

Terms of Use

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By accessing and using the Sites, you agree to these Terms. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT USE THE SITES. We want you to use our Sites, but please understand the Terms are for our protection.

PLEASE NOTE THAT THESE TERMS REQUIRE THAT DISPUTES BE RESOLVED ONLY BY ARBITRATION (AND NOT BY COURT LITIGATION) IN PHOENIX, ARIZONA, WAIVE ANY RIGHT TO JURY TRIAL, AND WAIVE ANY RIGHT TO BRING CLASS ACTIONS AGAINST US. Please review the Governing Law, Arbitration and No Class Actions section of these Terms for complete details.

In some instances, both these Terms and a separate terms of service or guidelines document setting forth additional conditions may apply to a service or product offered via the Sites ("Additional Terms"). The Additional Terms are incorporated by reference into these Terms. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

In addition, you consent to the collection and use of your data in accordance with our [Privacy Policy](#), and, if applicable, our [Children's Privacy Policy](#)

Ownership of Site Materials

(a) Materials. We like our Sites and want to protect them. The Sites (including past, present and future versions) and all materials that are included in or are otherwise a part of the Sites, including, without limitation: graphics; layout; text; content; instructions; images; audio; videos; designs; advertising copy; trademarks; logos; domain names; trade names; service marks and trade identities; any and all copyrightable **material**(including source and object code); the "look and feel" of the Sites; the compilation, assembly and arrangement of the materials of the Sites; and all other materials related to the Sites (collectively, the "**Materials**") are owned, controlled or licensed by Just Seconds Apart, its subsidiaries or affiliates and are protected from unauthorized use, copying and dissemination by copyright, trademark, patent, publicity and other laws, rules, regulations and international treaties. Except as expressly set forth in these Terms or otherwise expressly granted to you in writing by Just Seconds Apart, no rights (either by implication, estoppel or otherwise) are

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(b) Prohibited Activities. You also agree that you will not: (a) use any robot, spider, rover, scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the Materials (except as may be a result of standard Internet

browser or search engine); (b) fail to follow the instructions provided on the Sites in a “robots.txt” file or similar mechanism (to the extent that you provide standard search engine services to the public); nor will you (c) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party web site, or otherwise use the Materials in any way for any public or commercial purpose except as specifically permitted by these Terms or Just Seconds Apart without the prior written consent of Just Seconds Apart. You acknowledge that any unauthorized use of any Materials could cause irreparable harm to Just Seconds Apart and agree that in the event of any such unauthorized use, we shall be entitled to an injunction in addition to any other remedies available at law or in equity.

3. Information You Submit

(a) User Content. The Sites may provide you and others with the opportunity to participate in forums, blogs, message boards and other communication functionality (collectively, “User Forums”) and may provide you with the opportunity, through such features or otherwise, to submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to Just Seconds Apart or the Sites, including, without limitation, photographs, writings, polls, quizzes, fan fiction, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other information (collectively, “User Content”). If you are a child under 13, we may impose further rules or restrictions on your ability to submit or post User Content, and you must comply with such rules and restrictions.

(b) Terms Applicable to User Content. Except as otherwise described in our posted [Privacy Policy](#), or other agreement on the Sites at which you provide your User Content, you agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned. You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these Terms and grant Just Seconds Apart these licenses. Upon Just Seconds Apart’s request, you will furnish Just Seconds Apart any documentation, substantiation or releases necessary to verify your compliance with these Terms. You also acknowledge that the Internet may be subject to breaches of security and should be aware that submissions of User Content or other information may not be secure, and you should consider this before submitting any information to Just Seconds Apart.

