

Please note: These Terms require the use of arbitration 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.

1. Eligibility to Use Kartmon

A. To access or use Kartmon, you must be at least 16 years of age or, if older, the age of majority in your jurisdiction, otherwise you may not use Kartmon. An employer and its authorized agent(s) are permitted to use the employer's account and any data about that employer provided via that account for the employer's internal business purposes. Except as set forth above, or as otherwise approved by us, Kartmon is for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use Kartmon if we have terminated your account or banned you.

2. Your Kartmon Account

1. **Kartmon Account.** In order for you to create a Kartmon account, we require that you provide a valid email address. The email you use must be one where we can reach you. In the event we cannot correspond with you via this email address, your submitted content may be rejected and your account may be disabled. Other registration requirements (such as, a click on a link in a Kartmon job alert email by unregistered users who create job alerts, or a requirement for individuals to contribute no more than one company review, interview review, and/or salary details of a current or former job per year) may also apply. Once you have set up a password, you will be given access to your profile and other private areas of your account. You are responsible for maintaining the confidentiality of your password. You agree to notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account. Passwords are subject to cancellation or suspension by Kartmon at any time. When you set up an individual user account on Kartmon, we create a member profile (a "Profile") for you that will include personal information you provide. We will update your Profile with information we extract from resumes you upload on Kartmon. You may permit us to share information in your Profile with prospective employers, recruiters, and others. Subject to visibility settings that you control, subscribers to services we may introduce will be able to view information in your Profile. Because your anonymity on Kartmon is important, your Profile **does not** include or link to information about the reviews or salary information you submit to Kartmon.
2. **Social Sign Up and Sign In.** You may be able to register an account and subsequently access Kartmon through a social networking site, such as Facebook("Social Networking Site"). If you access Kartmon through a Social Networking Site you agree that we may access, make available through Kartmon, and store (if applicable) any information, data, text, messages, tags, and/or other materials that you have provided to and stored and made accessible in your Social

Networking Site account so that it is available on and through Kartmon via your account and your Profile page. Subject to the privacy settings that you have set with the Social Networking Site account you use to access Kartmon, personally identifiable information that you post to that Social Networking Site may be displayed on Kartmon. Please note: your relationship with your Social Networking Sites is governed solely by your agreement with those Social Networking Sites and we disclaim any liability for personally identifiable information that may be provided to us by a Social Networking Site in violation of the privacy settings that you have set with that Social Networking Site account.

3. Using Kartmon

1. **Third-Party Content on Kartmon.** Content from other users, advertisers, and other third parties is made available to you through Kartmon. "Content" means any work of authorship or information, including salaries, company reviews, interview reviews, company photos, logos, employer responses, job ads, employer profile information, advertisements, comments, opinions, postings, resumes, messages, text, files, images, photos, works of authorship, e-mail, data or other materials you find on Kartmon. Because we do not control such Content, you understand and agree that: (1) we are not responsible for, and do not endorse, any such Content, including advertising and information about third-party products and services, job ads, or the employer, interview and salary-related information provided by other users; (2) we make no guarantees about the accuracy, currency, suitability, reliability or quality of the information in such Content; and (3) we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by users, advertisers, and third parties.

In accordance with [Section 230 of the U.S. Communications Decency Act](#), and any equivalent or similar laws in other jurisdictions which are intended to exclude or limit the liability of online service providers who provide access to user-generated content, we generally cannot be held liable for claims arising from the Content provided by third parties on Kartmon. For more information please see our [Legal FAQs](#).

We allow users to post content about employers when they have been employed by the employer as a full-time, part-time, contractor, freelancer, independent employee, or provide work that is an integral part of the employer's value chain. We also allow users to review the staffing firms that place them in these roles. We consider all workers in these roles as 'employees' with regard to Content left on Kartmon. While we provide the option for Kartmon reviewers to specify the category of their employment when they leave a review (e.g contractor, freelancer, etc.), we do not consider this a requirement. It does not violate our Community Guidelines or these Terms for a worker in any one of these roles to leave a review as an "employee."

