

Terms Of Use

These terms of use are entered into by and between You and Yana Reznik Productions (“Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms”), govern your use and access to our services, programs, courses, and websites, including www.yanareznik.com and all subdomains thereof, and include any content, functionality, and services offered on or through such services, programs, courses, and websites (collectively, the “Service”), whether accessed as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Service. By using the Service, you accept and agree to be bound and abide by these Terms and our Privacy Policy, found at <https://yanareznik.com/privacy>, incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Service.

Please note: Section XIV of these Terms contains an arbitration clause and class action waiver that applies to all users. It affects how disputes with the Company are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

THIS SERVICE DOES NOT PROVIDE MEDICAL CARE. We do not provide medical advice, diagnosis, or treatment, nor are we a medical service provider. Content on the Service, which may include text, graphics, images, or other information produced by us or obtained from third party content providers, and other material contained on the Service, are for informational purposes only. Nothing on this Service is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read, seen, or heard on the Service. If you think you have a medical emergency, call your doctor or 911 immediately. We do not recommend or endorse any specific tests, products, procedures, opinions or other information or services that may be made available to you through the Service. Reliance on any information provided by us, or others appearing on the Service, or other visitors to the Service, is solely at your own risk.

- **Changes to the Terms of Use.** We may revise and update these Terms from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Service thereafter. Any changes to the dispute resolution provisions set out in Section XIV will not apply to any disputes for which the parties have actual notice (or to any claim that was filed) before the date the change is posted. If we make changes to these Terms, we will post the revised Terms on the Service and update the “Last Modified” date at the top of these Terms. We will also endeavor to send a notice to the email address that you provided to us in order to let you know about revisions. Your continued use of the Service following the posting of revised Terms or notification thereof by email means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any new or additional terms, as they are binding on you.
- **Requirements for Use of the Service.**
 - **Eligibility.** The Service is offered and available to users who are 18 years of age or older. By using this Service, you represent and warrant that you are of legal age to form a binding contract with us in your applicable jurisdiction. If you do not meet these requirements, you must not access or use the Service. The Service is not available to any users previously suspended or removed from the Service by us.

- Devices. Use of, and secure access to, the Service may require compatible devices, Internet access, and certain software (fees may apply). Your device may require periodic updates and your experience and ability to access the Service may be affected by the performance of these factors. The latest version of applicable software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.
- Availability of the Service. The Service, or any feature or part thereof, may not be available in all languages or in all countries and we make no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws. We reserve the right to withdraw or amend the Service, and any content or material we provide through the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.
- **Accounts.**
 - Registration. In order to use certain features of the Service, you may be required to create and register an account (“**Account**”). You must provide accurate, current, and complete information during the registration process and keep your Account up-to-date at all times. You are solely responsible for the confidentiality of your Account and password, as well as for its use and misuse. You must promptly inform us of any need to deactivate your Account, including if you become aware that your Account is compromised or being used without authorization. You will be liable for any and all activities conducted through your Account that, if undertaken by you, would be deemed a violation of these Terms. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, with or without providing a refund of amounts paid by you, including if, in our opinion, you have violated any provision of these Terms. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information.
 - Billing. If you create an Account that requires a subscription or other form of payment (“**Fees**”), we will automatically bill you from the date you open the account based on the plan you choose, and continue to bill you accordingly until cancellation. You are responsible for the timely payment of all Fees and for providing us with valid credit card or payment account details for payment of all Fees. If we are unable to successfully charge your credit card or payment account for Fees due, we reserve the right to revoke or restrict access to your Account, or terminate your Account. If you want to designate a different credit card or payment account or if there is a change in your credit card or payment account status, you must update your information; this may temporarily disrupt your access to the Service while we verify your new payment information. All Fees are payable in U.S. Dollars, unless otherwise specified. We may change the Fees for any Service (excluding pre-paid plans such as annual plans) but will give you advance notice of these changes via a message to the email address associated with your Account.
 - Taxes. You’re responsible for all applicable taxes, and we’ll charge taxes when required to do so.

