

# Terms & Conditions

Contents of this website are the exclusive property of Advent Global and may not be reproduced in any form without the prior written consent of Advent Global. Contents of this websites – including logos, graphics, sounds, images, and layout – are protected by trade dress, trademark, unfair competition and other laws.

This site contains logos and trademarks of other organizations that are partners or customers of Advent Global. Terms of use for such content is solely governed by their respective owners only.

## **AGSConnect Terms of service**

YOU ACKNOWLEDGE AND ACCEPT THAT THE SITES AND SERVICES (A) MAY CONTAIN BUGS, ERRORS, AND DEFECTS, (B) MAY FUNCTION IMPROPERLY OR BE SUBJECT TO PERIODS OF DOWNTIME AND UNAVAILABILITY, AND (C) MAY RESULT IN TOTAL OR PARTIAL LOSS OR CORRUPTION OF DATA USED IN THE SITES. THE CURRENT VERSION OF THE PLATFORM IS AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS.

Version 1.0

Effective Date: September 15, 2023

Welcome to AGSConnect, Inc. (“AGSConnect,” “Company”, “we”, “our”, or “us”). These User Terms of Service or User Agreement (“Terms” or “Terms of Service”) govern your use of the services located at <https://agschat.io> (the “Sites”), platform, and all related tools, applications, data, software, and other services provided by us (the “Services”). Certain features of the Sites or Services may be subject to additional guidelines, terms, or rules, which will be posted on the Sites in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms and constitute a legally binding agreement between you and Company about your use of the Sites and Service.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITES AND SERVICES. BY ACCESSING OR USING THE SITES OR SERVICES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF AND THE ENTITIES THAT YOU REPRESENT, IF ANY), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF THE ENTITIES THAT YOU REPRESENT). YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE OTHERWISE LEGALLY PERMITTED TO USE THE SERVICES IN YOUR JURISDICTION AND THAT THE COM

PANY IS NOT LIABLE FOR YOUR COMPLIANCE WITH SUCH APPLICABLE LAWS. THESE TERMS REQUIRE THE USE OF ARBITRATION (SUBSECTION 2 of SECTION 11) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. OUR SERVICES ARE NOT TARGETED TOWARDS, NOR INTENDED FOR USE BY, ANYONE UNDER THE AGE OF 13. IF YOU ARE UNDER THE AGE OF 13, YOU ARE NOT PERMITTED TO USE OUR SERVICES.

**IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND USE THE SITES.**

## **ACCOUNTS**

**Account Creation:** To use certain features of the Sites and the Services, you must register for an account (“**Account**”) and provide certain information about yourself and state verified identification documents as prompted by the account registration form. You represent and warrant that:

- (a) all required registration information you submit is truthful and accurate, including that the government issued photo identity provided is indeed yours, and
- (b) you will maintain the accuracy of such information. You may delete your

Account at any time, for any reason, by following the instructions on the Sites. The Company may suspend or terminate your Account in accordance with these Terms. Your submission of information and documents through the Sites is governed by the Company’s Privacy Policy (the “**Privacy Policy**”) which is available to review [here](#) in English.

- (c) you will allow the selfie picture provided during the registration process to be used as your profile picture, as well as certain data of your profile to be presented to all users who have access to your personal AGSConnect page.

### **Account Responsibilities:**

You are responsible for maintaining the confidentiality of your Account login information and are entirely responsible for all activities that occur under your

Account. You agree to immediately notify Company at [agsconnect@adventglobal.com](mailto:agsconnect@adventglobal.com) of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. The company cannot and will not be liable for any loss or damage arising

from your failure to comply with the above requirements.

### **What you can share and do on AGSConnect:**

We want people to use AGSConnect to express themselves and to share content that is important to them, but not at the expense of the safety and the well-being of others or the integrity of our community or the abuse or misrepresentation of the AGSConnect platform or its intended purpose. You, therefore, agree not to engage in the conduct described below (or to facilitate or support others in doing so):

- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from thoroughly enjoying them, or that could damage, disable, overburden or impair the functioning of AGSConnect Services in any manner;
- Use the Services to pay for, support or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other unlawful activities;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by AGSConnect to access AGSConnect Services or to extract data;
- Use or attempt to use another User's access without authorization;
- Attempt to circumvent any content-filtering techniques AGSConnect employs, or try to access any service or area of the Services that you are not authorized to access
- Develop any third-party applications that interact with AGSConnect's Services without AGSConnect's prior written consent;
- Provide false, inaccurate, or misleading information;
- Encourage or induce any third party to engage in any of these prohibited activities.
- Promote a personal, group, or business view, opinion, service or product at the expense of AGSConnect or misrepresent information, including alluding to support by AGSConnect for your personal, group or business view, opinion, service, or product offering.