2. **House Rules.** You represent and warrant that you will use Kartmon solely for lawful purposes in a manner consistent with these Terms and any and all applicable laws, regulations, or other legally enforceable obligations (including contractual obligations) you may have towards us and any third parties. You are solely responsible for any and all Content that is posted through your account on Kartmon ("Your Content"). You agree that by submitting or authorizing Your Content for use on Kartmon, you have reviewed and understood our **Guidelines**. You understand that you may expose yourself to liability if Your Content or other use of Kartmon violates applicable law or any third-party right.

You agree that you will not:

- Impersonate another person, or his or her email address, or misrepresent your current or former affiliation with an employer;
- Create user accounts under false or fraudulent pretenses; create or use an account for anyone other than yourself; or create multiple active user accounts to post multiple reviews for the same company
- Post Content that you do not own or have the right to post in accordance with the license set forth in these Terms;
- Violate these Terms, the terms of your agreements with us, explicit restrictions set forth in our Community Guidelines, or any applicable law, rule or regulation;
- Post Content that is defamatory, libelous, or fraudulent; that you know to be false or misleading; or that does not reflect your honest opinion and experience;
- Act in a manner that is harassing, threatening, abusive, racist or bigoted, is otherwise objectionable (as determined by Kartmon);
- Promote, endorse or further illegal activities;
- Disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party, including any current or former employers or potential employers;
- Violate the privacy, publicity, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third-party;
- Post anything pornographic or sexually explicit in nature, or engage in the exploitation of persons in a sexual or violent manner;

- Solicit personally identifying information from minors;
- Except as expressly approved by us, and subject to applicable laws, use Kartmon for commercial activities and/or promotions such as contests, sweepstakes, barter, pyramid schemes, advertising, affiliate links, and other forms of solicitation;
- Imply a Kartmon endorsement or partnership of any kind without our express written permission;
- Send messages in violation of the USA CAN-SPAM Act or any other applicable anti-spam law;
- Introduce software or automated agents to Kartmon, or access Kartmon so as to produce multiple accounts, generate automated messages, or to scrape, strip or mine data from Kartmon without our express written permission;
- "Frame" or "mirror" or otherwise incorporate part of Kartmon into any website, or "deep-link" to any portion of Kartmon without our express written permission.
- Copy, modify or create derivative works of Kartmon or any Content (excluding Your Content) without our express written permission);
- Copy or use the information, Content (excluding Your Content), or data on Kartmon in connection with a competitive service, as determined by Kartmon;
- Sell, resell, rent, lease, loan, trade or otherwise monetize access to Kartmon or any Content (excluding Your Content) without our express written permission;
- Interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of Kartmon;
- Interfere with, disrupt, or create an undue burden on Kartmon or the networks or services connected to Kartmon;
- Introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to Kartmon; or Attempt to circumvent any security feature of Kartmon;

3. **Links to Third-Party Websites.** Kartmon may contain links to third-party websites placed by us as a service to those interested in this information or posted by other users. Your use of all such links to third-party websites is at your own risk. We do not monitor or have any control over and make no claim or representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a third-party website does not imply our endorsement, adoption or sponsorship of, or affiliation with, such

third-party website. When you leave Kartmon, our terms and policies do not govern your use of third-party websites.

4. **Applying on Kartmon.** Some of our job postings allow you to complete and submit your application on Kartmon. We provide this service by working directly with an employer or by searching the Internet for the best contact information we can find for an employer. When you click the "Apply" button to submit an application on Kartmon, we send your application to the most appropriate contact information we have on file for that employer.

While we endeavor to make this service the best it can be, employer websites are not controlled by us, and we cannot guarantee that your application will be properly received and logged by the third-party employer website upon transmission. If you have any reason to think your application was not received by an employer, we suggest you contact them directly to confirm.

