) UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ALTERATION OF YOUR ACCOUNT OR DATA. YOU SPECIFICALLY AGREE THAT NCHANT MEDIA LLC IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY UNLAWFUL, HARASSING, DEFAMATORY, ABUSIVE, THREATENING, HARMFUL, VULGAR, OBSCENE, SEXUALLY EXPLICIT OR OTHERWISE OBJECTIONABLE CONDUCT OR SPEECH OF ANY OTHER PARTY ON OR THROUGH THE SERVICE, OR FOR ANY INFRINGEMENT OR VIOLATION OF YOUR RIGHTS BY ANY OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NCHANT MEDIA LLC'S TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND

USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS OF SERVICE, EXCEED AN AMOUNT EQUAL TO THE GREATER OF (I) THE AMOUNT YOU HAVE PAID NCHANT MEDIA LLC IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S), OR (II) ONE HUNDRED DOLLARS (\$100).

TERMINATION AND MODIFICATION OF THE SERVICE

You agree that we, in our sole discretion, may terminate your password, account, or Nchant subscription (or any part thereof) or use of the Service, and remove and discard any Materials within the Service, for any reason, at any time, without notice to you. We will also terminate your account upon receiving reliable information involving your violation of any law, and will cooperate with law enforcement agencies on such matters. We may also, in our sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice. You agree that we shall not be liable to you or any third party for any termination of your access to the Service.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: (a) modify or discontinue the Service, including, but not limited to (i) restricting the time the Service is available, (ii) restricting the amount of use of the Service permitted, and (iii) restricting or terminating any user's right to use the Service, with or without notice; (b) charge fees in connection with the use of the Service; (c) modify and/or waive any fees charged in connection with the Service; and/or (d) offer opportunities to some or all users of the Service. You agree that neither we nor any of our affiliates, shall be liable to you or to any third party for any modification, suspension or discontinuance of the Service, in whole or in part, or of any service, content or feature offered through the Service.

JURISDICTIONAL ISSUES

The Service is controlled and operated by Nchant Media LLC from the United States, and is not intended to subject Nchant Media LLC to the laws or jurisdiction of any territory other than that of the United States. Nchant Media LLC does not represent or warrant that the Service or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access the Service do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the Service's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

NOTICES

Nchant Media LLC may give notice to you by email, a posting on the Service, or other reasonable means. You must give notice to Nchant Media LLC in writing via email or as otherwise expressly provided by Nchant Media LLC. Nchant Media LLC may broadcast, distribute or display notices or messages through the Service to inform you of changes to these Terms of Service, the Service, the Privacy Policy or other matters of importance. Such broadcast, distributions or displays of information shall constitute notice to you.

GOVERNING LAW AND OTHER MISCELLANEOUS TERMS

These Terms of Service do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Nchant Media LLC. These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms of Service shall be filed only in the state or federal courts located in Los Angeles County in the State of California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action and you waive any jurisdictional, venue or inconvenient forum objections to such courts.

You agree that any claim or cause of action arising out of your use of the Service or these Terms of Service must be initiated within one (1) year after such claim or cause of action arose (two (2) years for residents of Texas) or it shall forever be barred, notwithstanding any statutes of limitations or other law to the contrary. Within this period, any failure by Nchant Media LLC to enforce or exercise any provisions of these Terms of Service or related right shall not constitute a waiver of that right or provision.

If any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Nchant Media LLC may assign these Terms of Service, in whole or in part, at any time with or without notice to you. You may not assign, transfer or sublicense these Terms of Service or any or all of your rights or obligations under these Terms of Service without Nchant Media LLC's express prior written consent. These Terms of Service will inure to the benefit of Nchant Media LLC's successors, assigns and licensees.

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

This is the entire agreement between you and Nchant Media LLC relating to the subject matter herein and may not be modified by you.

Software related to or made available by the Service may be subject to export controls of the U.S.A. No software from the Service may be downloaded, exported, or re-exported (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S.A. has embargoed goods, software, technology or services (which, as of the effective date of these Terms of Service, includes Cuba, North Korea, Iran, Sudan, and Syria), or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration

Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls.

Without limitation, you agree that a printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

MANDATORY ARBITRATION; WAIVER OF CLASS ACTIONS.

IF YOU ARE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

Agreement to Arbitrate. All disputes arising out of or relating to your use of the Service, any purchase you make, any information you provide, these Terms of Service (including the formation, performance or alleged breach), and your use of the Service will be exclusively resolved under confidential binding arbitration in accordance with the Rules of the American Arbitration Association (“AAA”), including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”) then in effect at the time of the dispute.

The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. If you initiate arbitration, we will promptly reimburse you for any standard filing fee which may have been required under AAA Rules once you have notified us in writing and provided a copy of the arbitration proceedings. However, if Nchant Media LLC is the prevailing party in the arbitration, applicable law may allow the arbitrator to award attorneys’ fees and costs to Nchant Media LLC. If for any reason the AAA is unavailable, the parties shall mutually select another arbitration forum. The arbitration will be conducted in the city of Los Angeles, California, but may proceed telephonically if the claimant so chooses.

The arbitrator’s award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Service may be joined to an arbitration involving any other party subject to these Terms of Service, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, we will have the right to seek injunctive or other equitable relief in state or federal court located to enforce these Terms of Service or prevent an infringement of a third party’s rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.

NO CLASS ACTIONS. Any disputes arising out of or relating to your use of the Service, any information you provide via the Service, or these Terms of Service (including their formation, performance or alleged breach) shall be submitted individually by you, and shall not be subject

to any class action or representative status. By entering into this agreement, you hereby irrevocably waive any right you may have to join claims with those of others or participate as a member of a class of claimants with respect to any claim submitted to arbitration. The parties to this arbitration agreement acknowledge that this class action waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate claims. If any portion of this class action waiver is limited, voided, or cannot be enforced, then the parties' agreement to arbitrate shall be null and void. You understand that by agreeing to this class action waiver, you may only bring claims against us in an individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.

YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH ARBITRATION.

Arbitration Opt-out. You shall have thirty (30) days to opt-out of this arbitration agreement beginning on the date that you (i) register your account, or (ii) if already registered, from the first time you use or log in to the Service following the publication of these Terms of Service. To opt out of arbitration you must email us at support@sharechant.com with the subject line "ARBITRATION OPT-OUT". If more than thirty (30) days have passed, you are not eligible to opt out of arbitration.

COPYRIGHT AND COPYRIGHT NOTICES

We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances, and at our discretion, terminate the accounts of users who infringe the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact our Copyright Agent for Notice of claims of copyright infringement at:

Registered Copyright Agent
Nchant Media LLC, Inc.

support@sharenchant.com

It is often difficult to determine if your copyright has been infringed. Nchant Media LLC may elect to not respond to notices that do not substantially comply with all of the foregoing requirements, and Nchant Media LLC may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the copyright law requirements.

INFORMATION OR COMPLAINTS

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Service, please send an email to support@sharenchant.com . You may also contact us by writing to Nchant Media LLC, Inc.,: Customer Service. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

MODIFICATIONS TO THESE TERMS OF SERVICE

Nchant Media LLC reserves the right to amend these Terms of Service at its sole discretion and any modifications shall be effective immediately upon posting. We will announce any such change by posting the revised draft of these Terms of Service on the Service. You can determine when these Terms of Service were last revised by referring to the "Last Updated" legend at the top of this page. By continuing to use the Service following such changes, you will be deemed to have agreed to such changes. If you do not agree with these Terms of Service or any changes thereto, please do not continue using this Service.

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