AGSConnect reserves the right to remove content you share in violation of these provisions and, if applicable, we may take action against your account, including a suspension or disabling of your account. We may also disable your account if you repeatedly infringe other persons' intellectual property rights. We will not tolerate illegal, racist, hate, bullying, and other such harmful behavior. While we respect the Freedom of Speech, we are not a community that condones negative behavior. Should your conduct be deemed as such, we will place your account in suspension for a period of 30 days before your account is automatically shut down, which you may forestall by appealing within the said period, and until the appellate determination is made to restore your account or shut it down.

#### **Permissions Granted by Users to Company:**

You own the content you create and share on AGSConnect and the other Company platforms and Services you use, and nothing in these Terms takes away the rights you have to your content. You are free to share your content with anyone else, wherever you want. To provide our services, though, we need you to give us some legal permission to use that content. Explicitly, when you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Services, you hereby grant us a non-exclusive, worldwide, transferable and sub-licensable, royalty-free license to host, use, copy, modify, distribute, publish, and process, information (consistent with your[Privacy Settings] and content that you provide through our Services and the services of others, without any further consent, notice and compensation to you or others. These rights are limited in the following ways:

- You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service, and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other

systems. Such endings and closures shall not affect any permissions or consents until after we have notice thereof.

- We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post as “*public*,” we will enable a feature that allows other users to embed that public post onto third-party services, and we allow search engines to make that public content findable through their service
- While we may edit and make format changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not alter the meaning of your expression.
- Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of Creative Commons license. However, the provisions thereof may not limit, adversely affect us or our rights under this Agreement.

#### 1. **Payments:**

If you buy any of our paid Services, you agree to pay us the applicable fees and taxes specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g., exchange rates).
- We may store and continue billing your payment method (e.g., credit card) even after it has expired, to avoid interruptions in your Services and to use to pay other Services you may buy.
- All of your purchases of Services are subject to AGSConnect’s refund policy.
- We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.

## **OUR SERVICES**

## **Sharing:**

Our Services allow messaging and sharing of information in many ways, such as your profile, links to news articles, and blogs. Other Users may see information and content that you share or post.

3. We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

## **4. Registration:**

When you register for an account you are required to undergo registration with AGSConnect to gain access to the service. To gain access to all the user features available, you will be required to undergo a full verification that requires that you provide your government issued photo ID along with a selfie photograph for verification purposes to AGSConnect. It is important to note that AGSConnect does not retain your government issued photo ID once you are verified. The related content is deleted from our servers once your ID has been verified. If you are unwilling to provide your government issued photo ID for verification, then you will be allowed to use the service as a basic user. A basic user will be allowed limited access to the service's features and functions.

## **ACCESS TO SITES AND SERVICES**

## **6. License:**

Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Sites and Services solely for your own personal or internal business use.

## **7. Certain Restrictions :**

The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent,

lease, transfer, assign, distribute, host, or otherwise commercially exploit

the Sites or Services, whether in whole or in part, or any content displayed on the Sites or

Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or

reverse engineer any part of the Sites or Services; (c) you shall not access the Sites or Services

in order to build a similar or competitive website, product, or service or for purposes of

monitoring its availability, performance or functionality, or for any other benchmarking or

competitive purposes; (d) except as expressly stated herein, no part of the Sites or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (e) you shall not use the Sites or Services to store or transmit computer viruses, works, time bombs, Trojan horses and other harmful or malicious code, routines, files, scripts, agents or programs; (f) you shall not use the Sites or Services to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, obscene, or which violates the privacy or intellectual property rights of any third party; and (g) you shall not interfere with or disrupt the integrity or performance of the Sites or Services or third-party data contained therein. Unless otherwise indicated, any future release, update, or other addition to functionality of the Sites or Services shall be subject to these Terms. All copyright and other proprietary notices on the Sites or Services (or on any content displayed on the Sites) must be retained on all copies thereof.

**8. Modification:**

Company reserves the right, at any time, to modify, suspend, or discontinue the Sites or Services (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Sites or any part thereof.