(c) License to JUST SECONDS APART for User Content. You grant to Just Seconds Apart the unrestricted, unconditional, non-exclusive, unlimited, worldwide, irrevocable, perpetual and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, re-sell, sub-license, display, perform, transmit, publish, broadcast, modify, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content for any purpose whatsoever in all formats; on or through any media, software, formula or medium now known or hereafter developed; and with any technology or devices now known or hereafter developed and to advertise, market and promote the same. You further agree that Just Seconds Apart is free to use any ideas, concepts, know-how or techniques contained in any User Content you send to the Sites

or Just Seconds Apart, for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing products and or services using such User Content; or creating informational articles based on or advertising our products and services, and without compensation of any kind. You further perpetually and irrevocably grant Just Seconds Apart the unconditional right to use and exploit your name, persona and likeness included in any User Content and in connection with any User Content, without any obligation or compensation to you. You also grant to Just Seconds Apart the right to sub-license and authorize others to exercise any of the rights granted to Just Seconds Apart under these Terms; and each such third party will be entitled to benefit from the rights and licenses granted to Just Seconds Apart under these Terms. You further authorize Just Seconds Apart to publish your User Content in a searchable format that may be accessed by users of the Sites and the Internet. Except as prohibited by law, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

(d) Just Seconds Apart's Obligations Regarding User Content. You agree that Just Seconds Apart has no obligation to pre-screen, monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce its and its licensees' licensed rights to your User Content. You further acknowledge and agree that Just Seconds Apart will not have any obligation to, but may review, monitor, display, accept or exploit any User Content, and /or any areas on the Sites where users transmit or post User Content or communicate with each other, including but not limited to comment sections, advertisement sections, bulletin boards or other user forums. Just Seconds Apart may, in its sole discretion, delete, edit, distribute, move, block access, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice or liability; provided, however, that Just Seconds Apart reserves the right to treat User Content on the Sites, or on certain portions of the Sites, as content stored at the direction of users for which Just Seconds Apart will not exercise editorial control except to enforce the rights of third parties and the content restrictions set forth in our User Forums Rules when notice of such violations are directed to Just Seconds Apart's attention.

Just Seconds Apart is not in any manner responsible for the User Content. Any opinions, advice, statements, or other information contained in User Content made available on the Site are those of the respective author(s) or distributor(s) and not of Just Seconds Apart. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such User Content.

You acknowledge that by providing you with the ability to view User Content on the Sites, Just Seconds Apart is not undertaking any obligation or liability relating to any such User Content, including without limitation any liability arising under the laws relating to copyrights, trademarks, defamation, privacy or obscenity or any other applicable law. User Content posted may not be maintained on the Sites by us for any period of time, we may delete it at our discretion and you have no right to access or control any User Content that you provide. You agree and understand that Just Seconds Apart is not obligated to use User Content and that you will not receive any consideration or compensation for your User Content or for any exploitation of it.

(e) Your Obligations Regarding User Content. You agree that you must evaluate, and bear all risks associated with, the use of any of User Content, including, but not limited to, any reliance on the accuracy, completeness, or usefulness of User Content. As Just Seconds Apart may not pre-screen

User Content, you bear legal responsibility for others' exposure to any offensive indecent or objectionable content in User Content.

(f) Product Submissions Prohibited. Just Seconds Apart does not accept unsolicited submissions for web sites, products or services. It is our intent to avoid the possibility of future misunderstandings when projects developed by or on behalf of Just Seconds Apart (whether internally or by third parties) might seem to others to be similar to their own creative ideas or materials. Therefore, please do not make any such unsolicited submissions to Just Seconds Apart through the Sites, including through User Forums. However, if you decide to make any such unsolicited submission, you hereby grant to Just Seconds Apart the right and license as if it were User Content as specifically set forth above.

4. Account Registration

Certain areas of the Sites may require registration or may otherwise ask you to provide information to participate in certain features, such as our User Forums, in order to receive newsletters or updates or to access certain Materials or post User Content. The decision to provide this information is purely optional; however, if you elect not to provide such information, you may not be able to access certain Materials or User Content or participate in certain features of the Sites. When you provide information to the Sites, you agree to provide only true, accurate, current and complete information, and you agree to maintain and promptly update your information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Sites (or any portion thereof).

If you register on the Sites and/or create a personal profile, you agree to accept responsibility for all activities that occur under your account or password, if any, and you agree you will not sell, transfer or assign your membership or any membership rights. You are responsible for maintaining the security and confidentiality of your password, if any, and your account, and for restricting access to your computer (or other Internet access device, as applicable) so that others may not access the password protected portion of the Sites using your name in whole or in part. Just Seconds Apart reserves the right to terminate your account or otherwise deny you access in its sole discretion without notice and without liability.

Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware.

5. User Forum and User Content Rules

As a user of the Sites, you agree that these User Forum and User Content Rules ("**Rules**") are here to help you understand the conduct that is expected of individuals who participate in User Forums and who provide User Content. Your participation in the User Forums and your provision of User

Content is subject to all the Terms, including these Rules. We reserve the right, in our sole discretion, to monitor and screen all User Content submitted to the Sites and may disregard any User Content that, in our sole discretion, violates these Rules or the Terms, or that we otherwise find objectionable. Please follow these Rules as you upload any User Content:

- a. **User Content must be yours.** All User Content must be original with you, not copied from someone else's work, and you must have all rights in the User Content; OR, all persons who contributed in any way or have any rights to your User Content or otherwise appear in the User Content have given you permission to upload and distribute the User Content on the Sites and elsewhere.
- b. **No pictures or images of anyone but you, your friends and family.** If you choose to upload photos to the Sites, link to embedded videos, or include other images of real people, make sure they are of you or of you and someone you know – but only with their express permission to submit it, and if that person is a minor in the jurisdiction in which they live, with the express permission of his/her parent or legal guardian. If you are submitting a picture of someone else's pet, you must have permission of the pet owner to do so.
- c. **You must not impersonate another person or entity.**
- d. **Please act appropriately.** Express yourself with non-offensive individual self-expression. Be respectful of others opinions and comments so we can continue to build User Forums for everyone to enjoy. **If you think your User Content might offend someone or be embarrassing to someone chances are it probably will and it doesn't belong on the Sites.** Cursing, flaming, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, religion, gender, sexual preference or physical or mental disability or that are defamatory, slanderous, indecent, obscene, vulgar, offensive, pornographic, sexually explicit, lewd, lascivious, abusive, harmful, threatening, or harassing. You may not invade the privacy of any person, including posting personally identifying or otherwise private or sensitive information about a person without that person's consent or harvesting personally identifiable information about the Sites' users. If you discover content that violates these Terms, you may report such abuse by clicking on the "flag as inappropriate" or other buttons to report abuse located throughout the Sites.
- e. **Don't upload third party materials.** Your User Content should not contain any visible logos, phrases or trademarks or other third party materials. Do not use any User Content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the Internet.
- f. **Does your User Content contain music?** Your User Content may not contain any music unless the work and performance is original with you and/or you have all rights to the musical work (including any performances). No jingles, sampling or otherwise.

- g. **Do not use the User Forums for commercial purposes.** Your User Content may not advertise or promote a product or service, other than a Just Seconds Apart product or service. You may not use your User Content for solicitation or to raise money for anyone, any organization (including charitable organizations), any business or for a pyramid or other multi-tiered marketing scheme.
- h. **Do not contact other users who do not want to be contacted.** You may not contact anyone who has asked not to be contacted. You may not make unsolicited contact with anyone for any commercial purpose; among other things, you may not email users of the Sites who have not indicated in writing that it is acceptable to contact them about other services, products or commercial interests.
- i. **Do not upload User Content that is inappropriate or illegal.** Your User Content may not promote any illegal activity. Your User Content may not advertise any illegal service or product, or the sale of any items the sale of which is prohibited or restricted by any applicable law. If someone could go to jail for taking action suggested by your User Content, don't upload or post it. If you do upload or post User Content that is illegal or in violation of applicable law, we reserve the right to take action that we deem appropriate, in our sole discretion, including reporting you to the proper governmental authorities.
- j. **No violence or cruelty to animals.** Your User Content may not promote violence or cruelty to animals or describe how to perform a violent or cruel act.
- k. **Be honest and do not misrepresent yourself or your User Content.** Do not impersonate any other person, user or company or upload or post User Content that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity or affiliation with a person or company.
- l. **Others are watching.** We hope that you will use the User Forums to exchange information and content and have discussions with other members. However, please remember that the User Forums is a public forum and User Content that you post on the User Forums will be accessible and viewable by other users. Do not post personal information (e.g., first and last name, password, phone number, address, e-mail address or other personally identifiable information or contact information).
- m. **Don't share other people's personal information.** Your User Content may not reveal another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature.
- n. **Don't damage the Sites or anyone's computers.** User Content may not upload viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Sites or any computer system. You may not gain unauthorized access to any computer system or nonpublic portion of the Sites or interfere with or disrupt the Sites, servers or networks connected to the Sites.

