**TERMS AND CONDITIONS OF SERVICE OVERVIEW**

These Terms of Service govern the use of the web-based communications platform offered by MNX USA LLC (the “Company”) at Company’s website or mobile applications. The platform services provided by Company, the Site and mobile applications together are hereinafter collectively referred to as the “MNX Platform.”

Your use of the MNX Platform constitutes your acceptance of and agreement to all of the terms and conditions in these Terms and Conditions of Service as articulated fully herein. You represent and warrant that that: (1) you are 18 years of age or older and are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (2) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. You are required to agree to and accept these Terms and Conditions of Service.

These Terms and Conditions of Service (articulated in further detail herein) include:

* Your agreement that the MNX Platform is provided “as is” and without warranty (Section 14).
* Your agreement that Company has no liability regarding the MNX Platform (Section 15).
* Your acknowledgment and agreement that Company does not supervise, direct or control the Talent Service Provider in any manner (Section 1) and Company has no liability regarding any Entertainment Services provided by the Talent Service Provider.
* Your acknowledgement and agreement that the MNX Platform is to be used solely for lawful entertainment purposes and MNX does not tolerate, and will assist authorities in criminal prosecution of, any illicit and/or illegal activity, including but not limited to solicitation of prostitution (Section 2),
* Your acknowledgement and agreement that you are solely responsible for your interactions on the MNX Platform and you understand that the Company currently does not conduct criminal background checks on its users, does not verify the statements of its users, and makes no representations or warranties as to the conduct of user (Section 2).
* Your consent to release Company from liability based on any and all claims between Users (Section 2) and generally (Section 15).
* Your agreement to indemnify Company from claims due to your use or inability to use the MNX Platform or content submitted from your account to the MNX Platform (Section 16).
* Your consent that you and Company have the right to compel arbitration.

**TERMS AND CONDITIONS OF SERVICE**

* 1. **MNX Platform Connects Talent Service Providers and Clients**

The MNX Platform is a web-based communications platform which enables the connection between Clients and talent service providers (“Talent Service Provider”). “Clients” are individuals and/or businesses seeking to obtain entertainment services (“Entertainment Services”) from Talent Service Providers and are therefore clients of Talent Service Providers. “Talent Service Providers” are individuals seeking to entertain Clients. Talent Service Providers may serve drinks, converse with, and mingle with Clients, and/or perform exotic dances for purposes of Client entertainment. Under no circumstances shall Talent Service Providers engage in any activity, perform any act, provide any service, or engage in any conduct in furtherance of any activity or service that is illegal under New York state or federal law. Clients and Talent Service Providers together are hereinafter referred to as “Users.” If you agree on the terms of a particular Entertainment Service with another User, you and such other User form a Service Agreement directly between the two of you as set forth in more detail in Section 3 below.

COMPANY DOES NOT PERFORM OR PROVIDE ENTERTAINMENT SERVICES AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM ENTERTAINMENT SERVICES. COMPANY DOES NOT SUPERVISE, DIRECT OR CONTROL A TALENT SERVICE PROVIDERS ENTERTAINMENT SERVICE OR THE ENTERTAINMENT SERVICE IN ANY MANNER, WHICH CLIENT HEREBY ACKNOWLEDGES. LIKEWISE

The MNX Platform only enables connections between Users for the fulfillment of Entertainment Services provided by Talent Service Providers. Company is not responsible for the performance of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of the Entertainment Services, Talent Service Providers, Clients, or the integrity, responsibility, qualifications or any of the actions or omissions whatsoever of any Users. Company makes no representations about the suitability, reliability, or timeliness requested and the Entertainment Services provided by Users identified through the MNX Platform whether in public, private, or offline interactions.

* 1. **User Vetting**

The Company does not currently conduct criminal background checks on Clients and/or Talent Service Providers. Users understand, acknowledge, and agree that the use of the MNX Platform is done at their own risk. The Company reserves the right to conduct a criminal background check or other screenings (such as sex offender register searches), at any time and using available public records. The Company further reserves the right to utilize third party services, where appropriate, to conduct investigations of any users. Users hereby give consent to Company to conduct background checks as often as required in compliance with federal and state laws, including, without limitation, the Fair Credit Reporting Act.

