

## Terms of Use

Effective August 10, 2020

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE OR ANY Jamaica Tallawahs APPLICATION. This is a legally binding agreement between you and Jamaica Tallawahs ("Jamaica Tallawahs"). These Terms of Use govern use of the websites and apps operated by or on behalf of Jamaica Tallawahs and on any sites or apps in which these Terms of Use appear, including those at all [www.tallawahs.com](https://www.tallawahs.com/) URLs (collectively, the "Sites").

You agree that your access to and use of the Sites, including any part thereof, is governed by these Terms of Use ("Terms of Use") and Jamaica Tallawahs' Privacy Policy located at [www.tallawahs.com/privacy/](https://www.tallawahs.com/privacy-policy/) ("Privacy Policy") which is incorporated by reference in its entirety herein (both the Terms of Use and Privacy Policy shall collectively be referred to herein as the "Terms" unless specifically stated otherwise). You agree that by accessing or using the Sites or any part thereof, you are entering into a legally binding agreement with Jamaica Tallawahs and you agree to abide by the Terms, including all rules, terms, conditions, restrictions and notices therein. If you do not wish to be bound by the Terms, do not access, download or otherwise use any of the Sites, as doing so will result in your acceptance of the Terms.

1. Changes to these Terms of Use. Jamaica Tallawahs has included the effective date of these Terms of Use on this document. Jamaica Tallawahs reserves the right to make changes to any Terms at any time, however, Jamaica Tallawahs shall use reasonable efforts to provide notification to you in advance of any material changes becoming effective, such as by posting a notification via the Sites, at the log-in page or via email. If you continue to access and/or use the Sites after the effective date of such changes, then such access and/or use will be deemed an acceptance of and an agreement to follow and be bound by the Terms as changed. The revised Terms supersede all previous notices or statements regarding the Sites. For this reason, we encourage you to review these Terms any time you access or use the Sites and recommend that you print out a copy for your records. Upon Jamaica Tallawahs' request, you agree to sign a non-electronic version of these Terms of Use and any other policies or agreements set forth or available on or through the Sites.

2. Materials. The information and materials provided on or through the Sites, including without limitation, any content, data, text, pictures, graphics, audio, video, icons, surveys, software, and updates for use on or through the Sites, links, and other content, features and services available on or through the Sites, excluding Submissions (defined below), (collectively, the "Materials") are provided for entertainment purposes only.

3. Limited License. The Sites are provided for entertainment purposes, and unless otherwise specified on or in the Sites, solely for your own personal use. Jamaica Tallawahs hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Sites for your own non-commercial entertainment purposes, subject to your complete compliance with the Terms and any and all other terms and policies set forth on or in the Sites. Except as expressly provided in the Terms, Jamaica Tallawahs does not grant you any other express or implied rights or licenses in or to the Sites or the Materials, and all right, title and interest that Jamaica Tallawahs has in the Sites and Materials are retained by Jamaica Tallawahs, even after installation or download on your computers, mobile phones, tablets, and/or other devices.</p>

Except as lawfully allowed or expressly set forth in the Terms, you may not modify (including without limitation making derivative works), copy, adapt, reverse engineer, de-compile or otherwise reduce to human perceivable format, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, transfer, license or sublicense, publicly display, or sell in any form or by any means, in whole or in part, any of the Sites or Materials without Jamaica Tallawahs' express prior written permission.</p>

Jamaica Tallawahs reserves the right to revoke your right to use any or all of the Sites at any time as further set forth in Section 16 herein. You acknowledge that the time that you spend on or using the Sites, is solely for your personal entertainment purposes, and that no monetary value can be attributed to such time and that, but for the limited and terminable license granted herein, you are not entitled under the law to use or have access to the Sites and/or the Materials.</p>