We reserve the right to request at any time proof of the permissions referred to above in the sections starting “User Content must be yours”, “No pictures or images of anyone but you and your friends and family”, “Don’t upload third party materials”, and “Does your User Content contain music?” in a form acceptable to us. Failure to provide such proof may, if requested, lead to the User Content in question being removed from the Sites.

6. User Interactions and Disputes

You are solely responsible for your interaction with other users of the Sites, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others, when you submit or post any personal or other information, and in all other online activities.

7. Ordering Products and Services.

(a) Products and Services Offered on the Sites

We may make certain products and services available for purchase on the Sites. If you order any products or services, you hereby represent and warrant that you are 18 years old or older. You need a valid credit card (except to the extent we permit purchases with gift cards, gift certificates, promotional or discount codes, or similar forms of payment), with full authority to use it, to submit an order for products or services through the Sites. You hereby represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. You may be asked to supply certain information relevant to your transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf to purchase products or services from the Sites. You understand that we will not be liable in the event that others acting with or without your permission use your credit card to make purchases on the Sites. Certain products that you purchase and/or download on or through the Sites may be subject to additional terms and conditions presented to you at the time of such purchase or download.

(b) Prices; Availability

All prices listed on the Sites are subject to change. In the event a product or service is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product/service information received from our suppliers, we shall have the right, prior to the acceptance of your order pursuant to our Order Acceptance Policy described below, to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and we cancel your order, we shall issue a credit to your credit card account in the amount of the charge. Please note that the colors of items and products

may depend on your monitor and may not be correctly displayed. Please keep in mind that while we might offer a variety of products and services for sale on the Site, we cannot guarantee availability at a particular time. We reserve the right to change our product and service offerings at any time. We also reserve the right to change contents, features and offerings, and adjust accessibility of the Sites from time to time in our discretion.

(c) Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. We may require additional verifications or information before accepting any order. Your order is not accepted until we send you shipping information for the order (or the accepted portion thereof). Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the quantity you ordered, your sole and exclusive remedy is either that (a) we will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card has already been charged for the order) or (b) we will not charge your credit card for the cancelled portion of the order or the quantity not provided.

(d) Payment Terms

For each product or service that you order on the Sites, you agree to pay the full price applicable for the product or service (including any sales taxes, surcharges and any delivery fees for the delivery service you select) as of the time you submitted the order. We will automatically bill your credit card or other form of payment submitted as part of the order process for such price. If payment is not received by us from your credit or debit card issuer or its agents, you agree to pay all amounts due upon demand by us.

(e) Sales Taxes

Any applicable sales taxes, or other taxes, duties, customs, import/export charges, or similar governmental charges are not included in the price of the products or services. We shall automatically charge and withhold any applicable sales tax for orders to be delivered to addresses within the United States in accordance with our order policy in effect at the time of purchase. You are responsible for paying any applicable sales and other taxes associated with your order of products or services. You shall be solely responsible for any applicable sales taxes, or other taxes, duties, customs, import/export charges, or similar governmental charges (except for taxes on Just Seconds Apart's net income), on orders shipped outside the United States.