The Company does not verify the statements of its users and the Company cannot confirm that each User is who they claim to be. Therefore, Company cannot and does not assume any responsibility for the accuracy or reliability of identity or background check information or any information provided through the MNX Platform.

When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don’t know. You agree to take all necessary precautions in all interactions with Clients and/or Talent Service Providers you meet through the MNX Platform. The Company is not responsible for the conduct of any user and, in no event shall the Company, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the MNX Platform, including without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications with other users, meetings with Clients or Talent Service Providers you meet and interact with via the MNX Platform.

* 1. **Contract between Clients and Talent Service Providers**

You acknowledge and agree that a contract (the “Service Agreement”) is formed when you agree on the terms of Entertainment Services with another User. The terms of the Service Agreement include the terms set forth in this Section 3, the engagement terms proposed and accepted on the MNX Platform, and any other contractual terms accepted by both the Client and the Talent Service Provider to the extent such terms do not conflict with the terms in this Section 3 and do not expand Company’s obligations or restrict Company’s rights under this Agreement. You agree that Company is not a party to any Service Agreement and the formation of a Service Agreement will not, under any circumstance, create an employment or other service relationship between Company and the Talent Service Provider.

The Client shall pay for the Entertainment Services through a third-party payment provider as indicated on the MNX Platform at the rates agreed to in the engagement terms. Both parties agree to notify Company of any disputes prior to negotiation of or filing of any claims and to negotiate any dispute informally via Company representatives for at least thirty (30) days before initiating any proceeding between the parties.

* 1. **Billing and Payment**

Users of the MNX Platform contract for Entertainment Services directly with other Users. Company will not be a party to any contracts for services. Payment for Entertainment Services through the MNX Platform is made via third-party payment provider Stripe, Inc. Payment will be processed at the time of booking an Entertainment Service. The Talent Service Provider is paid after the Entertainment Service is concluded.

Users of the MNX Platform will be required to provide a valid credit card or debit card to Company and/or the Payment Service Provider retained by Company (the “PSP”). Clients will be responsible for paying the invoice for each Entertainment Service (the “Invoice”), which will include (i) the pricing terms (“Payment”), (ii) any tip or gratuity, if applicable, (iii) the service charge Company assesses for the MNX Platform, variable based on the Payment amount;(iv) the platform fee, which is used to offset Company's cost; and (v) any applicable sales tax.

Payment processing services are provided by Stripe and are subject to the [Stripe Connected Account Agreement](https://stripe.com/connect-account/legal), which includes the [Stripe Terms of Service](https://stripe.com/legal) (collectively, the “Stripe Services Agreement” or “PSP Agreement”). By agreeing to MNX Terms and Conditions of Service, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of MNX enabling payment processing services through Stripe, you agree to provide MNX accurate and complete information about you and you authorize MNX to share it and transaction information related to your use of the payment processing services provided by Stripe. By accepting these Terms and Conditions of Service, you agree that you have downloaded or printed, and reviewed and agreed to the PSP Agreement. Please note that Company is not a party to the PSP Agreement and that you, the PSP and any other parties listed in the PSP Agreement (currently, Stripe, Inc.) are the parties to the PSP Agreement and that Company has no obligations or liability under the PSP Agreement.

When Client receives confirmation through the MNX Platform or via email that a Talent Service Provider has been engaged at the request of Client, Client automatically authorizes Company to provide Client's payment details to the PSP for processing of payment and the service charge and platform fees owed to Company for the use of the MNX Platform. You may be charged a cancellation fee through the PSP if you book any service provided by a Talent Service Provider, but cancel the order before it is completed.

Company reserves the right, in its sole discretion (but not the obligation), upon request from Client or Talent Service Provider or upon notice of any potential fraud, unauthorized charges or other misuse of the MNX Platform, to (i) place on hold any payment and out of pocket expenses, or (ii) refund, provide credits or arrange for the PSP to do so.

Users of the MNX Platform will be liable for any taxes (including VAT, if applicable) required to be paid on the services provided under the Agreement (other than taxes on Company’s income).

* 1. **Release**

The MNX Platform is only a venue for connecting Users. Because Company is not involved in the actual contact between Users, in the event that you have a dispute with one or more Users, you release Company and its affiliates (and their respective officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS MNX PLATFORM.

**TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

* 1. **Acceptable Use**

The Company reserves the right to investigate, suspend, and/or terminate your account if you have misused the MNX Platform or behaved in a way the Company, in its sole discretion, regards as inappropriate or unlawful, including actions that occur off the MNX Platform, but involve users, including Talent Service Providers and/or Clients. Without limitation, while using the MNX Platform, you may not:

* Use the MNX Platform in any manner that is illegal, including requesting, encouraging, or demanding someone engage in criminal conduct (i.e. prostitution),
* Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including Company staff, or use information learned from the MNX Platform or during the performance of Entertainment Services to otherwise defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of any other User or Company staff outside of the MNX Platform.
* Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information.
* Use the MNX Platform for any purpose, including, but not limited to providing any service, in violation of local, state, national, or international law.
* Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.
* Upload files that contain viruses or corrupted files, or any other similar software that may damage the operation of another's computer.
* Post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly.
* Advertise or offer to sell any goods or services for any commercial purpose through the MNX Platform.
* Conduct or forward surveys, contests, pyramid schemes, or chain letters.
* Impersonate another person or a User or allow any other person or entity to use your identification to post or view comments.
* Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the MNX Platform.
* Imply or state that any statements you make are endorsed by Company, without the prior written consent of Company.
* Use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the MNX Platform in any manner.
* Hack or interfere with the MNX Platform, its servers or any connected networks.
* Adapt, alter, license, sublicense or translate the MNX Platform for your own personal or commercial use.
* Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Company.
* Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
* Upload content that provides materials or access to materials that exploit people under the age of 18 in an abusive, violent or sexual manner.
* Use the MNX Platform to solicit for any other business, website or service, or otherwise contact Users for employment, contracting or any purpose not related to use of the MNX Platform as set forth herein.
* Use the MNX Platform to collect usernames and or/email addresses of Users by electronic or other means.
* Attempt to circumvent the payments system or service fees in anyway including, but not limited to, processing payments outside of the platform, including inaccurate information on invoices, or otherwise invoicing in a fraudulent manner;
* Register under different usernames or identities, after your account has been suspended or terminated or register under multiple usernames or identities.
* Cause any third party to engage in the restricted activities above.

You understand that all submissions made to Public Areas will be public and that you will be publicly identified by your name or login identification when communicating in Public Areas, and Company will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

* 1. **Termination**

Company may terminate your right to use the MNX Platform in its sole discretion and without notice to User.

If Company terminates your right to use the MNX Platform as a Client, you will not be entitled to any refund and you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Even after your right to use the MNX Platform is terminated, this Agreement will remain enforceable against you.

Company reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the MNX Platform at its sole discretion. Except for refundable fees you have advanced to Company (if any), Company is not liable to you for any modification or discontinuance of all or any portion of the MNX Platform. Notwithstanding anything to contrary in this Section 7, Company has the right to restrict anyone from completing registration if Company believes such person may threaten the safety and integrity of the MNX Platform, or if, in Company’s discretion, such restriction is necessary to address any other reasonable business concern.

You may terminate this Agreement at any time by ceasing all use of the MNX Platform. All sections which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

* 1. **Account, Password, Security and Mobile Phone Use**

You must register with Company and create an account to use the MNX Platform. You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password and account number provided by you or Company for accessing the MNX Platform. You are solely and fully responsible for all activities that occur under your password or account. Company has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you will contact Company immediately to make Company aware of the breach so that Company may take any appropriate actions it determines may be necessary, including suspending and/or terminating the account.

* 1. **User Information and Likeness**

“Your Information” is defined as any information and materials you provide to Company or other Users in connection with your registration for and use of the MNX Platform. You are solely responsible for Your Information, and we act merely as a passive conduit for your online distribution and publication of Your Information. The information and materials described in this Section, as provided by each User, is collectively referred to herein as “User Generated Content.”

You hereby represent and warrant to Company that Your Information (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent; (c) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain child pornography or be harmful to minors; (g) will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) will not create liability for Company or cause Company to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

The MNX Platform hosts User Generated Content relating to reviews and ratings of both specific Talent Service Providers AND Clients (“Feedback”). Such Feedback is such User’s opinion and not the opinion of Company, has not been verified or approved by Company. You agree that Company is not liable for any Feedback or other User Generated Content. Company does not investigate any remarks posted by Users for accuracy or reliability but may do so if a User requests that Company do so.