4. Ownership. You acknowledge that the Sites are protected by and/or embody copyrights, trademarks, patents, trade secrets and/or other proprietary rights ("Intellectual Property") owned by Jamaica Tallawahs, and/or its licensors, including without limitation the selection, coordination, arrangement, compilation, assembly and any enhancements thereto, and that these rights are valid and protected in all media existing now or later developed and under United States and foreign laws. The Sites and Materials (and any Intellectual Property and other rights relating thereto) are and will remain the property of Jamaica Tallawahs. The trademarks, trade names, trade dress, logos, and service marks displayed on the Sites, are the trademarks of Jamaica Tallawahs or its licensors, clients and vendors and/or other third parties. Nothing contained on or in the Sites should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Jamaica Tallawahs marks, logos or trade dress without the express written permission of Jamaica Tallawahs or the third-party owner of any such mark, logo or trade dress. Misuse of any mark, logo or trade dress is prohibited. You acknowledge that you do not acquire any ownership rights in or to any of Jamaica Tallawahs' or its licensor's Intellectual Property by virtue of your access or use of the Sites.</p>

You may not circumvent or disable any content protection features used on the Sites and must retain all copyright and other proprietary notices on downloaded and copied Materials, and any such downloads or copies are subject to the terms and conditions of the Terms.</p>

5. Code of Conduct. While using any of the Sites and/or Materials, including on or in any Submissions (as defined below) or postings, you agree to follow the standards set forth below (the "Codes"), and you agree not to:</p>

Create a false identity or impersonate any person;</p>

Create, post or transmit any content or message containing profanity, sexually graphic or offensive language, including any uses of characters such as \@#\$\$% to replace letters;</p>

Engage in any activity or send, post, transmit or make available any content or message that is false, intentionally misleading, disruptive, unlawful, harmful, threatening, abusive, harassing, rude, defamatory, hateful, vulgar, inciteful, racist, illicit, illegal or otherwise objectionable;</p>

Submit content, materials or Submissions that are subject to the Intellectual Property of a third party, or otherwise subject to third party proprietary rights, including, without limitation, privacy and publicity rights, unless you are the owner of such rights or have permission from the owner to do so and to grant Jamaica Tallawahs all the license rights necessary to transmit or maintain such content, material, or Submissions;</p>

Send, post, transmit or make available any: any material non-public information about any person, entity or Jamaica Tallawahs without the express authorization to do so;</p>

Send, post, transmit or otherwise make available any advertisements, solicitations, chain letters, pyramid schemes, junk mail, SPAM, investment opportunities or other unsolicited or unauthorized commercial or promotional content, materials, or communication;</p>

Institute an attack upon any server used in connection with the Sites or any portion thereof or otherwise attempt to disrupt such servers;</p>

Send, post, transmit or otherwise make available any material or Submissions regarding hacking, cracking, exploiting, or otherwise making improper use of the Sites;</p>

Attempt to or actually restrict or inhibit any other user from using and enjoying the Sites;</p>

Use any robot (bot), spider, scraper or other unauthorized or automated means to modify, use or access the Sites, or any portion thereof;</p>

Send, post or transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of an intentionally destructive nature;

Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble all or any portion of the Sites or the Materials;

"Frame" or "mirror" any part of the Sites without Jamaica Tallawahs' prior written authorization;

Attempt to any private information from any other user of the Sites, including without limitation, the collection personal information about others, such as email addresses or geo-locations;

Harvest or collect any information about users of the Sites;

Use the Sites in any manner that violates any applicable laws or regulations or is prohibited by these Terms; and/or

Assist or permit any persons in engaging in any of the activities described in this listing of the Codes.

While using the Sites and the Materials, you agree to comply with these and all Codes, as well as all applicable laws, rules and regulations. Jamaica Tallawahs has the sole discretion to delete, suspend, terminate or block your access to the Sites, with or without prior notification to you, for any violation of the Terms, including any of the Codes.