8. Items Available For Download

(a) If you purchase downloadable items from the Sites which constitute or are comprised of digital media content ("Digital Media Purchases"), including but not limited to, permanent downloads of publications, audio, music or video files, you are granted a limited, non-commercial, revocable, non-assignable and non-transferable license to access, perform and otherwise use the Digital Media

Purchases solely for your personal, non-commercial entertainment and use. All Digital Media Purchases are sublicensed to you and not sold, notwithstanding the use of the terms “sell,” “purchase,” “order,” or “buy” on the Sites or in these Terms. All right and title, including, but not limited to, commercial or promotional use rights, in Digital Media Purchases available for preview or purchase on the Sites is reserved by the parties who have licensed the Digital Media Purchases for sale by the Sites. You may not reproduce (except as otherwise noted herein), publish, transmit, distribute, display, broadcast, re-broadcast, publish, perform, rent or lend, modify, create derivative works from, reverse engineer, sell or participate in any sale of or exploit in any way, or in part, directly or indirectly, any of the Digital Media Purchases, or any related software used in connection with the delivery of the Digital Media Purchases (the “Digital Media Software”). Unauthorized reproduction or distribution of Digital Media Purchases violates applicable law. You agree to obey all applicable laws and regulations that apply to the use of any intellectual property to which you may be granted a license through use of the Sites. You may access, play, transfer, back-up, store and burn Digital Media Purchase files as much as reasonably necessary for your personal, non-commercial use on an unlimited number of personal computers or portable devices that you own. Any other copying is expressly prohibited. The Sites will not provide free-of-charge copies of Digital Media Purchase files to restore files that you may lose due to the failure of personal storage devices, including, but not limited to, hard drives, personal computers, mobile devices, and portable media players. You are advised to make backup copies of Digital Media Purchases for use in case of such losses. Digital Media Purchases from the Sites may be available only in the United States or certain other countries or territories, and may not be available in other geographic locations. You agree not to purchase, or attempt to make Digital Media Purchases from the Sites from outside of the geographic territory(ies) for which they are provided. The Sites may use technologies to verify your compliance. You agree to abide by United States and other applicable export control laws not to transfer, by electronic transmission or otherwise, any content or software, including, without limitation the Digital Media Software subject to restrictions under such national destination or person prohibited under such laws. WITHOUT LIMITING ANY PROVISION HEREIN, WE MAKE NO WARRANTY THAT ANY PARTICULAR COMPUTER, BURNER, MOBILE OR PORTABLE DEVICE WILL BE COMPATIBLE WITH THE SITES OR THE DIGITAL MEDIA PURCHASES, OR THAT ANY DIGITAL MEDIA FILES ACQUIRED FROM THE SITES WILL FUNCTION IN ALL MEDIA PLAYERS OR ON ALL DEVICES. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR RECORDING AND PLAYBACK SYSTEM(S) AND DEVICES WILL FUNCTION CORRECTLY WITH THE DIGITAL MEDIA PURCHASES.

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AGREEMENT APPLICABLE TO SUCH DOWNLOADABLE ITEMS. Note that if you install certain applications that may be available via the Sites, you consent to the download of software to your computer and accept these Terms and any Additional Terms related to such application.

9. Promotions

The Sites may contain or offer sweepstakes, contests or other promotions, which may be governed by a separate set of rules that describe the sweepstakes, contest or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable sweepstakes, contest or promotion.

10. Third Party Links and Content

(a) There may be links from the Sites, or communications you receive from the Sites, to third party web sites or our Sites may include third party content that we do not control, maintain or endorse. Accessing those third party sites requires you to leave the Sites. We do not control those third party sites or any of the content contained therein and you expressly acknowledge and agree that we are in no way responsible or liable for any of those third party sites, including, without limitation, their content, policies, failures, promotions, products, services, actions and/or any damages, losses, failures or problems caused by, related to or arising from those third parties or their sites. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE SITES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. JUST SECONDS APART ENCOURAGES YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD PARTY SITE THAT YOU VISIT. JUST SECONDS APART DISCLAIMS ANY HARM THAT MAY RESULT FROM YOUR CHOICE TO USE ANY THIRD PARTY SERVICES, INCLUDING, BUT NOT LIMITED TO, THIRD PARTY SERVICES HOSTED ON THE SITE WHICH MAY ASK TO ACCESS, AND MAY RETAIN, YOUR PERSONAL INFORMATION. YOU AGREE THAT YOUR USE OF THIRD PARTY SERVICES IS AT YOUR OWN RISK.