Kartmon does not guarantee the identity of an employer or any individuals working for any employers, and cautions job seekers when applying to jobs. Kartmon does not guarantee the validity of a job offer and cautions job seekers to verify the validity of a job offer before taking an adverse action regarding their current employment situations. You are solely responsible for verifying the accuracy of any employer or job offer.

5. **Kartmon Messaging Service.** Kartmon provides the [Kartmon Messaging Service](#), a two-way message proxy and relay system. By utilizing the Kartmon Messaging Service, you acknowledge that you are asking Kartmon to send these messages on your behalf. This includes your resumes, cover letters, applications, messages, questionnaire answers, responses, offer letters and other materials. When communicating through the Kartmon Messaging Service, you will see an email address with an @messaging.Kartmon.com ending. You understand that you retain no ownership rights in this email address, which is specific to eEmployers' job postings, but is owned by Kartmon. However, the Kartmon Messaging Service will show the name associated with your account or job application in the "To:" or "From:" field. Kartmon may also insert functionality into messages relating to your application allowing you to place calls directly to third parties. Please note this functionality is provided solely as a courtesy and that such calls are not placed through or tracked by Kartmon. Since the Kartmon Messaging Services depend on the functionality of third-party providers, there may be technical delays on the part of those email service providers. Kartmon assumes no responsibility for the communications between parties using the Kartmon Messaging Service, which communications are the sole responsibility of the parties using the service.

When you ask Kartmon to transmit an application or a message, including, but not limited to, a signed offer letter, to an employer via Easy Apply or the Kartmon Messaging Service or store such application, you understand that this is without warranty, and that Kartmon reserves the

right to reformat such application or message. Kartmon reserves the right to verify and confirm the identity of any party associated with an email relay. We also reserve the right to drop messages in accordance with these Terms, including without limitation dropping any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment for any or no reason.

6. **Salary Estimates.** In certain markets we may offer salary estimate features, such as personalized market value estimates (currently branded as Know Your Worth), salary estimates for job roles, and salary estimates for specific job openings. Unless otherwise indicated, we estimate base salary only and do not include the value of bonus, equity, benefits, or other forms of compensation. Though we may offer employers the ability to supplement or replace our salary estimates with their own data, users should understand that, unless indicated otherwise, results do not represent verified salaries, guarantees of actual salaries, or endorsements from employers. Their purpose is to provide data to promote transparency and to help people make informed decisions. We do not guarantee the accuracy of results and you are responsible for how you use them. We encourage you to supplement Kartmon's salary estimates with other research. If you are an Employer with a Free Employer Account, you have the ability to update your pay ranges by logging into the Employer Center and clicking on the "Jobs & Recruiting" tab and then "All Jobs". If you have other questions or want to provide other feedback on salary estimates, please contact us [here](#).
7. **Free Templates.** From time to time we may provide you with templates for your use, such as, templates to help employers solicit reviews from your employees, or templates to help employers with job descriptions for job postings, or templates to help job seekers craft their resumes. You understand and agree that the templates we offer through Kartmon are provided as suggestions and their contents do not constitute legal or employment advice. With respect to job description templates, you understand and agree that we cannot guarantee that a description properly applies to the specific circumstances of your hiring needs. You accept that your use of any template provided by Kartmon is at your own risk.

4. Special Provisions Applicable To Employers

1. **Posting Jobs on Kartmon.** You may not post any job ad that:
 - Does not comply with the applicable laws or regulations of the state and country where the job is to be performed, including laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use and intellectual property;