6. Third Party Sites/Services. The Sites may include links to other websites, apps or services solely as a convenience to you (collectively, the "Linked Sites"). The inclusion of any Linked Site does not imply endorsement by Jamaica Tallawahs or any association with the operators of such Linked Sites. You are responsible for viewing and abiding by the privacy statements and terms of service/use posted at any third party or Linked Sites. The information, products, materials and services on Linked Sites is not under the control of Jamaica Tallawahs. Access and use of any Linked Sites, including the information, products, materials and services on any Linked Sites or available through any Linked Sites, is solely at your own risk, and you acknowledge and agree that Jamaica Tallawahs is not responsible or liable, directly or indirectly, for any loss or damage caused or alleged to be caused by your use of any or dealings with any Linked Site.

Any dealings with third parties, such as advertisers, counted in within or on the Sites, including the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Jamaica Tallawahs is neither responsible nor liable for any part of such dealings with any third parties.

7. Forums & Submissions. The Sites may include features that allow you and others to submit, post, comment, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information or content, messages, transmissions, ratings or material to the Sites ("Submissions"). Those portions of the Sites where you can post or transmit information are referred to herein as the "Forums."

You agree that Jamaica Tallawahs may redistribute content you send/upload/post to the Sites. By sending, posting or transmitting to any area of the Sites, including through any Forums, you grant Jamaica Tallawahs and its owners, designees, representatives, affiliates, and agents worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, digitally display, make, have made, sell, offer for sale and import such Submissions in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you or the provider of the Submissions. None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on Jamaica Tallawahs' part and Jamaica Tallawahs will not be liable for any use or disclosure of any Submissions. Information and Submissions contained on our Forums may be provided by persons not affiliated with Jamaica Tallawahs. You agree not to transmit any Submission to or through the Sites, or to Jamaica Tallawahs that you consider to be confidential, and any and all Submissions shall be deemed non-confidential. You are responsible and liable for any and all of your Submissions.

You acknowledge and agree that your communications via the Forums are public and not private communications, and that you have no expectation of privacy concerning your use of the Forums. You acknowledge that personal information that you communicate via the Forums may be seen and used by others and result in unsolicited communications; therefore, Jamaica Tallawahs strongly encourages you not to disclose any personal information about yourself in your communications via the Forums. Jamaica Tallawahs is not responsible for information that you choose to communicate to other users via the Forums or Submission.

You acknowledge that people participating in the Forums occasionally post Submissions or make statements, whether intentionally or unintentionally, that are inaccurate, misleading, illegal, hurtful or deceptive. Jamaica Tallawahs neither endorses nor is responsible for such Submissions or statements, or for any opinion, advice, information or other utterance made or displayed on the Sites or in any Forums by third persons or parties. The opinions expressed in the Submissions and/or the Forums reflect solely the opinion(s) of the submitter of the Submission or the participants of the Forums and do not reflect the views or opinions of Jamaica Tallawahs.

Jamaica Tallawahs is not responsible for any Submissions, and you agree that Jamaica Tallawahs assumes no liability whatsoever for any Submissions posted by you or any third

party. Under no circumstances will Jamaica Tallawahs or its owners, designees, representatives, affiliates, and agents be liable for any loss or damage caused by your reliance on the Submissions or on any information or materials obtained through the Sites. Jamaica Tallawahs has no obligation to monitor the Sites, the Forums, or any Submissions that you or other persons or parties transmit or post on the Sites or in the Forums. You acknowledge and agree that Jamaica Tallawahs has the right, but not the obligation, to do any or all of the following, at its sole discretion: (i) alter, edit, remove, or refuse to post or allow to be posted or stored any Submission or message; (ii) monitor and/or filter any of your communications through the Forums (including without limitation, by means of blocking or replacing expletives or other language that may be deemed harmful or offensive); and/or (iii) disclose any Submission or message or any communication through the Forums, and the circumstances surrounding the transmission thereof, to any third party in order to operate the Sites available thereon to (a) protect Jamaica Tallawahs and its sponsors, employees, officers, owners, directors, shareholders, agents, representatives and affiliates, and Jamaica Tallawahs' users and visitors; (b) to comply with legal obligations or governmental requests; and (c) to enforce these Terms; or for any other reason or purpose.</p>