**INTELLECTUAL PROPERTY**

**Ownership:**

You acknowledge that all rights, title, and interest in, and intellectual property rights, including copyrights, patents, trademarks and trade secrets, in the Services, Sites, and its content are owned by Company or Company's suppliers. Neither these Terms (nor your access to the Sites or use of the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 3 Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

**11. Logos, Marks, and Slogans:** AGSConnect, the AGSConnect logo and any other AGSConnect product or service names, logos or slogans that may

appear on AGSConnect Services are trademarks and may not be copied, imitated or used, in whole or in part, without AGSConnect prior written permission. You may not use any trademark, product or service name of AGSConnect without AGSConnect prior written permission, including without limitation any meta tags or other “hidden text” utilizing any trademark, product or service name of AGSConnect. In addition, the look and feel of AGSConnect Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of AGSConnect and may not be copied, imitated or used, in whole or in part, without AGSConnect prior written permission.

**Feedback:**

If you provide Company with any feedback or suggestions regarding the Sites or Services (“Feedback”), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate without any compensation to you. The Company will treat any Feedback you provide to Company as truthful, non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

**THIRD-PARTY LINKS & ADS; OTHER USERS**

**Third-Party Links & Ads:** The Sites may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “**Third-Party Links & Ads**”). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. The company provides access to these Third-Party Links & Ads only as a convenience to you and does not review, approve, monitor, endorse, warrant, or make any representations concerning Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

**Release:**

You hereby release and forever discharge the Company (and our officers, employees, agents,



successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Sites and Services (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads

### **Third-**

**Party Beneficiaries:** You agree that, except as otherwise expressly provided in these Terms, there shall be no third-

party beneficiaries to the Terms. The Terms of Service will not be construed as creating or implying any relationship of agency, franchise, partnership, or joint venture between you and Company, except and solely to the extent expressly stated in these Terms.

### **INDEMNIFICATION**

You agree to indemnify and hold Company (and its officers, employees, agents and successors harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Sites and Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or other rights of any person or entity, (d) willful misconduct by you or (e) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

### **DISCLAIMERS**

THE SITES AND EVERYTHING PROVIDED AS PART OF OUR SERVICES IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITES AND SERVICES

ES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES concerning THE SITES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

4. THESE TERMS DO NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SECURITIES. NO INFORMATION PRESENTED IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE PROPOSED. ACCORDINGLY, THESE TERMS DO NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THESE TERMS DO NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES.
5. AGSConnect IS NOT ACTING AND CANNOT SERVE AS AN ADVISER, INCLUDING AS TO ANY FINANCIAL, LEGAL, INVESTMENT, INSURANCE, AND TAX MATTERS. ANY INFORMATION PROVIDED BY AGSConnect IS FOR GENERAL INFORMATION ONLY. THE AGSConnect USER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY TRANSACTION IS APPROPRIATE OR NOT. AGSConnect DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. AGSConnect DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU.

#### **FURTHER DISCLAIMERS**

Without limiting the generality of Section 7, neither Company nor its affiliates or licensors will have any responsibilities or liability with respect to the following: (a) the Services could be impacted by one or more regulatory inquiries or actions, which could prevent or limit the ability of Company to continue to develop or provide the Services, or for you and your users to use the Services, (b) Company has no obligation to update the Services or its underlying platforms and networks to address, mitigate, or remediate any security or other vulnerabilities in the Services, or such platforms or networks, and (c) portions of the Services or any other underlying networks and platforms may rest on open-source software, and there is a risk that weaknesses or bugs that may be introduced in the infrastructural elements of the Services or any other

underlying networks and platforms, which may result in security vulnerabilities, data loss, damage, destructions, disclosure, or other compromises.

### **LIMITATION ON LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITES OR SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE SITES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU, IF ANY, FOR ANY DAMAGES, ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (US\$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

### **CRYPTOGRAPHY**

You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptography systems and the Services, which could *result* in the theft or loss of your content from your account. To the extent possible, the Company intends to update the code underlying the Services to account for any advances in cryptography and to incorporate additional security measures, but cannot guarantee or otherwise represent full security of the system. By using the Services, you acknowledge these inherent risks

### **PLATFORM SECURITY**

We are an early stage platform. You acknowledge that applications are code subject to flaws and recognize that you are solely responsible for evaluating any available code provided by the Services and the trustworthiness of any third-party

websites, products, smart-contracts, or content you access or use through the Services. These warnings and others later provided by us in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing the Sites and Service.

