PLEASE READ THIS USER AGREEMENT AND ALL OTHER AGREEMENTS AND POLICIES REFERENCED HEREIN COLLECTIVELY DEFINED BELOW AS THE "TERMS OF SERVICE" CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

This User Agreement (this "Agreement") is a contract between you ("you" or "User") Acme Global Inc. ("Acme," "we," or "us") and our affiliates Acme Escrow Inc. ("Acme Escrow"). You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our website located at www.Acme.com or any part of the rest of the Site (defined in the Site Terms of Use) or the Site Services (defined in the Site Terms of Use).

This Agreement includes and hereby incorporates by reference the following important agreements, as they may be in effect and modified from time to time: Site Terms of Use; Fee and ACH Authorization Agreement; Cookie Policy; Privacy Policy; Mark Use Guidelines; Freelancer Membership Agreement; Proprietary Rights Infringement Reporting Procedures; Acme App Software License Agreement; API Terms of Use; and the escrow instructions as applicable to any Service Contract you enter into with another User, specifically the Hourly, Bonus, and Expense Payment Agreement with Escrow Instructions; and Fixed-Price Escrow Instructions. This Agreement also incorporates, for any User using the Acme Direct Contract Service, Acme Direct Contract Terms and Direct Contract Escrow Instructions. These agreements are collectively, with this Agreement, called the "Terms of Service".

Subject to the conditions set forth herein, Acme may, in its sole discretion, amend this Agreement and any of the other agreements that comprise the Terms of Service at any time by posting a revised version on the Site. Acme will provide reasonable advance notice of any amendment that includes a Substantial Change (defined below), by posting the updated Terms of Service on the Site, providing notice on the Site, and/or sending you notice by email. If the Substantial Change includes an increase to Fees charged by Acme, Acme will provide at least 30 days' advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in Fees or any temporary or promotional Fee change. Any revisions to the Terms of Service will take effect on the noted effective date (each, as applicable, the "Effective Date").

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION PROVISION IN SECTION 14 OF THIS AGREEMENT (SUBJECT TO YOUR RIGHT TO OPT OUT OF THE ARBITRATION PROVISION AS PROVIDED IN SECTION 14). IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE SITE TERMS OF USE.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.