Notwithstanding anything contrary stated in these Terms of Use, by posting a Submission you represent and warrant that (a) you own or otherwise control all of the rights, including without limitation, all copyrights, to your Submission or are otherwise legally entitled to post the submission; (b) the content is accurate; (b) use of the content you supply does not violate the Terms and will not cause injury to any person or entity; and (d) you will indemnify Jamaica Tallawahs and/or its parent, subsidiaries and affiliates for all claims resulting from any content, information, and ratings, including without limitation, all Submissions, you supply, provide or transmit to Jamaica Tallawahs or to or through the Sites.</p>

Jamaica Tallawahs RESERVES THE RIGHT TO REMOVE ANY SUBMISSIONS, WITH OR WITHOUT NOTICE TO YOU, FOR ANY REASON WHATSOEVER.</p>

8. Right to Modify. Jamaica Tallawahs reserves the right, at any time, to modify, suspend, or discontinue the Sites, and/or any part or parts thereof with or without notice, including terminating, eliminating, supplementing, modifying, adding to or discontinuing any content, functionality, promotion, or feature of the Sites, the hours that the Sites are available, or any fees or charges in connection with the use of the Sites. You agree that Jamaica Tallawahs will not be liable to you or to any third party for any such modification, suspension, or discontinuation.</p>

9. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Jamaica Tallawahs infringe your copyright (for example, a photo posted by a user in a comment), you (or your agent) may send Jamaica Tallawahs a notice requesting that the material be removed or access to it blocked. Please see the requirements and specific

instructions for submitting a notice to Jamaica Tallawahs on Jamaica Tallawahs' Copyright Policy <https://www.tallawahs.com/>. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Jamaica Tallawahs a counter-notice. Please refer to Jamaica Tallawahs' Copyright Policy for the requirements and instructions for submitting a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details.'s DMCA Agent should be contacted only for the purposes set forth in this Section 9 and the Copyright Policy. ALL OTHER INQUIRIES DIRECTED TO Jamaica Tallawahs' DMCA AGENT WILL NOT BE ANSWERED.</p>

10. Use & Access. YOU MUST BE AT LEAST 13 YEARS OF AGE TO (a) USE THE SITES, (b) USE anything accessible or available on or through the SITES, OR (c) TRANSMIT/SUBMIT/POST ANY SUBMISSION, ANY PERSONAL INFORMATION OR ANYTHING TO ANY FORUM OR ANYWHERE ELSE ON THE SITES. By accessing, using and/or submitting information to or through any of the Sites, you agree and represent that you are at least 13 years of age or older and otherwise have the legal capacity to enter into these Terms.</p>

Pursuant to 47 U.S.C. Section 230(d), as amended, Jamaica Tallawahs hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. The Sites are not directed to, not intended for and may not be used by anyone under the age of 13.</p>

AGES 13-18: IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR TEENAGER'S ACCESS AND USE OF THE SITES, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH TEENAGER'S USE OF THE SITES AND/OR ANYTHING ACCESSIBLE OR AVAILABLE ON OR THROUGH THE SITES.</p>

11. Privacy/Security. You understand that any information provided by you or collected by Jamaica Tallawahs in connection with your use of the Sites will be used in the manner described in these Terms of Use and Privacy Policy. If you do not agree to the terms of the Privacy Policy you should not access or use the Sites. Without limiting the terms of the Privacy Policy, you understand that Jamaica Tallawahs does not guarantee that your use of the Sites and/or the information provided by you will be private or secure, and Jamaica Tallawahs is not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Sites.</p>

