

Terms of Use

Gethr Inc., a Texas corporation, *dba* Crue ("**Crue**," "**we**," "**us**," or "**our**"), through its website crue.club (the "**Website**") and other third party platforms, provides resources for its users, including, but not limited to, resources relating to influencer marketing, proprietary data analytics and machine learning to assist in connecting influencers with fans, to help promote influencers in the most effective and organic way possible, and to allow fans to receive points that can be exchanged for rewards, along with such other resources and services as may be available from time to time either on the Website or as a stand-alone resource via other platforms and applications (collectively, the "**Services**"). The use of the Website and the Services hereunder are subject to the following Terms of Use (the "**Terms**"), which may be updated by Crue from time to time. The use of the Services through third party websites, platforms and/or applications to which Crue links shall further be subject to the terms of use of each applicable third party website, platform and/or application respectively.

"**Crue Parties**" means Crue and its affiliates, and each of their respective shareholders, directors, officers, employees, contractors, members, agents, representatives, or their respective successors and/or assigns, each being a "**Crue Party**." "**Website Elements**" means each of the Website, Content (as defined in Section 1, below), Services, and any other element on or relating to the Website or any other third party platform where these elements are incorporated and provided, and "**Website Element**" means any of the foregoing.

By accessing the Website, including the content made available on the Website (the "**Content**," as defined in Section 1, below), and by using the Services and Website Elements in any way, you are agreeing to comply with and be bound by these Terms. In addition, these Terms, including Crue's Privacy Policy, and any other policies, rules or guidelines that may be applicable to particular offers or features on the Website (collectively, the "**Additional Terms**") are hereby incorporated by reference into these Terms. By using or visiting the Website, and by using the Services and Website Elements, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws, guidelines, and regulations governing the Website, the Services, and the Website Elements. To the extent that there is a conflict between these Terms and Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern. These Terms will remain in full force and effect as long as you are a user of the Website, the Services, and/or the Website Elements, and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms, including any indemnifications, warranties and limitations of liability. Should you object to any of the terms or conditions of these Terms, any guidelines, or any subsequent modifications thereto or become dissatisfied with Crue or the Website, the Services, and/or the Website Elements in any way, you should immediately discontinue use of the Website, the Services, and/or the Website Elements.

YOU AGREE THAT BY USING THIS WEBSITE AND THE SERVICES AND/OR WEBSITE ELEMENTS HEREUNDER, YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

IF YOU ARE UNDER 18 YEARS OF AGE, YOUR PARENT OR GUARDIAN MUST AGREE ON YOUR BEHALF TO ENTER INTO THIS AGREEMENT AND BE BOUND,

AND BIND YOU, BY THESE TERMS. IF YOU ARE UNDER 18 YEARS OF AGE, AND YOUR PARENT OR GUARDIAN HAS NOT AGREED TO BE BOUND BY THESE TERMS ON YOUR BEHALF, YOU ARE NOT AUTHORIZED TO USE THIS WEBSITE, THE SERVICES AND/OR WEBSITE ELEMENTS.

PLEASE REFER TO THE PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE, FOR INFORMATION REGARDING PERSONS UNDER THE AGE OF 18.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THIS WEBSITE, THE SERVICES AND/OR WEBSITE ELEMENTS.

It is your responsibility to periodically review these Terms. Nevertheless, Crue reserves the right, at any time, to change the Terms by publishing such changes on the Website. Any use of the Website, the Services or the Website Elements by you after Crue's publication of any such changes shall constitute your acceptance of these Terms, as modified. You agree that Crue is permitted to access and use any other information provided by you to perform the Services, including any Personally Identifiable Information (as defined in Crue's Privacy Policy), and, if necessary, to access such information to obtain contact information in order to provide notifications relating to the Services provided to you by Crue.

