

FOX Ad Solutions Terms of Use Agreement (the “Agreement”)

September 28, 2020

Description of Company Services and Acceptance of Terms of Use Including Arbitration of Disputes

Welcome to the FOX Ad Solutions website (the “Site”), which is operated by Foxcorp Holdings LLC (“Company,” “we” or “us”). This Agreement applies to this business-to-business and advertising-related Site, other content and services that are linked to this Agreement, and any other features, content, offered from time to time by Company (collectively, the “Company Services”). Company is based in the United States and the Company Services are hosted in the United States.

Company furnishes the Company Services for your professional use subject to and in accordance with this Agreement. By visiting the Site (whether or not you are a registered user) or using the Company Services or Company Materials, you accept and agree to be bound by this Agreement, including any future modifications, and to abide by all applicable laws, rules and regulations (“Applicable Law”). Please read through this Agreement carefully. Company may modify this Agreement at any time, and each such modification will be effective upon posting on the Site. All material modifications will apply prospectively only. Your continued use of Company Services following any modification of this Agreement constitutes your acceptance of and agreement to be bound by the Agreement, as modified. It is therefore important that you review this Agreement regularly. If you do not agree to be bound by this Agreement and to abide by all Applicable Law, you must discontinue use of the Company Services immediately.

Your access to and/or use of certain Company Services may require you to accept additional terms and conditions applicable to such Company Services, in addition to this Agreement, and may require you to download software or additional information, guidelines and/or terms and conditions. In the event of a conflict or inconsistency between any such additional terms and this Agreement, such additional terms will prevail.

PLEASE NOTE THAT THE “ARBITRATION AGREEMENT” SECTION BELOW CONTAINS PROVISIONS THAT REQUIRE (i) WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING BETWEEN YOU AND COMPANY UNDER THIS AGREEMENT TO BE RESOLVED IN BINDING ARBITRATION, AND NOT IN COURT, AND (ii) YOU AND COMPANY WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. PLEASE CLICK [HERE](#) TO REVIEW THE ARBITRATION AGREEMENT. BY USING THIS SITE OR COMPANY SERVICES AND ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE ARBITRATION AGREEMENT. PLEASE READ IT CAREFULLY.

Registration and Security

You take full responsibility for your use of the Company Services. As a condition of using certain features of the Site, you are required to register on the Site and provide information, as well as

provide a username and password, to us or to an independent third party service provider selected by, but not affiliated with, Company. Your registration is subject to Company's approval. All registration information you submit to create an account on the Site must be accurate and kept up to date. Your failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your account and access to the Site, as well as termination of any license to use Company Material. You may not (i) select or use as a username a name of another person with the intent to impersonate that person; or (ii) use as a username a name subject to any rights of another person without appropriate authorization. Company reserves the right to refuse registration of, or cancel, a username, in its sole discretion. It is your responsibility to notify us of any changes in such information, including but not limited to your contact information.

You are responsible for maintaining the confidentiality of your password and are responsible for all use of your account. It is therefore critical that you do not share your password with anyone. You agree not to use the account, username, email address or password of another user of the Site at any time and not to allow any other person to use your account. You agree to sign out of your account each time you conclude a visit to the Site. Your account is not transferable. You agree to notify Company immediately if you suspect any unauthorized use of, or access to, your account or password.

Access

The Site is intended solely for your professional use. Company may change, suspend or discontinue the Site (or any feature thereof), Company Services and/or Company Material at any time. Company may also impose limits on certain features and services offered on the Site or restrict your access to parts or all of the Site or Company Materials without notice or liability. You acknowledge that from time to time the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company.

Termination

Unless terminated by Company in its sole discretion, this Agreement remains in full force and effect while you use the Site or Company Services. You may terminate your account on the Site at any time, for any reason, by emailing the Company at FOXPortfolio@fox.com Subject: Terminate Fox Ad Solutions Account. Company may terminate your account and/or access to the Site and/or Company Materials at any time, for any or no reason, with or without prior notice or explanation, and shall have no liability to you for such termination. Even after your user account or access to the Site is terminated by you or by Company, this Agreement will remain in effect with respect to your past and future use of the Site or Company Services. Any rights to your account terminate upon your death.

Limited Content License

The Company Materials are offered for your professional use only. The Company Services contain information, text, files, images, videos, sounds, musical works, works of authorship, product names, company names, trade names, logos, designs, and any other materials or content (collectively, "Material") of Company, its licensors, or assignors ("Company Material"). Material contained in the Company Services is protected by copyright, trademark, patent, trade secret and other laws and, as between you and Company, Company, its licensors, or its assignors, own and retain all rights in and to the Company Material. Company hereby grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Company Material (excluding any software code) solely for professional purposes authorized by Company in connection with potential advertising opportunities. Except as provided in this Agreement or as explicitly allowed on the Company Services, you may not copy, download, stream, capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, frame or deep-link, make available, or otherwise use any Material contained in the Company Services.