12. Sweepstakes/Contests. From time to time Jamaica Tallawahs may offer or allow you to participate in promotions, giveaways, contests or sweepstakes (each, a "Promotion") through the Sites. Participation in any Promotion is subject to the Official Rules governing that Promotion. Jamaica Tallawahs may announce rules in connection with any Promotion, but

regardless of whether specific rules are announced, all such opportunities will be controlled by the Terms, unless explicitly superseded by Promotion-specific rules. If you choose to participate in a Promotion, Jamaica Tallawahs may collect your personal information, such as your name, address, age, telephone number, e-mail address or other contact information. In addition, as a condition to receiving any awards or prizes for participating in such Promotions, you may be required to provide additional information, to sign a release, or to authorize the use of certain biographical or other information about you in Jamaica Tallawahs' marketing materials. Please also be aware that if a third party administers the Promotion, your participation may be subject to additional terms and conditions, and you should specifically read such third party's rules, terms of service, and privacy policies before participating. You agree that Jamaica Tallawahs is not responsible for such third parties' actions or inactions with respect to such Promotions.</p>

13. Jurisdictional Issues. Regardless of the language used thereon, access to and use of the Sites from any jurisdiction where the content, products or services is illegal is strictly prohibited. Jamaica Tallawahs makes no representation that Sites are appropriate or available for use in any jurisdictions outside the United States and those who choose to access or use any of the Sites from such other jurisdictions do so on their own initiative and at their own risk, and are responsible for compliance with local laws, rules or regulations, including, without limitation, rules about the internet, data, e-mail, or privacy. Jamaica Tallawahs reserves the right to limit the availability and quantity, if applicable, of the Sites, any Promotion, or any other product or service provided by Jamaica Tallawahs, to any person, geographic area or jurisdiction, at any time and in Jamaica Tallawahs' sole discretion.</p>

14. Export Control. Any software or application of or available on the Sites is subject to United States export controls. No software may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods or which is subject to other applicable U.S. trade sanctions; 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 or using any such software or application, 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. You further agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, regardless of whether such transmission is permitted under the Terms or by applicable law.</p>

15. Unsolicited User Ideas. Jamaica Tallawahs does not accept or consider unsolicited ideas, including ideas for new promotions, products, applications, technologies, processes or other ideas or inventions (collectively, "User Ideas"). You must not transmit any User Ideas to or through the Sites or to Jamaica Tallawahs that you consider to be confidential or proprietary. You agree that any and all User Ideas are non-confidential and non-proprietary and need not be treated as such. You are responsible and liable for any User Ideas. You agree that by submitting User Ideas to Jamaica Tallawahs, including any concepts, know-how or ideas, you hereby transfer all rights in such User Ideas to Jamaica Tallawahs (and its successor's), without



payment or accounting to you or others. Jamaica Tallawahs is not obligated to review, evaluate, publish, or use any User Idea.</p>

16. Termination. Your right to access and use the Sites will remain effective until terminated in accordance with the Terms. Jamaica Tallawahs may delete, suspend, terminate or block your access to the Sites (all, a "termination"), with or without notice to you, at any time for any reason or for no reason, including without limitation, for violation or suspected violation of the Terms. For example, your access may be blocked without warning if Jamaica Tallawahs believes, in its sole discretion, that you are under 13 years of age or if you provide any information that is false or infringing on the right of another. Upon termination, your right to access and use the Sites and Materials will immediately cease. In addition to its termination rights, Jamaica Tallawahs also reserves the right to refuse service to anyone and to remove any content or Submissions for any reason whatsoever in its sole discretion, including without limitation, if Jamaica Tallawahs becomes aware that you are a convicted felon or sex offender.</p>

If Jamaica Tallawahs terminates and thereby causes your license to be revoked, you agree that Jamaica Tallawahs will not have any liability to you for any time spent by you accessing or using the Sites, and/or your Submissions, or for any other reason whatsoever. All provisions of the Terms that may reasonably be construed as surviving the termination of the Terms will survive any termination of the Terms.</p>