1. Licenses and Website Access: For purposes of these Terms, "**Content**" includes any text, message, data, photograph, image, graphic, information, audio/video files or other material on the Website (excluding any User Content as defined below), and the related trademarks, service marks, logos, insignias and other intellectual property contained therein. As between you and Crue, the Content (excluding any User Content as defined below), is owned by or licensed to Crue, subject to copyright and other intellectual property rights under the law. Without limitation, this includes both the Gethr and Crue brand names, as well as any and all Gethr and/or Crue trademarks and service marks used on or by the Website. Content also includes the "look and feel" of the Website (including its design, layout, color combinations, button shapes and other graphical elements). Content on the Website is provided to you "as is" for your information in connection with your use of the Services. Crue grants you a limited, revocable, non-exclusive, non-transferable license to access the Website and Content and utilize certain Services for your own personal use only, and not to modify the Content, or any portion thereof (other than as expressly permitted by Crue). Except as expressly stated in the Terms, you are not granted any right or license, by implication, estoppel, or otherwise, in or to any patent, service mark, trademark, copyright, or proprietary right of Crue or any third party, in connection with your use of the Website and any Content provided by Crue or any third party on the Website. Elements of the Website, including page headers, custom graphics, logos, sounds, images and button icons, are protected by trade dress and other state and federal laws and may not be copied or imitated in whole or in part. Violation of these Terms, including without limitation modification or use of Content on the Website for any purpose other than those permitted in this Agreement, shall result in the automatic termination, without notice to you, of your license to access the Website and utilize the Content and Services, and also may constitute the infringement of Crue's copyright, service mark, trademark and/or other rights. You shall not attempt to access any other Crue systems, programs or data that are not made available for public use.

2. Restrictions on Use of Website: You agree that in connection with your use of the Website, you will not do any of the following:

- (a) Circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content, or enforce limitations on use of the Website or the Content.
- (b) Copy, reproduce, republish, upload, post, transmit, or distribute in any way any Content without Crue's written permission, other than as expressly allowed by Crue.
- (c) Transmit through the Website any software or other materials that contain any malware, viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a harmful or destructive nature.
- (d) Use any data scraping, mining, robots, spiders, or similar data gathering and extraction methods within the Website or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents without Crue's prior written consent.
- (e) Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Website.
- (f) Use any meta tags or any other "hidden text" utilizing Crue's name or any substantially similar name without Crue's express written consent.
- (g) Request more than 500 pages of the Website in any twenty-four hour period, whether alone or acting in concert with a group of individuals.
- (h) Request more than 10 media or other documents available for download from the Website in any twenty-four hour period, whether alone or acting in concert with a group of individuals.
- (i) Take any action that imposes or may impose (in Crue's sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure.
- (j) Duplicate or create multiple user accounts in an attempt to circumvent our security and privacy measures and policies.
- (k) "Frame" or "mirror" any part of the Website.
- (l) Provide to Crue false or incorrect Personally Identifiable Information (as defined in Crue's Privacy Policy).
- (m) Remove any copyright, trademark or other proprietary rights notices contained on the Website.
- (n) Use the Website or Content for any unlawful purpose.

(o) Post User Content on or through the Website that includes any "Prohibited Content" as defined below. **"Prohibited Content"** includes, but is not limited to, any User Content that: (i) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (ii) is bigoted, hateful, or racially or otherwise offensive; (iii) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (iv) is harmful or can reasonably be expected to be harmful to any person or entity; (v) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; (vi) infringes or violates any right of a third party including right of privacy, right of publicity, copyright, patent, trademark, service mark, trade secret or other proprietary or contractual rights; (vii) is commercial, business-related or solicits or advertises or offers to sell any products or services, whether or not for profit; (viii) contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Website or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Website; (ix) does not generally pertain to the designated topic or theme of the relevant application, public forum or blog; (x) violates any specific restrictions applicable to the application, public forum or blog; and/or (xi) is antisocial, disruptive, or destructive, including "spamming," "flooding," and "trolling" as those terms are commonly understood and used on the Internet.