Except as explicitly and expressly permitted by Company or by the limited license set forth above, you are strictly prohibited from creating works or materials (including but not limited to fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards, montages, mash-ups and similar videos, greeting cards and unlicensed merchandise) that derive from or are based on the Company Material. This prohibition applies regardless of whether such derivative works or materials are sold, bartered or given away. Also, you may not either directly or through the use of any device, software, internet site, web-based service or other means, remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notice marked on Company Material contained in the Company Services or any digital rights management mechanism, device, or other content protection, copy control or access control measure associated with Company Material contained in the Company Services, including geo-filtering mechanisms. Except as necessary in order to make reference to Company, its products and services in a purely descriptive capacity, you are expressly prohibited from using any Company Material in any manner.

You may not, without the Company's written permission, "mirror" any Company Material contained on the Site or any other server. You may not use the Site for any purpose that is unlawful or prohibited by the Agreement. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site, or interfere with any other party's use and enjoyment of the Site. You may not attempt to gain unauthorized access to the Site through hacking, password mining or any other means. Company reserves the right, in its sole discretion, to terminate your access to the Site, or any portion thereof, at any time, for any reason or for no reason at all, without prior notice or any notice.

Restrictions on Use of Company Services

You understand that you are responsible for all material that you provide, post, upload, transmit, email or otherwise make available on the Site or on, through or in connection with the

Company Services (collectively, "User Content"). Additionally, you acknowledge that you have no expectation of privacy in or confidentiality with respect to your User Content. Accordingly, please choose User Content carefully.

You acknowledge the Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this Agreement, including but not limited to, terminating their user account and/or reporting such User Content, conduct, or activity to law enforcement authorities.

You acknowledge, consent and agree that Company may access, preserve or disclose information you provide on the Site, including User Content and your account registration information, including when Company has a good faith belief that such access, preservation or disclosure is necessary in order to: (i) protect, enforce, or defend the legal rights, privacy, safety, or property of Company, our parents, subsidiaries or affiliates ("Company Affiliates"), licensors, assignors or each of their employees, agents and contractors (including enforcement of this Agreement or our other agreements); (ii) protect the safety, privacy, and security of users of the Company Services or members of the public including in urgent circumstances; (iii) protect against infringement, fraud or for risk management purposes; (iv) comply with the law or legal process; or (v) respond to requests from public and government authorities. If Company sells all or part of its business or makes a sale or transfer of its assets or is otherwise involved in a merger or transfer of all or a material part of its business, Company may transfer your information (or any part thereof) to the party or parties involved in the transaction as part of that transaction.

Removal of Material that Infringes Copyrights

Company respects the intellectual property of others and requires that our users do the same. Company has a policy that provides for the termination in appropriate circumstances of subscribers and account holders of Company Services who are repeat infringers. Company also reserves the right to remove or disable access to any transmission of Material that infringes the copyright of any person under the laws of the United States upon receipt of a notice that substantially complies with the requirements of 17 U.S.C. § 512(c)(3) as set forth above.

If you believe material on Company Services infringes your copyright.

If you believe that any material residing on or linked to from Company Services infringes your copyright, you must send Company's designated Copyright Agent a written notification of claimed infringement that contains substantially all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Company Services (such as the URL(s) of the claimed infringing material); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a

statement by you that the above information in your notification is accurate and a statement by you, made under penalty of perjury, that you are the owner of an exclusive right that is allegedly infringed or are authorized to act on the owner's behalf; and (f) your physical or electronic signature. Company's Copyright Agent for notification of claimed infringement can be reached at:

Foxcorp Holdings LLC
Copyright Agent
foxdmca@fox.com
2121 Avenue of the Stars, Suite 900
Los Angeles, California 90067
Phone: 310-369-3921

If you posted material to Company Service that was removed due to notice by a copyright owner.

If you posted material to Company Services that Company removed due to a notice of claimed infringement from a copyright owner, Company will take reasonable steps promptly to notify you that the material has been removed or disabled. This notice may be by means of a general notice on the Site or by written or electronic communication to such address(es) you have provided to Company, if any. You may provide counter-notification in response to such notice in a written communication that includes substantially all of the following: (i) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (ii) a statement by you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iii) your name, address, telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Company may be found, and that you will accept service of process from the person who provided notification requesting the removal or disabling of access to the material or such person's agent; and (iv) your physical or electronic signature.