- *No Refunds*. You may cancel your Account at any time. Unless we are required by law to provide a refund, in all instances whether to issue a refund is within our sole discretion.
- *International Use*. We operate the Service in the United States. If you choose to access our Service from locations outside the United States, you consent to the collection, transmission, use, storage and processing of content and data (including your personal information) in the United States. You also agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which you reside or access the Service, if and to the extent local laws are applicable to use of our Service. The right to access and use the Service is not granted in jurisdictions, if any, where such access and use may be prohibited or would render us in violation of any applicable laws or regulations, including without limitation, applicable privacy laws.
- **Proprietary Materials; Licenses.**
 - *Our Proprietary Rights*. The Service and its entire contents, features, technologies, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (collectively, "**Materials**") are owned by the Company, its affiliates, licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You acknowledge and agree that the Materials, including all associated intellectual property rights, are the exclusive property of the Company or its applicable affiliates, licensors, or authorizing third-parties. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Materials. All trademarks, service marks, logos, trade names, and any other source identifiers of the Company or its affiliates used on or in connection with the Service and the Materials are trademarks or registered trademarks of the Company or its affiliates in the United States and abroad. You must not use such marks without our prior written permission.
 - *Restrictions on Use of Materials*. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Materials, except as expressly permitted in these Terms, and as follows: (i) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (ii) you may store files that are automatically cached by your web browser for display enhancement purposes; (iii) if we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications; or (iv) if we provide social media features with certain content, you may take such actions as are enabled by such features. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by the Company, its affiliates, or its licensors, except for the licenses and rights expressly granted in these Terms.
 - *Limited License*. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access, view, and listen to any Materials made available on or through the Service and accessible to you, solely for your personal and non-commercial use. THE USE OF MATERIALS OR ANY PART OF THE SERVICE, EXCEPT FOR USE AS PERMITTED IN THESE TERMS, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND

MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

- **User Content and License Grant.**

- *User Content and Ownership.* Certain features on our Service may permit (a) the posting or publishing by you and other users of notes, questions, comments, ratings, reviews, images, videos and other audio-visual materials and communications (collectively, “**User Content**”). You understand that whether or not such User Content is published, we do not guarantee any confidentiality with respect to any submissions. Consistent with applicable law, as between us and you, you retain all ownership rights you have in any User Content you post or publish to the Service, and we do not claim any ownership rights in or to such User Content. You acknowledge that you are solely responsible for your User Content and the consequences of posting, creating, or publishing such User Content.
- *Representations and Warranties for User Content.* You represent and warrant that (i) you own or control all rights in and to all User Content that you make available on or through the Service or you have all rights, licenses, consents and releases that are necessary to grant to us rights in and to such User Content; (ii) all of your User Content does and will comply with these Terms; and (iii) neither the User Content nor your posting, uploading, streaming, publication, submission, or transmittal of the User Content or our use of the User Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You understand and acknowledge that you are responsible for any User Content that you submit or contribute, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- *Company Reservation of Rights in User Content.* We reserve the sole and exclusive right, in our sole discretion, to (i) remove or refuse to post any User Content for any or no reason; (ii) take any action with respect to any User Content that we deem necessary or appropriate, including if we believe that such User Content violates these Terms; (iii) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; or (iv) take appropriate legal action, including without limitation, referral to law enforcement. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Materials on or through the Service. You waive and hold harmless the Company and its affiliates, licensors, licensees, and service providers from any claims resulting from any action taken by any of the foregoing parties during, or taken as a consequence of, investigations by either such parties or law enforcement authorities. We have no obligation and do not undertake to review material before it is posted on the Service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user. We have no liability or responsibility to anyone for performance or nonperformance of the activities described herein
- *License Grant.* By posting, submitting, or distributing User Content on or through the Service, you hereby grant to us a worldwide, non-exclusive, transferable, sublicensable

(through multiple tiers), assignable, fully paid-up, royalty-free right and license to (a) host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, import, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed, to the extent consistent with applicable law). Such license is perpetual and irrevocable, except to the extent required to comply with applicable privacy laws relating to ownership and control of your personal information.