3. Creating an Account: You may browse the Website and view certain content without registering, but as a condition to using certain aspects of the Website and the Services, you may be required to register with Website and select a password and screen name ("User ID"). You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your Website account. You shall not (i) select or use as a User ID a name of another person with the intent to impersonate that person; (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID a name that is otherwise illegal, offensive, vulgar or obscene. Company reserves the right to refuse registration, cancel a User ID or deny your access to the Website in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Website password. You shall never use another user's account or allow another user to use your account. You will immediately notify Company in writing of any unauthorized use of your account, or other account related security breach of which you are aware. Please read our Privacy Policy, which describes the Personally Identifiable Information we collect, use, disclose, manage and store. You will be responsible for the confidentiality and use of your User ID, and for any and all activities (including purchases, as applicable) that are conducted through your account, and agree not to transfer or resell your use of or access to the Website to any third party. We are not liable for any harm caused or related to the theft or misappropriation of your User ID, disclosure of your User ID, or your authorization of anyone else to use your User ID. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by visiting Website and immediately notify us of the problem by emailing us at team@crue.club.

4. Third Party Websites: The Website may contain links to other websites ("**Third Party Websites**"), which Third Party Websites are completely independent of this Website and are provided to you only as a convenience. Crue makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in, or the products or services provided or sold by, any such Third Party Website. Your visiting, or linking to any Third Party

Websites is at your own risk and you acknowledge that you bear all risks associated with access to and use of any content, information, data, advertising, products, services, or materials on or available through such Third Party Websites, and your access to and use of such Third Party Websites is subject to the terms and conditions of use applicable to such Third Party Website. You agree that Crue Parties are not responsible for any loss or damage of any sort you may incur from dealing with any Third Party Website. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any linked site.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, SERVICES, OR ANY OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

5. Limitations on Services: You acknowledge that Crue may establish limits concerning use of the Services and reserves the right at any time to modify or discontinue the Services (or any part thereof), with or without notice, including but not limited to the functionality or hours of availability, the equipment needed for its access or use, or its pricing. Crue shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

YOU ACKNOWLEDGE THAT CRUE IS NOT RESPONSIBLE OR LIABLE FOR YOUR USE OF ANY OF THE SERVICES. You acknowledge that any limitations on Services will not be cause for a refund for any of Crue's Services.

6. Termination of Services: Notwithstanding anything contrary in these Terms, Crue reserves the right, without notice and in its sole discretion, to suspend or terminate your ability to use the Website (which would include deleting or deactivating your account, blocking your email or IP address, and/or blocking or preventing your future access to and use of the Website). You agree that Crue shall not be liable to you or any third party for any suspension or termination of your access to the Website. Further, you agree not to attempt to use the Website after said suspension or termination unless you have received prior written permission from Crue. Upon any termination, you must promptly destroy all Content downloaded or otherwise obtained from this Website, as well as all copies of such Content, whether made under this agreement or otherwise.

7. Privacy and Information Disclosure: You acknowledge and agree that Crue's Privacy Policy, as contained on this Website, is incorporated herein by this reference and is thereby a part of these Terms.

8. Ownership:

(a) **Website Content.** This Website and the Services are owned and operated by Crue. All right, title and interest in and to the Content provided on this Website or the Services provided by Crue hereunder (excluding any User Content), including but not limited to information, documents, logos, graphics, sounds, page headers, button icons, service marks, trade dress, trademarks and images are owned either by Crue or by third party

authors, developers, or vendors and licensed to Crue ("Third Party Providers"). Except as otherwise expressly provided by Crue, none of the Content may be republished, reproduced, uploaded, displayed, posted, distributed, or transmitted, in any way, including without limitation on any other website or in a networked computer environment, and nothing on this Website shall be construed to confer any license under any of Crue's intellectual property rights, whether by implication, estoppel, or otherwise. You further acknowledge that you do not acquire any ownership rights by using the Website, the Content, the Services or any User Content provided by any third party. Any rights not expressly granted herein to you are hereby reserved by Crue.

(b) Copyrights. All Website design, graphics, and the selection and arrangement thereof, are owned by Crue. © 2022 Crue ALL RIGHTS RESERVED.