### **COPYRIGHT INFRINGEMENTS**

If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide Company a written notice containing the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest, (b) a description of the copyrighted work or other intellectual property that you claim has been infringed, and (c) a description of where the material that you claim is infringing is located on the Sites. The company can be reached at Email: [agsconnect@adventglobal.com](mailto:agsconnect@adventglobal.com) Subject Line: Copyright Notification

### **TERM TERMINATION**

Subject to this Subsection, these Terms will remain in full force and effect while you use the Sites and Services. We may suspend or terminate your rights to use the Sites and Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Sites or Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Sites and Services will terminate immediately. The Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account. Even after your rights under this Agreement are terminated, the following provisions will remain in full force and effect: Sections 4 through 13 and section 3.2.

### **GENERAL**

**Changes:** These Terms are subject to occasional revision, and if we make any changes, we will change the Last Updated date above. Continued use of our Sites following such notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

**Dispute Resolution.** Subject and subordinate to AGSConnect's rights under Section 9 of this Agreement and to the extent that AGSConnect chooses to exercise those rights to the exclusion of these provisions for Arbitration and Other Relief, the following provisions shall apply.

*Applicability of the Arbitration provisions of this User Agreement.*

All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of the Arbitration provisions of this User Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. The Arbitration provisions of this User Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

*Notice Requirement and Informal Dispute Resolution.*

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to [agsconnect@adventglobal.com](mailto:agsconnect@adventglobal.com). After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

*Arbitration Rules.*

The arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with the Terms. The AAA Consumer Arbitration Rules (“**Arbitration Rules**”) governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the

total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (the US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

*11. Additional Rules for Non-Appearance Based Arbitration.*

If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties

*12. Time Limits.*

If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

*13. Authority of Arbitrator.*

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator

is final and binding upon you and the Company. Notwithstanding the award of the arbitrator, the provisions of Subsection 3 hereof shall override and be absolutely and definitively determinative of the actual payment for which the Company is obligated.

14. *Waiver of Jury Trial.*

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under the Arbitration provisions of this User Agreement. Arbitration typically is more limited, more efficient and less costly litigation and is subject to very limited review by a court. In the event, any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award

or otherwise, YOU AND THE COMPANY waive ALL RIGHTS TO A JURY TRIAL, and instead elect that the dispute be resolved by a judge.

15. *Waiver of Class or Consolidated Actions.*

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THE ARBITRATION PORTIONS OF THIS USER AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER

16. *Confidentiality.*

All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

17. *Severability.*

If any part or parts of the Arbitration provisions of this User Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Agreement shall continue in full force and effect.

18. *Right to Waive.*

Any or all of the rights and limitations set forth in the Arbitration provisions of this User Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of the Arbitration provisions of this User Agreement.

19. *Survival of Agreement.*

The Arbitration provisions of this User Agreement will survive the termination of your relationship with Company.

*Small Claims Court. Notwithstanding*

*the Arbitration provisions of this User Agreement*, a small claims court action may be brought (1) by you individually, provided any award to you shall be limited as provided by Section 9 and Subsection 3 of Section 11 of this User Agreement, or (2) by the Company.

21. *Emergency Equitable Relief.*

Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under the Arbitration provisions of this User Agreement or Section 9 of this Agreement.

22. *Claims Not Subject to Arbitration.*

Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to the Arbitration provisions of this User Agreement.

23. *Courts.*

In any circumstances where the foregoing Arbitration provisions of this User Agreement permits the parties to litigate in court, the parties hereby



agree to submit to the personal jurisdiction of the courts located within Harris County, Texas, for such purpose

**24. Export:**

The Sites may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulation

**25. Electronic Communications:**

The communications between you and Company use electronic means, whether you use the Sites or send us emails, or whether Company posts notices on the Sites or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hard-copy writing. The foregoing does not affect your non-waivable rights.

**26. Entire Terms:**

These Terms constitute the entire agreement between you and us regarding the use of the Sites. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation." If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship with Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The Company may freely assign

these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

27. **Contact:** We welcome your comments or questions about these Terms. Please contact us at [gsconnect@adventglobal.com](mailto:gsconnect@adventglobal.com).

28. This Agreement and the interpretation of its terms shall be governed by and construed by the laws of the State of Texas and subject to the exclusive jurisdiction of the courts located within Harris County, Texas for all purposes.