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3. * distribute, license, transfer or sell, in whole or in part, any of the Services or any derivative works thereof;
4. * market, rent or lease the Services for a fee or charge, or use the Platform to advertise or perform any commercial solicitation;
5. * interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
6. * incorporate the Platform or any portion thereof into any other program or product. We reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
7. * use automated scripts to collect information from or otherwise interact with the Services;
8. * impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
9. *intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 10.* use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting shill reviews;
- 11.* use the Services to upload, transmit, distribute, store or otherwise make available in any way (including for the purposes of creating and/or streaming content):
- 12.* files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- 13.* any unsolicited or unauthorised advertising, solicitations, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other prohibited form of solicitation;
- 14.* any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;
- 15.* any content which does or may infringe any copyright, trade mark or other intellectual property or privacy rights of any other person;

- 16.* any content which is defamatory of any person, obscene, offensive, hateful or inflammatory;
- 17.* any content that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
- 18.* any content that is deliberately designed to provoke or antagonise people, especially trolling, or is intended to harass, scare, distress, embarrass or upset people;
- 19.* any content that contains a threat of any kind, including threats of physical violence;
- 20.* any content that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
- 21.* any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or

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If you accessed or downloaded the App from the Apple Store, then you agree to use the App only: (i) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded the App from any app store or distribution platform (like the Apple Store, Google Play or the Amazon Appstore) (each, an “App Provider”), then you acknowledge and agree that:

1. * These Terms are concluded between you and Sam Works LLC, and not with App Provider, and that, as between Sam Works LLC and the App Provider, Sam Works LLC, is solely responsible for the App.
2. * App Provider has no obligation to furnish any maintenance and support services with respect to the App.
3. * App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
4. * In the event of any third-party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, Sam Works LLC will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
5. * You must also comply with all applicable third-party terms of service when using the App.
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General Prohibitions and Sam Works LLC’s Enforcement Rights

You agree not to do any of the following:

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2. * Access, tamper with, or use non-public areas of the Services, Sam Works LLC's computer systems, or the technical delivery systems of Sam Works LLC's providers;
3. * Attempt to probe, scan or test the vulnerability of any Sam Works LLC system or network or breach any security or authentication measures;
4. * Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Sam Works LLC or any of Sam Works LLC's providers or any other third party (including another user) to protect the Services or Content;
5. * Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Sam Works LLC or other generally available third-party web browsers;
6. * Use any meta tags or other hidden text or metadata utilizing a Sam Works LLC trademark, logo URL or product name without Sam Works LLC's express written consent;
7. * Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
8. * Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
9. * Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
10. * Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
11. * Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
12. * Impersonate or misrepresent your affiliation with any person or entity;
13. * Violate any applicable law or regulation; or
14. * Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Account Registration and Security.

You understand that you may need to create an account to have access to all of the parts of the App. You will: (a) provide true, accurate, current and complete information about yourself as prompted by the App's registration or subscription page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Sam Works LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Sam Works LLC has the right to suspend or terminate your account and refuse any and all current or future use of the App (or any portion thereof). You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to logon to the App using your account information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the App. We have the right to provide user billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business). Please note that anyone able to provide your personally identifiable information will be able to access your account so you should take reasonable steps to protect this information.

Accuracy of Information.

We attempt to ensure that information on the App is complete, accurate and current. Despite our efforts, the information on the App may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currency of any information on the App and do not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such Content. Through your use of the App and Services, you may be exposed to Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using our App and Services, you assume all associated risks.

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Dispute Resolution

Dispute Resolution

If you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association. Review this section carefully. This arbitration provision limits your and Our ability to litigate claims in court and you and Sam Works LLC each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Us in any state or federal court. You agree that if you do sue Us in state or federal court, and We bring a successful motion to compel arbitration, you must pay all fees and costs incurred by Us in court, including reasonable attorney's fees.

Arbitration Rules

arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the

Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

The arbitration will be conducted in Miami-Dade county. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Sam Works LLC submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Class or Collective Action Waiver

You agree that you will not file a class action or collective action against Us, and that you will not participate in a class action or collective action against Us. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in these Terms of Use, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into. Any dispute at that time in arbitration will be dismissed without prejudice and refiled in a court. Under no circumstances do you or We agree to class or collective procedures in arbitration or the joinder of claims in arbitration.

We agree that We will not file a class or collective action against you, and that We will not participate in a class or collective action against you, for any disagreement arising out of, connected to, or in any way related to these Terms

of Use. We agree that We will submit all disputes with you to arbitration before the Arbitrator.

Links to Other Web sites or Applications

for the content, practices or standards of third party sites. Inclusion of any third party link does not imply a recommendation or endorsement by Us. We are not responsible for and will not have any liability for any damages or injuries of any kind arising in connection with the content of linked third party sites, sites framed within Our Web sites or Apps, or third-party advertisements. We do not make any representations regarding the content or accuracy of third-party sites. Your use of third-party sites is at your own risk and subject to the terms and conditions of use for such sites.

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We do not warrant that the App will be compatible or interoperable with your mobile device or any hardware, software, equipment or device installed on your mobile device or used by you to access and use the mobile application in connection with your mobile device (“Accessories”). You acknowledge that compatibility and interoperability problems: (a) may cause the performance of the App, your mobile device and any Accessories to diminish or fail completely; (b) may result in permanent damage to your mobile device and any Accessories; (c) may result in a loss of data on your mobile device or Accessories; or (d) may result in the corruption of software and files located on your mobile device and any Accessories. You acknowledge and agree that Sam Works LLC shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

Other Terms and Conditions

If any provision of this Agreement is unlawful, void or unenforceable, you agree that the provision will be enforced to the maximum extent permissible and the remaining provisions contained in this Agreement shall continue in full force and effect.

Force Majeure

Neither Sam Works LLC nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

General

Any claim relating to, and the use of, this App and the materials contained herein is governed by the laws of the State of Florida. You consent to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida. A printed version of these Terms of Service will be admissible in judicial and 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