### TERMS OF USE

Effective: September 6th, 2018

1. <u>Contractual Relationship</u>. These Terms of Use ("Terms") govern your access or use of the applications, websites, content, products, and services (the "Services," as more fully defined below in Section 3) made available by Pack Leaders, Inc., doing business as "Pack Leaders ATL" ("Pack Leaders ATL") and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "Pack Leaders"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU and Pack Leaders ATL. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Pack Leaders ATL may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH PACK LEADERS ATL ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such supplemental terms will be disclosed to you in separate disclosures or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Pack Leaders ATL may amend the Terms from time to time. Amendments will be effective upon Pack Leaders ATL's posting of such updated Terms at this location or in the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended.

Pack Leaders ATL's collection and use of personal information in connection with the Services is described in Pack Leaders ATL's Privacy Policy.

2. <u>Arbitration Agreement</u>. By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Pack Leaders ATL on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against Pack Leaders ATL, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Pack Leaders ATL by someone else.

Agreement to Binding Arbitration Between You and Pack Leaders ATL

You and Pack Leaders ATL agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Pack Leaders ATL, and not in a court of law.

You acknowledge and agree that you and Pack Leaders ATL are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and Pack Leaders ATL otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective,

consolidated, or representative proceeding. However, you and Pack Leaders ATL each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

### Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") and the applicable AAA Rules (the "AAA Rules") then in effect.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Georgia.

#### **Process**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Georgia and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

## Location and Procedure

Unless you and Pack Leaders ATL otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Pack Leaders ATL submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

#### Arbitrator's Decision

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Pack Leaders ATL will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

# Severability and Survival

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

3. <u>The Services</u>. The Services comprise mobile applications and related services (each, an "Application"), which enable users to arrange and schedule services and/or to purchase certain goods, including with third-party providers of such services and goods ("Third-party Providers"). Unless otherwise agreed by Pack Leaders ATL in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

#### License

Subject to your compliance with these Terms, Pack Leaders ATL grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Pack Leaders ATL and Pack Leaders ATL's licensors.

You may not access the Services if you are a direct competitor of Pack Leaders ATL, except with Pack Leaders ATL's prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

#### Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Pack Leaders ATL; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

#### Provision of the Services

You acknowledge that portions of the Services may be made available under Pack Leaders ATL's various brands. You also acknowledge that the Services may be made available under

such brands or request options by or in connection with: (i) certain of Pack Leaders ATL's subsidiaries and affiliates; or (ii) independent Third-party Providers.

# Third-party Services and Content

The Services may be made available or accessed in connection with third-party services and content (including advertising) that Pack Leaders ATL does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Pack Leaders ATL does not endorse such third-party services and content and in no event shall Pack Leaders ATL be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

## Ownership

The Services and all rights therein are and shall remain Pack Leaders ATL's property or the property of Pack Leaders ATL's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Pack Leaders ATL's company names, logos, product and service names, trademarks or services marks or those of Pack Leaders ATL's licensors.