- **User Content Disclaimer.** You understand that when using the Service, you may be exposed to the User Content of others (“**Other User Content**”) from a variety of sources, and that we are not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such Other User Content. You further understand and acknowledge that you may be exposed to Other User Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto. We do not endorse any User Content or Other User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Content and Other User Content.
- **User Content Standards.** User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, you will not post, upload, stream, publish, submit, or transmit any User Content that:
 - contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, hateful, inflammatory, violent or threatening or promotes violence or actions that are threatening to any other person or animal, contrary to our standards, or otherwise objectionable.
 - promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, gender identity, religion, nationality, disability, sexual orientation, or age.
 - infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
 - violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms or our Privacy Policy.
 - is likely to deceive any person, promote any illegal activity, or advocate, promote, or assist any unlawful act, or cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
 - impersonates any person, or misrepresents your identity or affiliation with any person or organization.
 - involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
 - gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- **Digital Millennium Copyright Act.** We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Service infringe your copyright, you may request removal of those materials (or access to them) from the Service by submitting written

notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
 - Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a comprehensive representative list of such works.
 - Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
 - Adequate information by which we can contact you, including your name, postal address, telephone number, and, if available, email address.
 - A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
 - A statement that the information in the written notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. If you are unsure whether the material available online infringes your copyright, we suggest that you contact an attorney before sending us a notice.

Our designated copyright agent to receive DMCA Notices is:

Copyright Agent

c/o Yana Reznik Productions

Address 100 S Ellsworth, Ste 511, San Mateo, CA 94401

Email yana@yanareznik.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the Account or access of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

- **Prohibited Conduct.** You agree to use the Service only for purposes permitted by these Terms, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens our ability to provide the Service or other systems, or violates any of these Terms, we reserve the right to take all reasonable steps to protect the Service and its systems, which may include suspension or termination of your access to the Service and your Account, or any portion thereof, or taking legal action, all without notice to you. In connection with your use of the Service, you will not and will not assist or enable others to:
 - violate any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
 - breach or circumvent any agreements with third-parties, third-party rights, or our Terms.
 - exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
 - send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms.
 - transmit, or procure the sending of, any advertising or promotional material without our prior written consent including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

- impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing), or falsely claim that you have an affiliation with the Company, a Company employee, another user, or any other person or entity, or have been endorsed by the Company, a Company employee, another user, or any other person or entity.
- engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm us or users of the Service, or expose them to liability.
- use the Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Service, including their ability to engage in real time activities through the Service.
- use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the Materials on the Service.
- use any manual process to monitor or copy any of the Materials on the Service, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, or attack the Service, including via a denial-of-service attack or a distributed denial-of-service attack.
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service, or use any device, software, or routine that interferes with the proper working of the Service.
- copy, reproduce, modify, distribute, display, create derivative works of or transmit any Materials or other content on the Service or reverse engineer, decompile, tamper with or disassemble the technology used to provide the Service.
- violate, misappropriate, or infringe a third party's intellectual property or other right.
- otherwise attempt to interfere with the proper working of the Service.
- **Termination.**
 - *Voluntary Termination by You.* You may delete your Account or stop using the Service at any time. This action may be non-reversible and you may lose all, or some portion of, the data associated with your Account. Termination of your Account will not relieve you of any obligation that may have arisen prior to such termination, including the obligation to pay Fees.
 - *Termination by Company.* We reserve the right to terminate these Terms and your access to all or any part of the Service at any time and for any reason without prior notice or liability. Causes for such termination include where: (i) we believe in our sole discretion that you have violated these Terms or have otherwise engaged in any activities that may harm or damage the reputation, rights, or property of the Service, its users, or any other person, (ii) we believe in our sole discretion that you have violated applicable laws, regulations, or third party rights, or participated in fraudulent or illegal activities, (iii) we believe in our sole discretion that such action is reasonably necessary to protect the personal safety or property of the Company, its users, or third parties, (iv) you request that we cancel or terminate your Account; (v) we receive a request or order from law enforcement, a judicial body, or other government agency; (vi) provision of the Service to you is or may become unlawful; or (vii) unexpected technical or security issues or problems occur. Any such termination or suspension will be made by us in our sole

discretion and we will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account or access to the Service.