You hereby grant Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise all copyright, publicity rights, and any other rights you have in Your Information, in any media now known or not currently known in order to perform and improve upon the MNX Platform.

Each Talent Service Provider who provides to Company any videotape, film, record, photograph, voice, or all related instrumental, musical, or other sound effects, in exchange for the right to use the MNX Platform, hereby irrevocably grants to Company the non-exclusive, fully-paid, royalty-free, transferable, sublicensable, worldwide, unrestricted, and perpetual right to:

* Use any videotape, film, record or photograph that such Talent Service Provider provides to Company, and use, reproduce, modify, or creative derivatives of such Talent Service Provider’s picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the “Physical Likeness”), in and in connection with the exhibition, distribution, display, performance, transmission, broadcasting on any and all media, including, without limitation, the internet, of any videos or images of such Talent Service Provider in connection with the MNX Platform.
* Reproduce in all media any recordings of such Talent Service Provider’s voice, and all related instrumental, musical, or other sound effects (collectively, the “Voice”), made in connection with the MNX Platform.
* Use, and permit to be used, such Talent Service Provider’s Physical Likeness and Voice in the advertising, marketing, and/or publicizing of the MNX Platform in any media.

Each Talent Service Provider hereby waives all rights and releases Company from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of such Talent Service Provider’s identity, likeness or voice in connection with the MNX Platform.

* 1. **Links to Other Websites**

The MNX Platform may contain links (such as hyperlinks) to third-party websites. Such links do not constitute the endorsement by Company of those sites or their content. They are provided as an information service, for reference and convenience only. Company does not control any such sites, and is not responsible for their (1) availability or accuracy, or (2) content, advertising, or products or services. The existence of links on the MNX Platform to such websites (including without limitation external websites that are framed by the MNX Platform as well as any advertisements displayed in connection therewith) does not mean that Company endorses any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites.

The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites, and not by Company's Terms and Conditions of Service. You access such third-party websites at your own risk. Company expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the MNX Platform. You hereby agree to hold Company harmless from any liability that may result from the use of links that may appear on the MNX Platform.

* 1. **Worker Classification and Withholdings**

AS SET FORTH IN SECTION 1, COMPANY DOES NOT EMPLOY INDIVIDUALS TO PERFORM ENTERTAINMENT SERVICES. Each User assumes all liability for proper classification of such User’s workers based on applicable legal guidelines.

Users do not have authority to enter into written or oral — whether implied or express — contracts on behalf of Company. Each User acknowledges that Company does not, in any way, supervise, direct, or control a Talent Service Provider’s services performed in any manner. Company does not set Talent Service Providers’ work hours or location of work. Company does not supervise, direct, or control a Talent Service Provider’s attire.

The MNX Platform is not an employment service and Company is not an employer of any User. As such, Company is not responsible for and will not be liable for any tax payments or withholding, including but not limited to unemployment insurance, social security, disability insurance or any other applicable federal or state withholdings in connection with your use of Users’ services.

You agree to indemnify and hold harmless Company from any and all claims that a Talent Service Provider was misclassified as an independent contractor, any liabilities arising from a determination by a court, arbitrator, government agency or other body that a Talent Service Provider was misclassified as an independent contractor (including, but not limited to, taxes, penalties, interest and attorney’s fees), any claim that Company was an employer or joint employer of a Talent Service Provider, any claims under any applicable employment-related laws, such as, without limitation, those relating to employment termination, employment discrimination, harassment or retaliation, as well as, without limitation, any claims for unpaid wages, withholdings, overtime pay, failure to provide meal and rest breaks, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits.

* 1. **Intellectual Property Rights**

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively “Proprietary Material”) that Users see or read through the MNX Platform is owned by Company, excluding User Generated Content that Company has the right to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Company owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the MNX Platform without Company's express prior written consent and, if applicable, the holder of the rights to the User Generated Content. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Company and, if applicable, the holder of the rights to the User Generated Content.

