

## Terms of Use

**Last Updated: December 17, 2017**

By accessing or using the mobile application for Battle for Humanity, the websites battle4humanity.com and sfcg.org, any other mobile applications, websites and social media platforms owned or controlled by Us (as defined below) (each a "Property" and collectively the "Properties"), however accessed, you (sometimes referred to individually as "User" or collectively as "Users") agree to be bound by these terms of use ("Terms of Use"). The Properties are owned or controlled by Search for Common Ground ("Company" or "Us" or "We"). **These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Property.**

Company reserves the right to amend or update these Terms of Use at any time with or without notice to Users, and may also add new features or functionality to, or change or remove existing features or functionality from, the Property that will be subject to the Terms of Use. Any User who continues to use the Property after any changes are made will be deemed to have agreed to those changes.

**ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

### **Basic Terms and Rules of Conduct**

1. You must be at least 13 years old to use the Property.
2. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Property.
3. You may not participate in any activity that is in violation of any federal, state, or local law including Good Samaritan laws and regulations.
4. You are responsible for any activity that occurs in the real world and through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. Company prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to Company upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
5. You agree that you will not solicit, collect or use the login credentials of other Company Users.
6. You are responsible for keeping your password secret and secure.
7. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Property, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
8. You may not use the Property for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Property and your Content (defined below), including but not limited to, copyright laws.
9. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Property.
10. You must not change, modify, adapt or alter the Property or change, modify or alter another website so as to falsely imply that it is associated with the Property or Company.
11. You must not create or submit unwanted email, comments or other forms of commercial or harassing communications (a/k/a "spam") to any Company Users.
12. You must not use domain names or web URLs in your username without prior written consent from Company.
13. You must not interfere or disrupt the Property or servers or networks connected to the Property, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive

nature. You may not inject content or code or otherwise alter or interfere with the way any Company page is rendered or displayed in a user's browser or device.

14. You must comply with Company's Community Guidelines (as defined below)
15. You must not create accounts with the Property through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
16. You must not attempt to restrict another user from using or enjoying the Property and you must not encourage or facilitate violations of these Terms of Use or any other Company terms.
17. Violation of these Terms of Use may, in Company's sole discretion, result in termination of your Company account. You understand and agree that Company cannot and will not be responsible for the Content posted on the Property and you use the Property at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Company, we can stop providing all or part of the Property to you.

### **Company's Community Guidelines**

Battle for Humanity is a social movement and game where Users select missions that help them become heroes in real life. All Properties are designed with the goal of doing something to reduce hate, violence, or injustice. With that said, violating the "Company Community Guidelines" may result in deleted Content, disabled accounts or other restrictions as determined by Company in its sole discretion.

1. Share only Content you have the right to share.
2. Post Content appropriate for a diverse audience.
3. Participate in only events that you are physically and mentally capable of.
4. Foster meaningful and genuine interactions using the Property and in the real world.
5. Respect other Users.
6. Be thoughtful and considerate of others when posting newsworthy events.
7. Keep the community strong and report issues related to the Property so Company can determine whether to involve law enforcement or take other measures when Company determines there's risk of physical harm or threat to public safety.

### **General Conditions**

1. We reserve the right to modify or terminate the Property or your access to the Property for any reason, without notice, at any time, and without liability to you. You can request deactivation of your Company account by emailing us at [team@battle4humanity.com](mailto:team@battle4humanity.com). If we terminate your access to the Property or you request that we deactivate your account, your photos, comments, and all other data will no longer be accessible through your account (e.g., Users will not be able to navigate to your username and view your photos), but those materials and data may persist and appear within the Property (e.g., if your Content has been reshared by others).
2. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.
3. We reserve the right to refuse access to the Property to anyone for any reason at any time.
4. We reserve the right to force forfeiture of any username for any reason.
5. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use.
6. You are solely responsible for your interaction with other Users of the Property, whether online or offline. You agree that Company is not responsible or liable for the conduct of any user. Company reserves the right, but has no obligation, to monitor or become involved in disputes between you and other Users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.
7. There may be links from the Property, or from communications you receive from the Property, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Property. The Property also includes third-party content that we do not control, maintain or endorse. Functionality on the Property may also permit interactions between the Property and a third-party web site or feature, including applications that connect the Property or your profile on the Property with a third-party web site or feature. For example, the Property may include a feature that enables