- ***Effect of Termination.*** Upon termination of your Account, you may lose all access to the Service or any portions thereof, including, but not limited to, your Account and data. Additionally, after a period of time, we may in our discretion delete information and data stored in or as a part of your Account.
- **Third-Party Materials.** Certain components or features of the Service may include materials from third parties and hyperlinks to other websites, resources, or content ("**Third-Party Content**"). Such Third-Party Content may be subject to different terms and conditions and privacy practices. The Company, which has no control over such Third-Party Content, is not responsible or liable for the availability or accuracy of such Third-Party Content, or the content, products, or services available from such Third-Party Content. Links to Third-Party Content are not an endorsement by us of such Third-Party Content. You acknowledge and agree that we will not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use or reliance upon any Third-Party Content. ACCESS AND USE OF THIRD-PARTY MATERIALS IS SOLELY AT YOUR OWN RISK.
- **Indemnification.** You agree, to the fullest extent permissible under applicable laws, to indemnify, defend, and hold harmless the Company, and its parent, successors, affiliated companies, affiliates, contractors, officers, directors, employees, agents, and its third-party suppliers, licensors, and partners (the "**Company Parties**") from and against all losses, damages, liabilities, demands, judgments, settlements, costs and expenses of any kind (including legal fees and expenses), from any claim or demand made by any third-party arising out of or relating to (i) your access to, use, or misuse of the Service; (ii) your breach or alleged breach of these Terms, or any violation of the Terms; (iii) any breach of the representations, warranties, and covenants made herein, whether by you or by any third party; (iv) your failure to comply with applicable laws (including any failure to obtain or provide any necessary consent or notice); (v) the infringement by you or any third-party using your Account of any intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or (vi) your breach or alleged breach of any interaction, agreement, right, or policy between you and any other users. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of the Company. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. This provision will survive these Terms and your use of the Service.
- **Disclaimer of Warranties.**
 - ***NO WARRANTIES.*** THE SERVICE, AND ALL DATA, INFORMATION, SOFTWARE, MATERIALS, CONTENT (WHETHER OWNED OR LICENSED), USER CONTENT, OTHER USER CONTENT, REFERENCE SITES, SERVICE, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE (THE "**OFFERINGS**"), ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY PARTIES AS DEFINED ABOVE DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AVAILABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION,

WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

- **CONTENT**. THE COMPANY, AND THE COMPANY PARTIES AS DEFINED ABOVE, DO NOT WARRANT THAT THE SERVICE OR ANY DATA, USER CONTENT, OTHER USER CONTENT, MATERIALS, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SERVICE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. THE COMPANY, AND THE COMPANY PARTIES, MAKE NO REPRESENTATION OR WARRANTY THAT (1) THE OFFERINGS WILL (A) MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE TO YOUR LIKING, OR (B) WILL BE TIMELY, SECURE, ACCURATE, FREE FROM ERRORS OR LOSS, OR UNINTERRUPTED, (2) THE SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (3) ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME FEATURES MAY BE NEW OR EXPERIMENTAL AND MAY NOT HAVE BEEN TESTED IN ANY MANNER.
- **HARM TO YOUR COMPUTER**. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, MATERIALS, SOFTWARE, OR DATA THROUGH THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.
- **LIMITATIONS BY APPLICABLE LAW**. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.
- **Limitation of Liabilities**
 - **LIMITATION** OF LIABILITY. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL THE COMPANY OR THE COMPANY PARTIES AS DEFINED ABOVE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) EVEN IF THE COMPANY OR THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR RELATING TO (i) THE TERMS; (ii) YOUR USE OF (OR INABILITY TO USE) THE SERVICE OR OFFERINGS, OR (iii) ANY OTHER INTERACTIONS WITH US OR ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE SERVICE OR OFFERINGS, INCLUDING OTHER USERS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
 - **LIMITATION OF DAMAGES**. IN NO EVENT WILL THE COMPANY'S OR THE COMPANY PARTIES' AS DEFINED ABOVE TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE SERVICE OR YOUR INTERACTION WITH OTHER USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU TO THE COMPANY, IF ANY, FOR ACCESSING THE SERVICE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