Please note that, under 17 U.S.C. §512(f), any person who knowingly makes material misrepresentations in a notification of claimed infringement or any counter-notification may be liable for damages.

Third Party Links and Services

The Company Services may provide, or third parties may provide, links to other websites, applications, resources or other services created by third parties ("Third Party Services"). When you engage with a provider of a Third Party Service, you are interacting with the third party, not with Company. If you choose to use a Third Party Service and share information with it, the provider of the Third Party Service may use and share your data in accordance with its privacy policy and your privacy settings on such Third Party Service. Company encourages you not to provide any personally information to or through any Third Party Service unless you know and

are comfortable with the party with whom you are interacting. In addition, the provider of the Third Party Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Company is not responsible for and makes no warranties, express or implied, as to the Third Party Services or the providers of such Third Party Services (including, but not limited to, the accuracy or completeness of the information provided by such Third Party Service or the privacy practices thereof). Inclusion of any Third Party Service or a link thereto on the Company Services does not imply approval or endorsement of the Third Party Service. Company is not responsible for the content or practices of any websites other than the Site, even if the website links to the Site and even if it is operated by a Company Affiliate or a company otherwise connected with the Site. By using the Company Services, you acknowledge and agree that Company is not responsible or liable to you for any content or other materials hosted and served from any website other than the Site. When you access Third Party Services, you do so at your own risk.

Privacy

Use of the Company Services is also governed by our **Privacy Policy**, which is incorporated into and is a part of this Agreement by this reference.

Disclaimers

THE COMPANY SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND COMPANY DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF OR CONTINUOUS AVAILABILITY OF THE COMPANY SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FOR A COURSE OF PERFORMANCE OR COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY MAKES NO WARRANTY THAT YOUR USE OF THE COMPANY SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS TO THE COMPANY SERVICES WILL BE CORRECTED, THAT THE COMPANY SERVICES OR THE SERVERS ON WHICH THEY ARE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY INFORMATION OBTAINED BY YOU ON, THROUGH OR IN CONNECTION WITH THE COMPANY SERVICES OR THIRD PARTY SERVICES (INCLUDING, BUT NOT LIMITED TO, THROUGH USER CONTENT OR THIRD PARTY ADVERTISEMENTS) WILL BE ACCURATE, RELIABLE, TIMELY OR COMPLETE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY WILL **NOT** BE RESPONSIBLE FOR ANY LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) RESULTING FROM USE OF THE COMPANY SERVICES, PROBLEMS OR TECHNICAL MALFUNCTION IN CONNECTION WITH USE OF THE COMPANY SERVICES, ATTENDANCE AT A COMPANY EVENT, ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH THE COMPANY SERVICES, ANY USER CONTENT, ANY THIRD PARTY ADVERTISEMENT OR THIRD PARTY SERVICE TRANSMITTED ON, THROUGH OR IN CONNECTION WITH THE COMPANY SERVICES, OR THE CONDUCT OF ANY USERS OF THE COMPANY SERVICES, WHETHER ONLINE OR OFFLINE. YOUR USE OF USER CONTENT, THIRD PARTY ADVERTISEMENTS, THIRD PARTY SERVICES AND THE

GOODS OR SERVICES PROVIDED BY ANY THIRD PARTIES IS SOLELY YOUR RESPONSIBILITY AND AT YOUR OWN RISK.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE COMPANY SERVICES, AND ANY INFORMATION TRANSMITTED OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ASSUME RESPONSIBILITY, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, FOR THE ENTIRE COST OF ANY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY OR RECOVERY OR RECONSTRUCTION OF LOST DATA NECESSITATED BY YOUR USE OF THE COMPANY SERVICES.

Limitation on Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE TERM OF YOUR USE OF THE COMPANY SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OTHER THAN THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE TERM OF YOUR USE OF THE COMPANY SERVICES, INCLUDING ANY OTHER GENERAL, DIRECT, INDIRECT, COMPENSATORY, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, AND INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE COMPANY SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES YOU INCUR ARISING OUT OF COMPANY'S ACTS OR OMISSIONS OR YOUR USE OF THE SITE OR THE COMPANY SERVICES ARE NOT IRREPARABLE AND ARE INSUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING THE AVAILABILITY OF OR ANY PERSON'S ABILITY TO ACCESS ANY PORTION OF SITE.COM OR THE COMPANY SERVICES.