- Contains false information or solicits employees by intentional misrepresentation, such as, misrepresentation of the terms of employment, the hiring entity, or the identity of the poster;
- Requires an application fee or up-front or periodic payments; requires recruitments of others; resembles a multi-level marketing scheme, franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement; or only pays commissions (except where the listing makes clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling); or resembles a multi-level marketing scheme (unless you comply with the [Kartmon Guidelines for Multi-Level Marketing Companies](#)).
- Involves any screening requirement where such screening requirement is not an actual and legal requirement of the advertised position;
- Contains any logo or brands, or link to website, other than your own or those of any entity for which you are authorized to submit job ads;
- Contains multiple job openings in a single job ad (unless you've purchased a service that permits this);
- Does not comply with Title VII of the Civil Rights Act or the [EEOC's Enforcement Guidance on Employer's Consideration of Arrest and Conviction Records in Employment Decisions](#), and relevant state and local laws that prohibit employers from discriminating against people with criminal backgrounds and require employers to delay inquiry into an applicant's criminal history until later in the hiring process.
- Discriminates against applicants on the basis of gender, race, religion, sexual orientation, age, disability, or any other ground(s) prohibited by applicable law, in each case as determined in Kartmon's reasonable discretion.

You agree that Kartmon may, at its sole discretion, remove or prevent the posting of any job ad for any or no reason.

2. **Reviews on Kartmon.** You may not offer incentives in exchange for company or interview reviews. You may not trade reviews with other employers. We will remove reviews where we have evidence that users were compensated to leave reviews.

You may not coerce employees to leave reviews. Coercion includes asking employees to provide proof to an employer that they wrote a review whether or not that proof includes the content of the review itself.

If you are a multi-level marketing company, you agree that you have reviewed and will abide by the [Kartmon Guidelines for Multi-Level Marketing Companies](#).

3. **Communications with Job Seekers.** We may inform a user when you have taken an action with respect to information we have shared with you on behalf of that user, such as when you open the user's application, view their resume, view their profile on Kartmon, and/or make a decision about their application. When you view, store or receive materials through your use of Kartmon, we may use such materials for data analysis, quality control, or to refine our platform and services. We may also share with our users our observations based on such data analysis. For example, we may tell our users which employers are more likely to open applications submitted to Kartmon, which employers are active on Kartmon, and how long certain aspects of the candidate process take on average for a given employer. We may, on your behalf, send out reminder emails to Job Seekers you wish to interview. Kartmon may also send emails to Job Seekers on your behalf indicating that your job posting is potentially a match for the Job Seeker's resume. You understand and agree that Kartmon may take such actions.

5. Special Provisions Applicable to Advertisers

This provision applies to all advertisers, including employers who purchase job ads or display ads. Unless we agree otherwise, you may not use or otherwise process data collected or derived from ads ("**Ad Data**") for any purpose (including retargeting, building or augmenting user profiles, allowing piggybacking or redirecting with tags, or combining with data across multiple advertisers' campaigns) other than to assess the performance and effectiveness of your campaigns on an aggregate and anonymous basis. You may not, and you may not permit a third-party to, transfer or sell any Ad Data to, or use Ad Data in connection with, any ad network, ad exchange, data broker, or other party not acting on behalf of you and your campaigns. You may use information provided directly to you from users if you provide clear notice to and obtain consent from those users and comply with all applicable laws and industry guidelines, including those applicable to data protection.

6. Enforcement by Kartmon

1. **Removal of Content.** While Kartmon has no obligation to do so, Kartmon reserves the right to review and delete any Content (or portion thereof) that we believe, in our sole discretion, violates these Terms or other applicable policies posted on Kartmon (including our [Community Guidelines](#)), or that we deem, in our sole discretion, inappropriate. If you see any Content on Kartmon that you believe violates our policies, you may report that Content by clicking on an applicable link adjacent to that Content (e.g. links titled: "Inappropriate" or "Flag Review") or by [contacting us here](#). Once notified, we will review the Content and consider whether to remove it (or a portion thereof). Please note: Our interpretation of our policies and the decision whether or not to edit or remove Content is within our sole discretion. You understand and

agree that if we choose not to remove or edit Content that you find objectionable, that decision will not constitute a violation of these Terms or any agreement we have with you. For more information please see our [Legal FAQs](#).