(c) Trademarks. Crue's logo, and all images and text, and all page headers, custom graphics and button icons are service marks, trademarks and/or trade dress of Crue. All other trademarks, service marks, product names and company names or logos cited herein are the property of their respective owners. The trademarks, logos, and service marks displayed on the Website (collectively the "Trademarks") are the registered and unregistered trademarks of Crue, Crue's licensors and suppliers, and others. Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademarks without the express written permission of Crue, Crue's licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and Crue will enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

(d) User Content. Except as otherwise set forth herein, Crue does not claim any ownership rights in the Content that you post on or through the Website (collectively, "User Content"). Crue may host reviews, message boards, blog feeds, and other forums (collectively, "Forums") on the Website, through which you may be able to post certain User Content. After posting your User Content to the Website, you continue to retain any such rights that you may have in your User Content, subject to the provisions of these Terms. In addition to, and not in lieu of the rights set forth herein, by displaying or publishing ("**posting**") any User Content on or through the Website, you hereby grant to Crue and its designees an assignable license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such User Content solely on or through the Website and/or other Crue websites, including without limitation distributing part or all of the User Content in any media formats and through any media channels now known or hereafter devised, in Crue's sole discretion. The foregoing license shall be non-exclusive, irrevocable, fully-paid and royalty-free, sublicensable, worldwide, and perpetual. None of the User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and Crue will not be liable for any use or disclosure of any User Content. If Crue does decide, in its sole discretion, to attribute User Content to you, you hereby grant Crue the right to use your user name with respect to such attribution, and waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your user name. Crue may reject, refuse to post or delete any User Content for any or no reason, including User Content that in the sole judgment of Crue violates these Terms

or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. Crue assumes no responsibility for monitoring the Website for inappropriate User Content or conduct. If at any time Crue chooses, in its sole discretion, to monitor the Website, Crue nonetheless assumes no responsibility for the User Content, no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of the user submitting any such User Content. You are solely responsible for the User Content that you post on or through the Website, and any material or information that you transmit to other parties and for your interactions with other parties (including but not limited to Third Party Providers). Crue is and shall be under no obligation to pay to user any compensation for any User Content; or to respond to any User Content.

9. Forums. Information on our Forums may be provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with Crue. You acknowledge that there may be a large volume of information available in our Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, offensive, indecent, objectionable, obscene, threatening, harassing or encourages any such conduct, or that otherwise violate the restrictions on User Content set forth in the Terms, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Crue Parties with respect thereto. Crue neither endorses nor is responsible for such messages or statements, or for any opinion, advice, information or other utterance made or displayed on the Website or Forums by third parties, whether such third parties are visitors to the Website, contributing Users, or otherwise. The opinions expressed in the Forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of Crue. Crue is not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will Crue Parties be liable for any loss or damage caused by your reliance on such information obtained through the Website. If notified by a user of User Content that allegedly does not conform to these Terms, Crue may in its sole discretion investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Content.

10. Digital Millennium Copyright Act. If you are a copyright owner or an agent thereof and believe that any Content, including without limitation any User Content, infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Crue's designated Copyright Agent to receive notifications of claimed infringement is: Kinney Law, P.C., 8023 Beverly Blvd., Suite 1568, Los Angeles, CA 90048, Attn: Christiane C. Kinney, Esq.; christiane@ckinneylaw.com. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Crue's customer service at team@crue.club. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

11. Warranty Matters and Liability of Crue. No representations or warranties, express or implied, are given regarding the Website Elements or your use of the Website Elements. Crue's liability is limited strictly to amounts actually paid by you to Crue in connection with the use of Services, if any. If you are not satisfied with our service please contact our customer service department at team@crue.club. Without limiting the generality of the foregoing, you agree that use of the Website Elements is entirely at your own risk. Crue assumes no responsibility for errors or omissions in the Website Elements, or any Third Party Website.