- **BASIS OF THE BARGAIN.** YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY HAS OFFERED THE SERVICE AND ENTERED INTO THE TERMS IN RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE COMPANY, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY. THE COMPANY WOULD NOT BE ABLE TO PROVIDE THE SERVICE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.
- **Governing Law.** All matters relating to the Service and these Terms will be governed by and construed in accordance with the internal laws of the State of California, United States, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- **Arbitration; Waiver of Class Action and Jury Trial.**
 - **Generally.** In order to expedite and control the cost of disputes, the Company and you agree that any legal or equitable claim, dispute, action, or proceeding arising from or related to your use of the Service or these Terms (“**Dispute**”) will be resolved as follows to the fullest extent permitted by law.
 - **Notice of Dispute.** In the event of a Dispute, you or the Company must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a “**Notice of Dispute**”). You must send any Notice of Dispute by first class mail to Yana Reznik, 100 S Ellsworth, Ste 511, San Mateo, CA 94401 and also via e-mail to yana@yanareznik.com. We will send any Notice of Dispute to you by first class mail to your address if we have it, or otherwise to your email address. You and the Company will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or the Company may commence arbitration.
 - **Binding Arbitration.** Any Dispute which has not been resolved by negotiation as provided herein within sixty (60) days or such time period as you and the Company may otherwise agree, will be finally resolved by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all Disputes in court before a judge or jury. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final. The place of arbitration will be San Mateo County, California. The arbitrator’s decision will be written and binding on the parties and any court with jurisdiction over the parties may enforce the arbitrator's award.
 - **Arbitration Procedure.** Any arbitration will be conducted by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules in effect at the time such arbitration is initiated. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. To the extent the forum provided by AAA is unavailable, the Company and you agree to select a mutually agreeable alternative dispute resolution service and that such alternative dispute resolution service will apply the AAA Rules. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief to you only individually, and only to the extent required to satisfy your individual claim. The arbitrator has the power to award attorney’s fees and costs to the prevailing party, which will be part of the arbitration award. The arbitrator’s

decision will be written and binding on the parties and may be entered in any court of competent jurisdiction.

- **Class Action Waiver.** The parties agree that (i) no arbitration proceeding hereunder, whether a consumer dispute or a business dispute, may be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other purchasers, or potential purchasers or persons similarly situated, and (ii) no arbitration proceeding hereunder may be consolidated with, or joined in any way with, any other proceeding. THE PARTIES AGREE TO ARBITRATE ANY DISPUTE ON AN INDIVIDUAL BASIS AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any proceeding arising out of or relating to these Terms or any document incorporating these Terms or the transactions contemplated hereby.
- **Venue.** In the event that any Dispute cannot be resolved by binding arbitration in accordance with this Section, you agree that such Dispute will be filed only in the state or federal courts in and for San Mateo County, California, and each of you and the Company hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purpose of litigating any such action. Notwithstanding this, the Company will still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.
- **Amendment.** Notwithstanding any provision in the Terms to the contrary, the parties agree that if we make any amendment to this arbitration agreement, that amendment will not apply to any claim that was filed prior to the effective date of the amendment or of which the parties had actual notice before the effective date of the amendment. The amendment will apply to all other disputes or claims governed by our arbitration agreement that have arisen or may arise between you and us. If you do not agree to these amended terms, you may terminate your Account within thirty (30) days of the posting or notification of the amended terms, and you will not be bound by the amended terms pertaining to arbitration.
- **Feedback.** We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Service, and requests for technical support or other communications relating to the Service (“**Feedback**”). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, fully paid-up, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.
- **General Provisions.** No waiver by the Company of any right, term, or condition set out in these Terms will be deemed a further or continuing waiver of such right, term, or condition or a waiver of any other term or condition, and any delay or failure of the Company to assert a right or provision under these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is held by a tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. These Terms and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service. These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. You may not assign, transfer, or delegate these Terms or your

rights and obligations hereunder without the Company's prior written consent. The Company may without restriction assign, transfer, or delegate these Terms and any rights and obligations hereunder, at its sole discretion.