2. **Copyright Policy.** Please see our [Copyright Complaint Policy](#) for information about copyright and trademark disputes.
3. **Other Enforcement Actions.** While we have no obligation to do so, we reserve the right to investigate and take appropriate action in our sole discretion against you if you violate these Terms, including without limitation: removing Content (or portions thereof) from Kartmon; suspending your rights to use Kartmon; terminating your membership and account; reporting you to law enforcement, regulatory authorities, or administrative bodies; and taking legal action against you.
4. **Defending Our Users.** While we have no obligation to do so, we reserve the right, to the fullest extent permitted by applicable law, to take appropriate action to protect the anonymity of our users against the enforcement of subpoenas or other information requests that seek a user's electronic address or identifying information.

7. Rights to Your Content

We do not claim ownership in any Content that you submit or authorize for use to Kartmon, but you grant us the rights to use such Content as set forth below. By submitting or authorizing us to display any Content on Kartmon, you hereby grant to us an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license (with the right to sublicense through unlimited levels of sublicenses) to use, copy, perform, display, create derivative works of, adapt and distribute such Content in any and all media (now known or later developed) throughout the world. To the greatest extent permitted by applicable law, you hereby expressly waive any and all of your moral rights applicable to Kartmon's exercise of the foregoing license. You agree that this license includes the right for us to provide, promote, and improve Kartmon and to make Content submitted to or through Kartmon available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. No compensation will be paid with respect to the Content that you post through Kartmon. You should only submit Content to Kartmon that you are comfortable sharing with others under the terms and conditions of these Terms.

8. Rights to Kartmon Content

Kartmon contains Content provided by us and our licensors. We and our licensors (including other users) own and retain all proprietary (including all intellectual property) rights in the Content we each provide and Kartmon owns and retains all property rights in Kartmon. If you are a user, we hereby grant you a limited, revocable, non-sublicensable license under the

intellectual property rights licensable by us to download, view, copy and print Content from Kartmon solely for your personal use in connection with using Kartmon. Except as provided in the foregoing, you agree not to: (1) reproduce, modify, publish, transmit, distribute, publicly perform or display, sell, adapt or create derivative works based on Kartmon or the Content (excluding Your Content); or (2) rent, lease, loan, or sell access to Kartmon. Kartmon ® is a registered trademark of Kartmon, Inc. The trademarks, logos and service marks ("Marks") displayed on Kartmon are our property or the property of third parties. You are not permitted to use these Marks without our prior written consent or the consent of the third party that owns the Mark.

9. Indemnity

You agree to defend, indemnify, and hold us and our subsidiaries and our and their respective officers, directors, board members, board advisors, employees, partners, agents successors and assigns (collectively, the "**Kartmon Group**") harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees and costs, made by any third party due to or otherwise arising from your use of Kartmon, including due to or arising from your breach of any provision of these Terms.

10. Disclaimers and Limitation on Liability

The disclaimers and limitations on liability in this section apply to the maximum extent allowable under applicable law. Nothing in this section is intended to limit any rights you have which may not be lawfully limited.

Any emails or email notifications corresponding with any activity on Kartmon, the Kartmon Messaging Service, or any other communications service, product, or feature provided on or through Kartmon, are provided solely as a courtesy. Kartmon disclaims all warranties with regard to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. In the event a message being sent is intended for a closed account, these messages will not be deliverable. Further, if you are an employer and you posted a job posting directly on Kartmon, applications are sent only to your Kartmon dashboard; any other notifications you may receive are provided solely as a courtesy to you

Kartmon assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any job posting, career page, job solicitation, screener question, answer to screener question, resume information, or message you post, send or receive through Kartmon or the Kartmon Messaging Service.

You are solely responsible for your interactions with advertisers and other users and we are not responsible for the activities, omissions, or other conduct, whether online or offline, of any advertiser or user of Kartmon. We are not responsible for any incorrect, inaccurate, or unlawful Content (including any information in profiles) posted on Kartmon, whether caused by users or by any of the equipment or programming associated with or utilized in Kartmon. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication with advertisers or other users. We are not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet or on Kartmon or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with Kartmon. Under no circumstances shall we be responsible for any loss or damage resulting from the use of Kartmon or from any Content posted on Kartmon or transmitted to users, or any interactions between users of Kartmon, whether online or offline.