you to share Content from the Property or your Content with a third party, which may be publicly posted on that third party's service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. Company does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that Company is in no way responsible or liable for any such third-party services or features. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. You may choose, at your sole and absolute discretion and risk, to use applications that connect the Property or your profile on the Property with a third-party Property (each, an "Application") and such Application may interact with, connect to or gather and/or pull information from and to your Property profile. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information, you are consenting to information about your profile on the Property being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Company has not itself provided such information; and (iii) your use of an Application is at your own option and risk, and you will hold the Company Parties (defined below) harmless for activity related to the Application.

8. You agree that you are responsible for all data charges you incur through use of the Property.
9. We prohibit crawling, scraping, caching or otherwise accessing any content on the Property via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with Company's express consent).

## **Rights**

1. Company does not claim ownership of any Content that you post on or through the Property. Instead, you hereby grant to Company a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Property, subject to the Property's Privacy Policy, available here [www.battle4humanity.com](http://www.battle4humanity.com).
2. Some of the Property is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that Company may place such advertising and promotions on the Property or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
3. You represent and warrant that: (i) you own the Content posted by you on or through the Property or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Content on or through the Property does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Property; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.
4. The Property contains content owned or licensed by Company ("Company Content"). Company Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Company, Company owns and retains all rights in the Company Content and the Property. You will not remove, alter or conceal any copyright, trademark, Property mark or other proprietary rights notices incorporated in or accompanying the Company Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Company Content.
5. The Company name and logo are trademarks of Company, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Company. In addition, all page headers, custom graphics, button icons and scripts are Property marks, trademarks and/or trade dress of Company, and may not be copied, imitated or used, in whole or in part, without prior written permission from Company.
6. Although it is Company's intention for the Property to be available as much as possible, there will be occasions when the Property may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Also, Company reserves the right to remove any Content from the Property for any reason, without prior notice. Content removed from the Property may continue to be stored by Company, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, Company encourages you to maintain your own backup of your Content. In other words,

Company is not a backup Property and you agree that you will not rely on the Property for the purposes of Content backup or storage. Company will not be liable to you for any modification, suspension, or discontinuation of the Properties, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

7. You agree that Company is not responsible for, and does not endorse, Content posted within the Property. Company does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content.
8. Except as otherwise described in the Property's Privacy Policy, as between you and Company, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Company is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place Company in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of Company, and Company will not be liable for any use or disclosure of any Content you provide.
9. It is Company's policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, Company does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that Company is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.
10. If the User uses the Property through the mobile application, User grants Company the right to use the processor, bandwidth, and storage hardware on User's device in order to facilitate the operation of the Property.

### **Feedback and Claims of Infringement**

1. Company welcomes any feedback Users have regarding the Property. Please be aware that any feedback Users provide shall be deemed non-confidential, and Company shall be free to use such information on an unrestricted basis.
2. If a User believes that any content appearing on the Property infringes the User's copyright rights, Company wants to hear from the User. Please forward the following information in writing at the address listed below:
  - a) The User's name, address, telephone number and e-mail address;
  - b) A description of the copyrighted work that the User claims has been infringed;
  - c) The exact description of each place where alleged infringing material is located;
  - d) A statement by the User that the User has a good faith belief that the disputed use has not been authorized by the User, its agent, or the law;
  - e) The User's electronic or physical signature or the electronic or physical signature of the person authorized to act on the User's behalf; and
  - f) A statement by the User made under penalty of perjury, that the information in the User's notice is accurate, that the User is the copyright owner or authorized to act on the copyright owner's behalf.