(b) Third-Party Advertisements, Services and Offers. Your interactions with organizations and/or individuals that advertise on the Site or that are found on or through the Site, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or for the content of any offer, coupon, advertisement, solicitation or other material provided by any third party on the Site. If there is a dispute between participants on this Site, or between any Site user and any third party, you understand and agree that Company is under no obligation to become involved. Please use common sense when interacting with other users of the Site or third parties

who provide advertisements or other material posted on the site. Be careful to verify the legitimacy of any offer or proposed transaction. Be wary of requests to wire funds, to provide your bank account number or to provide a cashier's check or money order.

11. Linking Policy

Just Seconds Apart grants you the revocable permission to link to the Sites; provided, however, that your web site, or any third party web sites that link to the Sites: (a) must not frame or create a browser or border environment around any of the content on the Sites or otherwise mirror any part of the Sites; (b) must not imply that Just Seconds Apart or the Sites are endorsing or sponsoring it or its products, unless Just Seconds Apart has given its prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Just Seconds Apart's sole opinion, harm Just Seconds Apart or its products or services; (d) must not use any Just Seconds Apart trademarks without the prior written permission from Just Seconds Apart; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Just Seconds Apart's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to the Sites, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, Just Seconds Apart reserves the right to prohibit linking to the Sites for any reason, in our sole and absolute discretion, even if the linking complies with the requirements described above.

12. Mobile

(a) Mobile Features. The Sites may offer features and services that are available to you via your mobile phone. These features and services may, include, without limitation, the ability to upload content to the Sites, receive messages from the Sites, download applications to your mobile phone or access the Sites' features (collectively, the "Mobile Features"). Standard messaging, data and other fees may be charged by your carrier to participate in Mobile Features. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

(b) Terms of Mobile Features. You agree that the Mobile Features for which you are registered may send communications to your mobile device. Further, we may collect information related to your use of the Mobile Features. If you have registered for Mobile Features, you agree to notify Just Seconds Apart of any changes to your mobile number and update your account on the Sites to reflect this change.

13. Copyright Complaints

(a) DMCA. Just Seconds Apart respects the intellectual property of others, and we ask our users and visitors to do the same. You may not use the Sites for any purpose or in any manner that infringes the rights of any third party. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") (text at <http://www.copyright.gov>), Just Seconds Apart has a designated agent for receiving

notices of copyright infringement and we follow the notice and take down procedures of the DMCA. We have a policy of terminating the accounts of users who (in our reasonable discretion) are repeat infringers.

(b) Procedure. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Just Seconds Apart's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. § 512. Please be advised that to be effective, the Notice must include ALL of the following:

- a. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material;
- d. (d) information reasonably sufficient to permit us to contact the complaining party;
- e. (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to:

By mail:

Alexander Poulos
TripleFirre, LLC
7th Floor Camelback Esplanade II
2525 East Camelback Road
Phoenix, AZ 85016

By Email: info@justsecondsapart.com

(For both mail and email notices, please include "Notice of Infringement" in the subject line.)

Upon receipt of notices complying with the DMCA, Just Seconds Apart will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

It is often difficult to determine if your intellectual property rights have been violated. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

(c) IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING JUST SECONDS APART THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT OR SERVICE RELATED QUESTIONS

AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

14. Your Warranties

You represent and warrant that: (i) you have the legal right and capacity to enter into these Terms in your jurisdiction where you reside and to comply with these Terms; (ii) all information you provide to Just Seconds Apart is true, accurate, complete and current; and (iii) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms. You also agree that you will be responsible for obtaining and maintaining all modem, telecommunications equipment, computer hardware, wireless devices and other equipment needed for access to and use of the Sites and you will be responsible for all charges related thereto.