Kartmon is provided "as-is" and as available. We expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that: (1) Kartmon will meet your requirements; (2) Kartmon will be available on an uninterrupted, timely, secure, or error-free basis; or (3) the results that may be obtained from the use of Kartmon will be accurate or reliable.

You hereby release the Kartmon Group from any and all claims, demands, and losses, damages, rights, claims, and actions of any kind that are either directly or indirectly related to or arises from: (1) the actions, Content, or data of third parties (including, advertisers and other users) (2) your participation in any offline events.

IN NO EVENT SHALL THE KARTMON GROUP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF KARTMON, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WHERE PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE KARTMON GROUP'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF KARTMON (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100).

You acknowledge that you are familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows: "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." You hereby expressly waive and relinquish all rights and benefits under Section 1542 of the California Civil Code and any law or legal principle of similar effect in any jurisdiction with respect to the releases and/or discharges granted herein, including but not limited to the releases and/or discharges of unknown claims.

11. Termination

These Terms remain in effect while you use Kartmon and, for registered users, as long as your account remains open. You may delete your account at any time. We may suspend or terminate your account or your access to parts of Kartmon, for any or no reason, without notice to you. We will have no liability whatsoever to you for any termination of your account or related deletion of your information.

All provisions of these Terms shall survive termination or expiration of these Terms except those provisions granting access to or use of Kartmon. For the avoidance of doubt, you agree that these Terms apply to your use of Kartmon and any Content posted on Kartmon at any time prior to the termination or expiration of these Terms.

12. Changes to Terms

We may revise these Terms from time to time by posting an updated version on Kartmon. The revised Terms will be effective immediately for unregistered users and users registering accounts on or after the revision date. For users who registered accounts before the revision date, they will become effective thirty (30) days after the revision date. If we make a change that we believe materially reduces your rights or increases your responsibilities we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this website prior to the change becoming effective. We may provide notice of changes in other circumstances as well. Any such changes will not apply to any claim brought prior to the effective date of the revised Terms incorporating such changes. We encourage you to periodically review this page for the latest information on our Terms. Your continued use of Kartmon is subject to the most current effective version of these Terms.

13. Third-Party Discovery

You agree to waive your right to file a pre-suit discovery proceeding seeking a user's identifying information from Kartmon. If you intend to propound discovery seeking a user's identifying information, you agree to do so pursuant to a valid California subpoena, properly

issued in connection with an active lawsuit and properly served on our registered agent in California at Kartmon, Inc., c/o CT Corporation, 818 W Seventh Street, Los Angeles, CA 90017. You further agree that all such subpoenas and discovery proceedings arising from such subpoenas shall be issued from, brought and resolved exclusively in the state courts located within Marin County, California or the federal courts in the Northern District of California, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for such discovery proceedings.

14. Dispute Resolution

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND KARTMON ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND KARTMON 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. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

1. **Governing Law.** These Terms and any and all claims, disputes, or other legal proceedings by or between you or us, including but not limited to any such claims or disputes that are in any way related to or arising under these Terms or your access to or use of Kartmon, shall be governed by the laws of the State of California without giving effect to any conflict-of-laws principles that may otherwise provide for the application of the law of another jurisdiction. The parties agree that their arrangement under these Terms is in interstate commerce and that the Federal Arbitration Act applies to the construction of the "Agreement to Arbitrate" provision below. For any claim, dispute, or other legal proceeding not subject to the "Agreement to Arbitrate" provision below, the claim or dispute shall be brought and litigated exclusively in the state courts located within Marin County, California or the federal courts in the Northern District of California, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes.
2. **Agreement to Arbitrate.** If you reside in the United States, subject to the Exceptions to Arbitration set forth below, you and Kartmon each agree that any and all disputes between consumer users of Kartmon and Kartmon arising under or related in any way to these Terms and such users' use of Kartmon must be resolved through binding arbitration as described in this section. With the exception of the prohibition on class arbitrations set forth in this "Dispute Resolution" section, if an arbitrator or court decides that any part of this agreement to arbitrate is unenforceable, the other parts of this Agreement to Arbitrate will still apply.
Exceptions to Arbitration. This Agreement to Arbitrate will not apply to the following: (a) small claims court cases that qualify; (b) legal proceedings that involve efforts to obtain user-identifying information; (c) any legal proceedings brought against any of the Kartmon Group by