17. Disclaimers. THE SITES, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS OR SERVICES OBTAINED ON OR AVAILABLE THROUGH THE SITES, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, JAMAICA TALLAWAHS AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. JAMAICA TALLAWAHS AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITES, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE SITES, WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES (OR ANY PART THEREOF), THE SUBMISSIONS, THE SERVER(S) ON WHICH THE SITES ARE HOSTED, OR ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON THE SITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO OPINION, ADVICE OR STATEMENT OF JAMAICA TALLAWAHS OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITES, IN THE MATERIALS, OR OTHERWISE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. YOUR USE OF THE

SITES, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE SITES, ARE ENTIRELY AT YOUR OWN RISK. </p>

18. Limitation of Liability. NEITHER JAMAICA TALLAWAHS NOR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOST REVENUES OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITES, THE SUBMISSIONS, ANY LINKED SITES OR ANY CODE, MATERIALS, PRODUCT OR SERVICE LICENSED, ACCESSIBLE OR USABLE THROUGH THE SITES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITES, INCLUDING ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON THE SITES, SUBMISSIONS OR ANY LINKED SITES IS TO STOP USING THE SITES, THE SUBMISSIONS, MATERIALS, PRODUCTS, OR LINKED SITES, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO JAMAICA TALLAWAHS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO JAMAICA TALLAWAHS IN THE PRECEDING TWELVE (12) MONTHS, IF ANY, TO ACCESS OR USE THE SITES. YOU AGREE THAT THE DAMAGE EXCLUSIONS IN THESE TERMS OF USE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO COMMUNICATION OF ANY KIND BETWEEN YOU AND JAMAICA TALLAWAHS OR A REPRESENTATIVE OF JAMAICA TALLAWAHS CONSTITUTES A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER. MULTIPLE CLAIMS WILL NOT INCREASE THE MONETARY DAMAGES LIMIT STATED HEREIN.</p>

19. Indemnification. You agree to indemnify, defend and hold harmless Jamaica Tallawahs, its parents, subsidiaries, affiliates, licensors, suppliers, advertisers and sponsors, and its and their directors, officers, employees, consultants, agents and other representatives, from and against any and all claims, damages, losses, costs (including without limitation, reasonable attorneys' fees and expenses) and other expenses that arise directly or indirectly out of or from: (a) any allegation that any Submission or other information you post, submit to Jamaica Tallawahs or transmit to the Sites infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other right of any third party; (b) your breach or violation of the Terms, including the Codes, or any applicable laws or regulations; (c) your access to and use of the Sites, the Materials, or Submissions; (d) any viruses, spyware, or other similar harmful or intrusive program code posted, submitted or transmitted by you to the Sites or Jamaica Tallawahs; and/or (e) any claim that one of your postings, User Ideas or Submissions caused

damage to a third party, including without limitation, libel, defamation, loss of or harm to reputation or any other damage whatsoever.</p>

20. Questions. The Sites are provided by Jamaica Tallawahs. If you have any questions, comments or complaints regarding the Terms, the Sites or the Materials, please feel free to contact Jamaica Tallawahs at: [info@JamaicaTallawahs.com](mailto:info@JamaicaTallawahs.com) (with the subject line "Questions, Comments or Complaints").</p>

21. Notice for California Users. Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at California Department of Consumer Affairs, Consumer Information Center, 1625 North Market Boulevard, Suite N-112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 in order to resolve a complaint regarding the services or to receive further information regarding use of the service.</p>

You may have the Terms mailed to you electronically by sending a letter to Worldwide Sports Enterprise Address: 6400 N Andrews Ave, Suite 490 Fort Lauderdale, FL 33309, USA with your email address and including a written request for copies of the Terms.</p>

22. System Outages. Jamaica Tallawahs and its third-party providers periodically schedule system downtime for the Sites and the systems they are hosted on for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that Jamaica Tallawahs has no responsibility and is not liable for: (a) the unavailability of the Sites or Materials; (b) any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or non-delivery of data, transactions or any other information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Sites or Materials, any Internet service providers, or any Internet facility or network.</p>