(a) The Website Elements are provided on an "AS IS" or "AS AVAILABLE" basis, without any warranties of any kind. Crue does not warrant the quality, accuracy, functionality, performance, merchantability, security, reliability, completeness, or timeliness of the Website Elements or any other information, text, graphics, links or other items contained within the Website Elements. To the fullest extent permitted by law company disclaims any warranties for and does not assume any responsibility for any incompleteness, errors, security, reliability, timeliness, viruses, harmful components or effects, vulnerabilities, bugs, problems, omissions, inaccuracies or other limitations in, or interruptions in the operation of Website Elements, or any other information, text, graphics, links or other items contained within the Website Elements or any Third Party Website, or any other services or Items-For-Sale received or purchased through or advertised on the Website, or accessed through any links on the Website. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. Your use of the Website Elements or any Third Party Website is entirely done so at your own risk.

(b) More specifically with respect to any products sold by a Third Party Website linked from the Website, Crue expressly disclaims all warranties, express, implied or statutory with respect to such products, including, without limitation, warranties of merchantability and fitness for a particular purpose and any warranties arising from trade usage, course of dealing or course of performance. By utilizing the Services hereunder, you hereby affirm that you have not relied upon the skill or judgment of Crue or any of Crue's agents, employees or representatives to select or furnish any products or materials for any particular purpose, and that any such products or materials are being provided without any warranty by Crue that the material is suitable for any particular purpose.

(c) Without limiting the foregoing provisions of this Section 11, this Section 11 is expressly intended to apply to User Content.

12. Limitations of Liability:

(a) Under no circumstances shall Crue Parties be liable to you or any third party under any contract, negligence, strict liability or other theory arising out of or relating in any way to the Website Elements, the Services, any Third Party Website, or any product or service purchased through any Third Party Website, for any direct, indirect, incidental, punitive, special, consequential or exemplary damages (even if Crue has been advised of the possibility of such damages) resulting from any aspect of your use of any of the foregoing, whether the damages arise from use or misuse of any of the foregoing, from inability to use any of the foregoing, or the interruption, suspension, modification, alteration, or termination of any Website Element or Services. Such limitation shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with any Website Element or Services, or any links on the Website, as well as by reason of any information received through or advertised in connection with the Website Elements or any links on the Website. These limitations shall apply to the fullest extent permitted by law.

(b) To the extent that the foregoing limitations on liability in Section 12(a) above are limited or restricted by law, your sole and exclusive remedy and company's absolute limit of liability in connection with any lawsuit, claim or cause whatsoever directly or indirectly relating to or arising out of or relating in any way to the Website Elements and/or the Services, whether based on contract, tort or any other legal theory of recovery, shall in all cases be strictly limited to the price paid by you directly to Crue, if any, in connection with such access to or use of the Website Elements and/or the Services.

(c) You acknowledge and agree that, if the limitations of liability set forth in Section 12(a) above are limited or restricted by law, shall be your sole remedy even if such remedy fails in its essential purpose for any reason whatsoever, and in no event shall company be liable for any direct, indirect, incidental, punitive, special, consequential or exemplary damages (even if company has been advised of the possibility of such damages), to you or any third party.

(d) Crue shall not be liable for any failure for any reason, in whole or in part, beyond Crue's reasonable control, including, but not limited to, production schedules of Crue's suppliers, epidemics and/or pandemics, unavailability of materials, labor disturbances, acts of God, earthquake, fire, flood, weather, terrorism or transportation difficulties.

13. Indemnity and Customer Warranty. You agree to defend, indemnify and hold Crue Parties harmless from any claim, action, loss, expense, or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of (i) your use of any Website Element, the Services, or a Third Party Website, (ii) your violation or breach of these Terms and/or Privacy Policy, or (iii) the inaccuracy of your representations and warranties herein.

14. Essential Basis of Bargain. YOU ACKNOWLEDGE THAT CRUE HAS SET ITS PRICES AND PROVIDED ACCESS TO OR USE OF THE WEBSITE, THE SERVICES, AND/OR ANY OTHER WEBSITE ELEMENT IN RELIANCE OF THE LIMITATIONS OF LIABILITY, THE DISCLAIMERS OF WARRANTIES AND DAMAGES, THE GENERAL RELEASE, AND THE INDEMNITY SET FORTH HEREIN IN SECTIONS 11-13, AND THAT THE SAME FORM AN ESSENTIAL BASIS UPON WHICH THESE TERMS ARE ESTABLISHED, AND UPON WHICH CRUE HAS PROVIDED TO YOU ACCESS TO AND USE OF THE WEBSITE ELEMENTS AND THE SERVICES HEREUNDER. YOU AGREE THAT THE LIMITATIONS OF LIABILITY, THE DISCLAIMERS OF WARRANTIES AND DAMAGES, THE GENERAL RELEASE, AND THE INDEMNITY SET FORTH HEREIN IN SECTIONS 11-13 WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