Please provide any feedback or claims of infringement to the following address: Attn: Legal - Battle for Humanity, 1601 Connecticut Ave NW Suite 200, Washington DC 20009.

### **Disclaimer of Warranties**

THE PROPERTY, INCLUDING, WITHOUT LIMITATION, COMPANY CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER COMPANY NOR ITS PARENT COMPANY NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE PROPERTY; (B) THE COMPANY CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO COMPANY OR VIA THE PROPERTY. IN ADDITION, THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE COMPANY PARTIES DO NOT REPRESENT OR WARRANT THAT THE PROPERTY WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PROPERTY OR THE SERVER THAT MAKES THE PROPERTY AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE COMPANY PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE PROPERTY IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE PROPERTY IS AT YOUR SOLE RISK. THE COMPANY PARTIES DO NOT WARRANT THAT YOUR USE OF THE PROPERTY IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE COMPANY 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 YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE PROPERTY YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE PROPERTY.

THE COMPANY PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

**Limitation of Liability; Waiver**

UNDER NO CIRCUMSTANCES WILL THE COMPANY 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: (A) THE PROPERTY; (B) THE COMPANY CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE PROPERTY; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE PROPERTY; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE PROPERTY'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, 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 COMPANY 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 PROPERTY). IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SOME OF THE EVENTS, ACTIVITIES OR ACTIONS TAKEN BY YOU WHETHER IN CONNECTION WITH THE PROPERTY OR OTHERWISE CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED THEREWITH EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION OR INACTION OR NEGLIGENCE OF COMPANY OR BY THE ACTION, IN ACTION OR NEGLIGENCE OF OTHERS. YOU EXPRESSLY AGREE THAT COMPANY DOES NOT ASSUME RESPONSIBILITY FOR THE SUPERVISION, PREPARATION, OR CONDUCT OF ANY ACTIVITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE COMPANY PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES.

BY ACCESSING THE PROPERTY, 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 OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

COMPANY IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

### **Indemnification**

You (and also any third party for whom you operate an account or activity on the Property) agree to defend (at Company's request), indemnify and hold the Company Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Property or those conducted on your behalf): (i) your Content or your access to or use of the Property; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) 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; or (v) any misrepresentation made by you. You will cooperate as fully required by Company in the defense of any claim. Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Company.

## **Arbitration**

You agree that all disputes between you and Company (whether or not such dispute involves a third party) with regard to your relationship with Company, including without limitation disputes related to these Terms of Use, your use of the Property, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Company hereby expressly waive trial by jury. You may bring claims only on your own behalf. Neither you nor Company will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Company is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Company or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Company.

### **Time Limitation on Claims**

You agree that any claim you may have arising out of or related to your relationship with Company must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

### **Governing Law & Venue**

These Terms of Use are governed by and construed in accordance with the laws of District of Columbia, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. For any action at law or in equity relating to the arbitration provision of these Terms of Use, you agree to resolve any dispute you have with Company exclusively in a state or federal court located in the City of Washington, and to submit to the personal jurisdiction of the courts located in the City of Washington for the purpose of litigating all such disputes.

If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Company's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. Company reserves the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with Company.

### **Entire Agreement**

If you are using the Property on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and Company and governs your use of the Property, superseding any prior agreements between you and Company. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company. Any purported assignment or delegation by you without the appropriate prior written consent of Company will be null and void. Company may assign these Terms of Use or any rights hereunder without your consent. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms of Use remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

### **Territorial Restrictions**

The information provided within the Property 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 Company to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Property or any portion of the Property, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, Property or other feature that Company provides.

Company's Property may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. User warrants that User is (1) not located in Cuba, Iran, North Korea, Sudan, or Syria; and (2) not a denied party as specified in the regulations listed above.

User agrees to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, User agrees that User shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Company under any agreement to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations. This export control clause shall survive termination or cancellation of these Terms of Use.

These Terms of Use were written in English (US). To the extent any translated version of these Terms of Use conflicts with the English version, the English version controls.