23. Statute of Limitations. Any claim or cause of action arising out of or related to the Terms, use of the Sites, and/or your Submissions (collectively, "Disputes") must be filed within one year after such Dispute arose regardless of any statutes or law to the contrary. In the event any Dispute is not filed within such one-year period, such Dispute is forever barred.</p>

24. Choice of Law/Venue/Dispute Resolution. The Terms are governed by and construed in accordance with the laws of the State of Florida, without regards to its principles of conflicts of law that would require the application of the laws of another jurisdiction. All Disputes between you and Jamaica Tallawahs shall be resolved by arbitration as set forth below. **YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN A COURT OF LAW BEFORE A JUDGE OR JURY.**</p>

Any Disputes involving a claim of less than \$5,000 must be resolved exclusively through binding non-appearance-based arbitration. A party electing such arbitration shall initiate proceedings by filing an arbitration demand with the American Arbitration Association (AAA). The arbitration proceedings shall be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer-Related Disputes (see [www.adr.org](http://www.adr.org) for more information). In addition, you and Jamaica Tallawahs agree that the following rules shall apply to the arbitration proceedings: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.</p>

Any Disputes involving a claim for more than \$5,000 shall be submitted to final and binding arbitration pursuant to the substantive and procedural provisions of the Federal Arbitration Act ("FAA"). The arbitration shall be initiated and conducted according to the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer-Related Disputes (see [www.adr.org](http://www.adr.org) for more information), except as modified herein. The arbitration shall be conducted in New York, New York before a single, neutral arbitrator appointed in accordance with the arbitration rules cited herein, and whose decision will be final, except for a limited right to appeal under the FAA. The arbitrator shall have the authority to hear and grant motions to dismiss and/or motions for summary judgement, and shall issue written opinions resolving such motions, if submitted. The arbitrator will provide a detailed written statement of the final decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. If either party refuses to perform any or all of its obligations under the final arbitration award (following, appeal, if applicable) within thirty (30) days of such award being rendered, then the other party will have the right to enforce the final award in any court of competent jurisdiction in New York, New York. The party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including, without limitation, attorneys' fees. The parties shall use reasonable efforts to maintain the confidential nature of the arbitration proceeding.</p>

If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, Jamaica Tallawahs will pay all other AAA and arbitrator's fees and expenses.</p>

CLASS ACTION WAIVER – TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION OR DISPUTE UNDER THE TERMS SHALL BE JOINED TO ANY OTHER ARBITRATION OR DISPUTE, INCLUDING ANY ARBITRATION OR DISPUTE INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SITES, AND NO CLASS ACTION ARBITRATION PROCEEDINGS OR ANY PROCEEDINGS IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY SHALL BE PERMITTED.

PROCEEDINGS TO RESOLVE, ARBITRATE OR LITIGATE (IF APPLICABLE) A DISPUTE IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS.</p>

If a court of competent jurisdiction finds these arbitration provisions invalid or inapplicable, you agree to the exclusive jurisdiction of the Federal and State courts located in New York, New York, and you agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable claim or action.</p>

You explicitly agree that any claims or actions that you may otherwise have against Jamaica Tallawahs under the laws of any jurisdiction other than in the United States are hereby waived, including without limitation, any claims or actions under the laws of your own country, and that your sole location and applicable law for any disputes is in the United States according to the terms of this Section 24.</p>

25. Mobile Terms. The Sites and the Materials may include apps and/or versions designed for mobile content that may be viewed on mobile devices, including without limitation, phones and tablets (the "Mobile App"). To use the Mobile App, you must have a wireless mobile device with cellular or wireless service (with SMS (text messaging) capability) through a participating mobile service provider. You can subscribe to receive, from time to time, text messages from Jamaica Tallawahs. Any subscription SMS will include instructions for unsubscribing, which may vary depending on how you obtain access to the Sites. You agree that you are solely responsible for all message & data charges that you incur from your mobile service provider for your use of the Mobile App. Please contact your mobile service provider for pricing and details. Jamaica Tallawahs is not liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name and the date, time and content of your messages.</p>