15. Disclaimer of Warranties

(a) THE SITES, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, JUST SECONDS APART AND ITS PARENT, SUBSIDIARIES OR AFFILIATES AND EACH OF THEIR EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AGENTS, VENDORS, AND CONTRACTORS (COLLECTIVELY, THE “JUST SECONDS APART PARTIES”) MAKE NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SITES; (B) THE MATERIALS ON OR PROVIDED THROUGH THE SITES; (C) THE DOWNLOADABLE ITEMS; (D) USER CONTENT; (E) THE FUNCTIONS MADE ACCESSIBLE ON OR THROUGH THE SITES; (F) ANY PRODUCTS, SERVICES OR INSTRUCTIONS OFFERED OR REFERENCED AT THE SITES; AND/OR (G) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TRANSMITTED TO OR FROM JUST SECONDS APART OR VIA THE SITES. IN ADDITION, THE JUST SECONDS APART PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

(b) THE JUST SECONDS APART PARTIES DO NOT REPRESENT OR WARRANT THAT THE SITES OR THE FUNCTIONS CONTAINED THEREIN WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITES OR THE SERVER THAT MAKES THE SITES AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES OR OTHER MALWARE. THE JUST SECONDS APART PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SITES IS ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY, RELIABLE OR OTHERWISE. THE JUST SECONDS APART PARTIES DO NOT WARRANT THAT YOUR USE OF THE SITES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE JUST SECONDS APART PARTIES SPECIFICALLY

DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS.

(c) BY ACCESSING OR USING THE SITES, YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITES.

16. Disclaimers/Limitation of Liability

(a) LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES WILL THE JUST SECONDS APART PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (i) THE SITES; (ii) THE MATERIALS; (iii) THE DOWNLOADABLE ITEMS; (iv) USER CONTENT; (v) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SITES; (vi) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE JUST SECONDS APART PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITES; (vii) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (viii) ANY ERRORS OR OMISSIONS IN THE SITES' TECHNICAL OPERATION; OR (ix) ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, WIRELESS DEVICES, CELLULAR PHONE, MODEM OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE JUST SECONDS APART PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED, IN WHOLE OR IN PART, BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SITES). IN NO EVENT WILL THE JUST SECONDS APART PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. IN NO EVENT WILL THE JUST SECONDS APART PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED: (1) THE AMOUNT PAID BY YOU TO US FOR YOUR USE OF THE SITES OR PURCHASE OF PRODUCTS VIA THE SITES; OR (2) TEN UNITED STATES DOLLARS (\$10.00 USD), WHICHEVER IS GREATER.

THE FOREGOING LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITES OR ANY LINKS ON THE SITES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN

CONNECTION WITH THE SITES OR ANY LINKS ON THE SITES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOUR ACCESS TO AND USE OF THE SITES IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SITES OR ANY OF THE MATERIALS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SITES OR THE MATERIALS.

(b) WAIVER OF UNKNOWN CLAIMS. BY ACCESSING THE SITES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, 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."

17. Indemnification

You agree to defend (if requested by Just Seconds Apart), indemnify and hold harmless the Just Seconds Apart Parties from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, settlements and expenses, including attorneys' fees, that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) User Content; (b) your use of the Sites or activities in connection with the Sites, and/or the use of the Sites by any other person using your user account(s); (c) your breach or anticipatory breach of these Terms; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (e) information or material transmitted through your computer or other device used to access the Sites, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; (f) any misrepresentation made by you; or (g) the Just Seconds Apart Parties' use of your information. You will cooperate as fully required by the Just Seconds Apart Parties in the defense of any claim. Notwithstanding the foregoing, the Just Seconds Apart Parties retain the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of action which are brought against them herein under the terms and provisions of this Section. The Just Seconds Apart Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the Just Seconds Apart Parties.

18. Termination and Modifications

(a) Termination. Just Seconds Apart reserves the right to terminate your access to and use of the Sites at any time, in its sole discretion, without notice and liability, including, without limitation, if Just Seconds Apart believes your conduct fails to conform with these Terms. We may also block your access to our Sites in the event that you (a) breach these Terms, (b) we are unable to verify or authenticate any information you provide to us, or (c) we believe that your actions may cause financial loss or legal liability for you, our users, or us. Just Seconds Apart also reserves the right to investigate suspected violations of these Terms, including, without limitation, any violation arising from any e-mails you send to the Sites or Just Seconds Apart. Any violation, or potential violation, of these Terms may be referred to law enforcement authorities.