companies or other legal entities; or individuals acting on behalf of such companies or other legal entities; (d) any legal proceedings brought by any of the Kartmon Group against companies or other legal entities or individuals acting on behalf of any such companies or other legal entities; and (e) a party's right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. If, for some reason, the prohibition on class arbitrations set forth in this Dispute Resolution section cannot be enforced, then the entirety of this Agreement to Arbitrate will not apply. Where this Agreement to Arbitrate does not apply, the remainder of this Agreement and the Dispute Resolution section will continue to apply.

Informal Dispute Resolution. If either of us intends to seek arbitration under the agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating arbitration. Notice to Kartmon should be sent to the Litigation Department, Kartmon Inc., 100 Shoreline Highway, Mill Valley, CA 94941. If you have an account on Kartmon, notice to you will be sent to the email address associated with your account. The notice of dispute ("Notice") must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. You may download or copy a form Notice [here](#). If Kartmon and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Kartmon may commence formal proceeding.

Arbitration Procedure. The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), if applicable, as modified by this section. The AAA's rules and a form for initiating the proceeding are available at www.adr.org. Any settlement offer made by you or Kartmon shall not be disclosed to the arbitrator. Unless otherwise required by the applicable arbitration rules, the arbitration shall be held in San Francisco, California. For any claim where the total amount of the award sought is \$10,000 or less, you and Kartmon may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Kartmon subject to the arbitrator's discretion to require an in-person hearing. In cases where an in-person hearing is held, you or Kartmon may attend by telephone, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Kartmon user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Opt-Out Procedure. **IF YOU ARE A NEW KARTMON USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE KARTMON TERMS OF USE FOR THIS FIRST**

TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO KARTMON INC, ATTN: LITIGATION DEPARTMENT, RE: OPT-OUT NOTICE, 100 SHORELINE HIGHWAY, MILL VALLEY, CALIFORNIA 94941.

For your convenience, we are providing an [Opt-Out Notice form](#) you must complete and mail to opt out of your agreement to arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and the email address(es) associated with the Kartmon account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of this Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts these Terms and this Dispute Resolution section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

Changes to the Agreement to Arbitrate. Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any changes to this "Arbitration" section (other than a change to any referenced notice address or site link) in the future, that change will not apply to any claim that was filed in a legal proceeding prior to the effective date of the change. The change will apply to all other disputes or claims governed by this Arbitration section that have arisen or may arise between you and Kartmon. We will notify you of changes to this Arbitration section by posting the changes on Kartmon at least 30 days before the effective date of the changes and by email. If you do not agree to these changed terms, you may close your account within the 30 day period and you will not be bound by the changes.

15. Other

Except as specifically stated in another agreement we have with you, these Terms constitute the entire agreement between you and us regarding the use of Kartmon and these Terms supersede all prior proposals, negotiations, agreements, and understandings concerning the subject matter of these Terms. You represent and warrant that no person has made any promise, representation, or warranty, whether express or implied, not contained herein to induce you to enter into this agreement. Our failure to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. To the extent allowed by law, the English version of these Terms are binding, and the translations are provided for convenience only. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with Kartmon's prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. The section titles in the Terms are for convenience only and

have no legal or contractual effect; as used in the Terms, the word "including" means "including but not limited to."

Please contact us with any questions regarding these Terms by [contacting us here](#). To review the previous terms, click [here](#).