The service marks and trademarks of Company, including without limitation Company and Company logos are service marks owned by Company. Any other trademarks, service marks, logos and/or trade names appearing via the MNX Platform are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

* 1. **Copyright Complaints and Copyright Agent**

Company respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the MNX Platform infringe upon your copyright or other intellectual property right, please send the following information to Company's Copyright Agent at: MNX USA LLC, 745 5th   
Avenue, 5th Floor, New York, NY 10151 or admin@minxnow.com:

* A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the MNX Platform where the material you claim is infringed is located. Include enough information to allow Company to locate the material, and explain why you think an infringement has taken place;
* A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
* Your address, telephone number, and e-mail 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;
* A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
* An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.
  1. **Disclaimer of Warranties**

USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK.

THE MNX PLATFORM IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE MNX PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE MNX PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE MNX PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE THE MNX PLATFORM /OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY OR USER THROUGH THE MNX PLATFORM OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE MNX PLATFORM WILL BE UNINTERRUPTED OR THAT THE MNX PLATFORM WILL BE ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MNX PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY SERVICE, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE MNX PLATFORM.

NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER.

NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE MNX PLATFORM IS FREE FROM COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.

COMPANY AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

* 1. **No Liability**

YOU ACKNOWLEDGE AND AGREE THAT COMPANY IS ONLY WILLING TO PROVIDE THE MNX PLATFORM IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES. THEREFORE, YOU AGREE NOT TO HOLD COMPANY, ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS, OR ANY OF SUCH PARTIES’ AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, “LIABILITIES”) THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY’S USE OF OR INABILITY TO USE THE MNX PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY COMPANY OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION.

UNDER NO CIRCUMSTANCES WILL COMPANY, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES’ AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE MNX PLATFORM OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT COMPANY, AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES’ AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO COMPANY DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

* 1. **Indemnification**

You hereby agree to indemnify, defend, and hold harmless Company, its directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates from and against any and all claim, loss, expense or demand of liability, including attorneys' fees and costs incurred, in connection with (i) your use or inability to use the MNX Platform, or (ii) any content submitted by you or using your account on the MNX Platform, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of Company.

* 1. **Dispute Resolution**

**INFORMAL RESOLUTION**. To expedite resolution and reduce the cost of any dispute, controversy or claim between you and the Company related to this Agreement (“Dispute”), you and Company agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice. The Informal Resolution process may include mediation. Your address for such notices is your billing address, with an email copy to the email address you have provided to Company. Company’s address for such notices is MNX USA LLC, 745 5th Avenue, 5th Floor, New York, NY 10151.

**BINDING ARBITRATION**. If you and Company are unable to resolve a Dispute through informal negotiations, all claims arising from use of the MNX Platform (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If your claim for damages does not exceed USD 5,000, Company will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Company may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. You and Company agree that any arbitration will be limited to the Dispute between Company and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company otherwise agree, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding.

RIGHT TO OPT OUT OF ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER. You may opt out of the foregoing arbitration and class action/jury trial waiver provision of this Agreement by notifying Company in writing within 30 days of the date you first registered for the MNX Platform or 30 days from the date this Agreement was last updated. To opt out, you must send a written notification to Company at MNX USA LLC, 745 5th Avenue, 5th Floor, New York, NY 10151, that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver provisions.

* 1. **Governing Law**

Except as expressly provided otherwise, this Agreement will be and is governed by, and will be construed under, the laws of the State of New York, without regard to choice of law principles.

Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, the enforceability of Section 20 entitled “Dispute Resolution” shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

* 1. **No Agency**

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

* 1. **Entire Agreement**

Failure by Company to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and Company with respect to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement will inure to the benefit of Company, its successors and assigns.

* 1. **Changes to this Agreement and the MNX Platform**

Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement (including the Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the MNX Platform or any content or information through the MNX Platform at any time, effective with or without prior notice and without any liability to Company. Company will endeavor to notify you of these changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the MNX Platform. Your continued use of the MNX Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Company may change, modify, suspend, or discontinue any aspect of the MNX Platform at any time without notice or liability. Company may also impose limits on certain features or restrict your access to parts or all of the MNX Platform without notice or liability.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, PRIVACY POLICY AND BEST PRACTICES GUIDE AND AGREE THAT MY USE OF THE MNX PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.