(b) Modifications. Just Seconds Apart reserves the exclusive right to modify, withdraw, suspend or discontinue, temporarily or permanently, at any time and from time to time, any Materials available on the Sites, without limitation, in whole or in part, including the cessation of all activities associated with the Sites, with or without notice. You agree that Just Seconds Apart will not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites or any part thereof.

(c) What happens upon Termination? Upon termination of your access to the Sites, or upon demand from Just Seconds Apart, all rights granted to you under these Terms will cease immediately, and you agree that you will: (a) immediately discontinue use of the Sites, including links to the Sites; and (b) destroy all Materials obtained from the Sites and all related documentation. The following sections shall survive termination of these Terms: 1, 3, 4, 7, 8, 10, and 13-22.

19. Location of Sites and Territorial Restrictions

(a) Location of Sites. The information provided on the Sites is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Just Seconds Apart to any registration requirement within such jurisdiction or country. Just Seconds Apart controls and operates the Sites from offices located in the United States and makes no representations or warranties that the information, products or services contained on the Sites are appropriate for use or access in other locations. Anyone using or accessing the Sites from other locations does so on his or her own initiative and is responsible for compliance with United States and local laws regarding online conduct and acceptable content, if and to the extent such local laws are applicable. We reserve the right to limit the availability of the Sites and/or the provision of any content, program, product, service or other feature described or available thereon to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such content, program, product, service or other feature that we provide.

(b) Software. Software related to or made available by the Sites may be subject to United States export controls. Thus, no software from the Sites may be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Sites, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

20. Governing Law, Arbitration and No Class Actions

We hope we never get into any disputes with you but just in case, here are some things that would apply:

(a) GOVERNING LAW. THESE TERMS AND THE INTERPRETATION OF THESE TERMS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND SPECIFICALLY WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

(b) ARBITRATION. YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISAGREEMENTS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND ANY JUST SECONDS APART GROUP ENTITY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARENTS, AFFILIATES, SUBSIDIARIES AND/OR RELATED COMPANIES ARISING OUT OF OR RELATING TO THE SITES, THE USE OR ACCESS THEREOF, OR THESE TERMS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. BECAUSE THE SITES PROVIDED TO YOU BY JUST SECONDS APART GROUP CONCERN INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT ("FAA") GOVERNS THE ARBITRABILITY OF ALL DISPUTES. HOWEVER, APPLICABLE FEDERAL OR STATE LAW MAY ALSO APPLY TO THE SUBSTANCE OF ANY DISPUTES. THE ARBITRATION SHALL TAKE PLACE IN NEW YORK, NEW YORK. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH TITLE 9 OF THE US CODE (UNITED STATES ARBITRATION ACT) UNDER THE AAA'S COMMERCIAL DISPUTE RESOLUTION PROCEDURES AS SUPPLEMENTED BY THE SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES (AND AS STATED THEREIN, IF THERE IS A DIFFERENCE BETWEEN THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES, THE SUPPLEMENTARY PROCEDURES WILL BE USED). YOU AND WE VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT YOU OR WE HAVE TO A JURY TRIAL.

(c) NO CLASS ACTIONS. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS/CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

21. Updates to Terms

Just Seconds Apart reserves the right to modify or add to these Terms or any Additional Terms from time to time. (“**Updated Terms**”). You agree that we may notify you of the Updated Terms by posting them on the Sites so that they are accessible via a link on the home page of the Sites, and that your use of the Sites after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and any Additional Terms from time to time, and before using the Sites. The Updated Terms will be effective upon reasonable notice after posting, or such later date as may be specified in the Updated Terms.

22. Miscellaneous

The failure of Just Seconds Apart to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Just Seconds Apart rights with respect to such breach or any subsequent breaches. No waiver by Just Seconds Apart of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of Just Seconds Apart. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. Just Seconds Apart may assign its rights and duties under these Terms to any party at any time without any notice to you. These Terms may not be assigned by you without Just Seconds Apart’s prior written consent. If any provision of these Terms will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will not be construed against Just Seconds Apart by virtue of having drafted them.