#### 4. Terms and conditions.

- (a) <u>Bookings</u> All service requests require a 24 hour notice for processing. All requests made within 24 hours are reviewed on a case to case basis, but we will do our best to accommodate. For the quickest processing within 24 hours, request services through our client portal/app. We currently service the Atlanta Midtown area and accept most service requests within a 2 mile radius. All potential clients who live outside the 2 mile radius must contact the Alpha Team (Management) for service requests.
- (b) <u>Business Hours/Holiday Surcharges</u> By agreeing to these Terms, you agree to a surcharge of \$5 for the following: walks outside of the business hours between 6:00 am 8:00 am and between 8:00 pm 11:30 pm. Walks from 11:30 pm 6:00 am are subject up to an additional surcharge and are only available by special request. All services on the following Holiday/Days are subject to a \$10 surcharge: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, the Super Bowl, Valentine's Day, Easter Weekend, Memorial Day, the 4th of July, Labor Day, Thanksgiving (day prior and day after), Christmas Eve and Christmas (or Friday, Saturday, and Sunday IF Christmas falls on a weekend date).
- (c) <u>Communication & Notifications</u>: You agree to contact Pack Leaders ATL through our Client Portal Number (404-445-4174), or our 3rd Party licensed Mobile App, Time to Pet, for any and all communications regarding potential services, confirmed services, activities and events, or information related to Pack Leaders ATL. Any communication or scheduling with a Pack Leader outside of our Client Portal/App cannot be considered as official communication with Pack Leaders ATL. Additionally, we are not responsible for any communications or statements made by a Pack Leader of Pack Leaders ATL outside of our Client Portal Number, Business Numbers, or Mobile app. A Service is only confirmed once it has been approved by Pack Leaders ATL's Alpha Team.
- (d) <u>Pack Leader Arrival Time</u> You agree and acknowledge that Pack Leaders ATL will have an additional 30 minutes from your scheduled walk time to arrive to your home. This allows for extra time for Pack Leaders ATL to finish prior walks, get through traffic, or handle any other situations that may arise before the start of a scheduled service.

## (e) Cancellation Policy -

(1) <u>Walks</u>: You can cancel any walk free of charge up to an hour before the scheduled time. Cancellations within an hour of the scheduled appointment time *may* be subject to a \$10 fee.

- (2) <u>Sittings, Overnight Stays, and Boardings</u>: Cancellations made 7 days or more before scheduled service will be free of charge. Cancellations made within 7 days of service are subject to a cancellation fee of 25% of the total service. Cancellations made within 24 hours are subject to a cancellation fee of 50% of the total service. Cancellations made after the service has begun are subject to the full service fee for the days already serviced and 50% of the remaining total services.
- (f) <u>Late Pick Up/Return</u> If you are late to pick up your pet from a sitting appointment, you may be billed for a Late Pick Up/Return charge. There is a 2 hour grace period starting at the scheduled end time for your services. Once the 2 hour grace period is over, you will be subject to a fee of the daily service cost. It is the Owner's responsibility to extend the stay in advance if they will be delayed.
- (g) <u>Pet Information</u> Clients are required to provide Pack Leaders ATL as much detailed information about the pet as possible. Pack Leaders ATL holds no responsibility for any harm or accident caused by the failure of a pet owner to disclose important information about a pet's behavioral tendencies, medical or special needs.
- (h) <u>Lost Pet Policy</u> Pack Leaders ATL does not assume any responsibility or liability for any animals that escape, become lost or injured, fatal or otherwise. In the best interest of pets, owners/clients, and our Pack Leaders ATL's personnel, Pack Leaders ATL is fully insured and bonded if Pack Leaders ATL is found to be at fault in the event any animals escape, become lost or injured, fatal or otherwise, and for claims of damaged or missing property. In this instance, it is the responsibility of the clients to provide documentation substantiating their claim. For claims of theft, damage, or missing property, Pack Leaders ATL may require a police report before engaging our insurance policy.
- (i) <u>Payments</u> Payments for Services are due on the date of first service. For recurring schedules, the balance for the week is due on Monday of that week. All unpaid invoices are automatically charged to the payment method on file every Friday. We reserve the right to deny service if the client does not have a payment method on file. We reserve the right to deny service if a client's account balance is overdue.
- (j) Home Access You, the client, are agreeing to allow Pack Leaders ATL and it's contractors ("Pack Leader(s)") to enter your home to perform services as scheduled. In the event that your originally scheduled Pack Leader needs to replaced, you are consenting to the right of Pack Leaders ATL and the designated Pack Leader to enter your home for the duration of the scheduled service. Pack Leaders ATL will notify you beforehand if such arrangement is necessary, and the scheduled service will be completed unless otherwise requested by the client.