If you are accessing the Mobile App through an app on an Apple iOS device (an "iOS Application"), (a) Jamaica Tallawahs grants you a non-transferable license to use the iOS Application on any iPad, iPhone or iPod touch, as applicable, that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service, and (b) these Terms are expressly between you and Jamaica Tallawahs only, and not with Apple, and Jamaica Tallawahs, not Apple, is solely responsible for the Mobile App and the content thereof, (c) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS Application, (d) in the event of any failure of the iOS Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iOS Application to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Jamaica Tallawahs' sole responsibility; (e) Jamaica Tallawahs, not Apple, is responsible for addressing any claims by you or any third party relating to the iOS Application or your possession and/or use of the iOS Application, including, but not limited to: (i) product

liability claims; (ii) any claim that the iOS Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; (f) in the event of any third party claim that the iOS Application or your possession and use of the iOS Application infringes that third party's intellectual property right, Jamaica Tallawahs not Apple, will be solely responsible for the investigation, defense, settlement and/or discharge of any such intellectual property infringement claim; and (g) if you use an iOS Application, then Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.</p>

If you are accessing the Mobile App through an app on an Android device, Google may, at any time and without notice, restrict, interrupt, or prevent use of the Mobile App, or delete the Mobile App from your Android device(s), or require Jamaica Tallawahs to do any of the foregoing, without entitling you to any refund, credit, or other compensation from Jamaica Tallawahs or any third party (including, but not limited to, Google or your network connectivity provider). Further, (a) Jamaica Tallawahs, and not Google, is solely responsible for the Mobile App and the license granted herein; Google has no obligation to provide maintenance and support for the Mobile App; (c) the Google Play marketplace is owned and operated by Google Inc., and your use of Google Play is governed by legal agreements between you and Google, not Jamaica Tallawahs; and (d) Google is not responsible for addressing, investigating, defending, settling, or discharging any claim brought by you or any third party for allegations relating to the Mobile App, or your possession and/or use of the Mobile App, including but not limited to: (i) consumer protection or similar legislation; (ii) any failure of the Mobile App to comply with applicable legal or regulatory requirements; or (iii) infringement of third party intellectual property rights.</p>

26. Notices. All notices required or permitted to be given under the Terms must be in writing and shall be given by personal delivery, registered or certified mail, or Federal Express or other nationally recognized courier service which regularly tracks its packages, to Jamaica Tallawahs, 3250 Greyhawk Ct., Carlsbad, CA, 92010 and if to you, to the e-mail and/or postal address associated with your Submission or which you have provided to Jamaica Tallawahs via any other section of the Sites or via email or regular mail. Notices, if personally delivered, shall be deemed to have been received on the date of delivery; if by registered or certified mail, on the third business day after mailing; if by Federal Express or e-mail, on the second business day after deposit with the service. You may not send any notices under this Section to Jamaica Tallawahs via e-mail.</p>

27. Miscellaneous. If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and Jamaica Tallawahs relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. The Terms are not assignable, transferable or sublicensable by you except with Jamaica Tallawahs' prior written consent. No waiver by either party of any breach or default

hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by the Terms. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. Jamaica Tallawahs' performance of the Terms is subject to existing laws and legal process, and nothing contained in the Terms is in derogation of Jamaica Tallawahs' right to comply with governmental, court, and law enforcement requests or requirements relating to your access and/or use of the Sites or the Materials, or information provided to or gathered by Jamaica Tallawahs with respect to such access and/or use. A printed version of the Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties agree that all correspondence relating to these Terms and any other Jamaica Tallawahs policies must be written in the English language.</p>