15. Promotional Offers, Contests and Sweepstakes: Crue may from time to time offer participation in promotional offers, contests and sweepstakes on our Website. Your participation in these offers, contests and sweepstakes is governed by the express rules applicable to each such offer, contest or sweepstakes.

16. Technical Support Issues: If you encounter a technical problem when attempting to print or otherwise access your completed form, or some other problem you may encounter in attempting to utilize our Services and/or Content, Crue's customer service representatives may be able to assist you with your problem.

17. Inaccuracy. From time to time there may be information on our Website that contains typographical errors, inaccuracies, or omissions. Crue may correct errors, inaccuracies, or omissions and change or update information at any time without notice. We apologize for any inconvenience this may cause you.

18. Ability to Accept Terms of Service. You affirm that you are 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Website Terms, and to abide by and comply with these Website Terms. If you are under 18 years of age, then please do not use the Website. There are lots of other great websites for you. Talk to your parents about what sites are appropriate for you.

19. General Information. The Terms constitute the entire agreement between you and Crue and govern your use or purchase of any Website Element and/or your participation and use of the Services, superseding any prior agreements between you and Crue, other than the Privacy Policy and Streamer Addendum, if applicable. The failure of Crue to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The Terms do not limit any rights that Crue may have under trade secret, copyright, patent, trademark or other laws. The employees of Crue are not authorized to make modifications to the Terms, or to make any additional representations, commitments, or warranties binding on Crue, except in a writing signed by an authorized officer of Crue. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

You warrant, represent and agree that, by accessing and/or using any Website Element and/or the Services, you (i) do so with knowledge of any and all rights that you may have with respect to the provisions of these Terms, (ii) have carefully read and considered these Terms and fully understand its contents and the significance of its contents, (iii) are consenting to these Terms of your own informed and free will, based upon such party's own judgment and without any coercion or fear of retaliation, and (iv) you have been afforded the opportunity to obtain independent legal advice with respect to these Terms.

The Terms and the relationship between you and Crue shall be governed by the laws of the State of California without regard to any conflicts of laws principles. Further, you agree that all actions or proceedings arising in connection with your use of the Website, the Content, any User Content, the Services, and these Terms shall be tried and litigated exclusively in the State and Federal courts located in the County of Los Angeles, State of California. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between you and Crue with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. You hereby waive any right you may have to assert the doctrine of forum non convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulate that the State and Federal courts located in the County of Los Angeles, State of California shall have in personam jurisdiction and venue over you for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to your use of the Website or these Terms. You hereby authorize and accept service of process sufficient for personal jurisdiction in any action against you as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Website, the Content, any User Content, the Services, and/or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You also agree that the Terms shall not be construed against the drafting party, *i.e.*, Crue.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS,

COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

YOU AND CRUE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and Crue agree otherwise, the trier of fact may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

In addition, in the event of a breach of these Terms by you, Crue will, in addition to all other remedies available to it, be entitled to equitable relief by way of a temporary restraining order, or preliminary or permanent injunction and any other legal or equitable remedies. This provision will not be construed as a waiver of the rights which Crue may have for damages under these Terms or otherwise, and all of Crue's rights and remedies will be unrestricted.

If any provision of these Terms as applied to any party or to any circumstance shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of these Terms, the application of any such provision in any other circumstance, or the validity or enforceability of these Terms, and any provision that is found to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of the law.

20. Questions: If you have any questions, comments or complaints regarding these Terms or the Website, feel free to contact us at team@crue.club.

21. Notice for California Users. Under California Civil Code § 1789.3, California users of the Website are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.