### 5. Access and Use of the Services

### **User Accounts**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 16 years of age, or the age of legal majority in your jurisdiction (if different than 16), to obtain an Account, unless a

specific Service permits otherwise. Account registration requires you to submit to Pack Leaders ATL certain personal information, such as your name, address, email address, mobile phone number and age. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Pack Leaders ATL in writing, you may only possess one Account.

#### User Requirements and Conduct

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive Services from Third-party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third-party Provider or any other party. In certain instances, you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

### Text Messaging, Telephone Calls and Emails

You agree that Pack Leaders ATL may contact you by telephone, text messages or email (including by an automatic telephone dialing system) at any of the phone numbers or email addresses provided by you or on your behalf in connection with a Pack Leaders ATL account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from Pack Leaders ATL at any time by contacting Pack Leaders ATL. If you do not choose to opt out, Pack Leaders ATL may contact you as outlined in its Privacy Policy.

## Referrals and Promotional Codes

Pack Leaders ATL may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts on future Services and/or a Third-party Provider's services, or other features or benefits related to the Services and/or a Third-party Provider's services, subject to any additional terms that Pack Leaders ATL establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Pack Leaders ATL; (iii) may be disabled by Pack Leaders ATL at any time for any reason without liability to Pack Leaders ATL; (iv) may only be used pursuant to the specific terms that Pack Leaders ATL establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Pack Leaders ATL reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Pack Leaders ATL determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of Pack Leaders ATL's Terms.

#### **User Provided Content**

Pack Leaders ATL may, in Pack Leaders ATL's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Pack Leaders ATL through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for

competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Pack Leaders ATL, you grant Pack Leaders ATL a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Pack Leaders ATL's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Pack Leaders ATL the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Pack Leaders ATL's use of the User Content as permitted herein will infringe, misappropriate or violate a third-party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Pack Leaders ATL in its sole discretion, whether or not such material may be protected by law. Pack Leaders ATL may, but shall not be obligated to, review, monitor, or remove User Content, at Pack Leaders ATL's sole discretion and at any time and for any reason, without notice to you.

#### **Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Pack Leaders ATL does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## 6. <u>Disclaimers; Limitation of Liability; Indemnity</u>

#### DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." PACK LEADERS ATL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, PACK LEADERS ATL MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PACK LEADERS ATL DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### LIMITATION OF LIABILITY

PACK LEADERS ATL SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE,

AFFIRMATIVE, SOLE, OR CONCURRENT) OF PACK LEADERS ATL, EVEN IF PACK LEADERS ATL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PACK LEADERS ATL SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, EVEN IF PACK LEADERS ATL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PACK LEADERS ATL SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND PACK LEADERS ATL'S REASONABLE CONTROL.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT PACK LEADERS ATL HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICES PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, PACK LEADERS ATL'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON PACK LEADERS ATL'S CHOICE OF LAW PROVISION SET FORTH BELOW.

## Indemnity

You agree to indemnify and hold Pack Leaders ATL and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Pack Leaders ATL's use of your User Content; or (iv) your violation of the rights of any third-party, including Third-party Providers.

### 7. Other Provisions.

#### Choice of Law

These Terms are governed by and construed in accordance with the laws of the State of Georgia, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Georgians to assert claims under Georgia law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 2 of these Terms, are only intended to specify the use of Georgia law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending Georgia law to you if you do not otherwise reside in Georgia. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 2 or to any arbitrable disputes as defined therein. Instead, as described in Section 2, the Federal Arbitration Act shall apply to any such disputes.

### **Notice**

Pack Leaders ATL may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You

may give notice to Pack Leaders ATL, with such notice deemed given when received by Pack Leaders ATL.

#### General

You may not assign these Terms without Pack Leaders ATL's prior written approval. Pack Leaders ATL may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Pack Leaders ATL's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Pack Leaders ATL or any Third-party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Pack Leaders ATL's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Pack Leaders ATL in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.