THE LIMITATIONS IN THIS SECTION APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

United States Jurisdiction

Company provides the Company Services in the United States of America. Company does not represent that the Company Material or the Company Services are appropriate (or, in some cases, available) for use in other locations. If you use the Site or the Company Services from a jurisdiction other than the United States, you agree that you do so of your own initiative, and you are responsible for complying with local laws as applicable to your use of the Site and/or the Company Services.

Not all Company Services are available worldwide or nationwide, and Company makes no representation that you will be able to obtain any Company Services in any particular jurisdiction, either within or outside of the United States.

U.S. Export Controls

Software that may be available in connection with the Company Services is further subject to United States export controls. No such software may be downloaded from the Company Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using such software is at your sole risk.

Arbitration Agreement And Class Action Waiver

(1) Company, including its Company Affiliates, agents, employees, predecessors in interest, successors, and assigns, and you agree that any Dispute (as defined herein) between you and Company, regarding any aspect of your relationship with Company, will be resolved in a binding, confidential, individual and fair arbitration process, and not in court. **Each of you and Company agrees to give up the right to sue in court.**

(2) The term “Dispute” is to be given the broadest possible meaning that will be enforced, and shall include any dispute, claim, demand, count, cause of action, or controversy between you and Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term “Dispute” specifically includes, but is not limited to, any disputes, actions, claims, or controversies between you and the Company that arise from or in any way relate to or concern any Content, products or services provided by Company including but not limited to the Company Services (as defined above), this Arbitration Agreement, any other aspect of these Terms of Use (including their applicability and their conformance to applicable law), any billing disputes, and any disputes relating to telephonic, text message, or any other communications either of us received from the other. The only exceptions to this Arbitration Agreement are that (i) each of you and Company retains the right to sue in small claims court and (ii) each of you and Company may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights. Disputes over whether these exceptions apply shall be resolved by the court in which such action has been brought; all other disputes over arbitrability shall be resolved by the arbitrator.

(3) **Each of you and Company also agrees to give up the ability to seek to represent, in a class action or otherwise, anyone but each of you and Company** (see paragraph 9 below).

(4) There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator must follow this Arbitration Agreement. The arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages); provided that they are recoverable under these Terms of Use.

(5) These Terms of Use evidence a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive termination of the Terms of Use.

(6) Any arbitration between you and Company will be conducted by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules"), as modified by this agreement to arbitrate. The arbitration shall be conducted by a single, neutral arbitrator, and if you and Company cannot agree on who that single arbitrator will be, the arbitrator will be appointed pursuant to the JAMS Rules, with the participation and involvement of Company and you pursuant to JAMS Rule 12. The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/>. The Consumer Arbitration Minimum Standards are available at <https://www.jamsadr.com/consumer-minimum-standards/>. The arbitrator is bound by these Terms of Use.

(7) If either you or Company wish to arbitrate a claim, you or Company must first send by mail to the other a written Notice of Dispute ("Notice") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Company Services to which the Notice relates, and the relief requested. Your Notice to the Company must be sent by mail to: Arbitration Notice of Dispute, 2121 Avenue of the Stars, 7th Floor, Los Angeles, California, 90067. Company will send any Notice to you at the contact information we have for you or that you provide. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after you or we send a Notice to the other, you and we may try to reach a settlement of the Dispute.

(8) If you and we do not resolve the Dispute within 45 days, either you or we may initiate arbitration in accordance with the JAMS Rules. Further instructions on submitting a Demand for Arbitration may be found at [http://www.jamsadr.com/files/Uploads/Documents/JAMS Arbitration Demand.pdf](http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf). In addition to filing this Demand for Arbitration with JAMS in accordance with its rules and procedures, you must send a copy of this completed Demand for Arbitration to the Company at the address listed above to which you sent your Notice of Dispute.

(9) You and the Company acknowledge and agree to abide by the following rules for arbitration:

(a) YOU AND COMPANY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING, AND THE ARBITRATOR SHALL HAVE NO POWER TO AWARD CLASS-WIDE RELIEF; (b) Company will pay arbitration costs as required by the JAMS Consumer Arbitration Minimum Standards and consistent with paragraph 6 below; (c) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law and these Terms of Use; and (d) each side pays his, her or its own attorneys' fees, except as otherwise provided in paragraph 10 below.

(10) JAMS charges filing and other fees to conduct arbitrations. Ordinarily, the claimant has to pay the filing fee to initiate arbitration, but if you wish to commence an arbitration against Company, you and the Company acknowledge and agree to abide by the following:

- If you are seeking to recover less than \$10,000 (inclusive of attorneys' fees), Company will pay the filing fee on your behalf or reimburse your payment of it.
- If you are seeking to recover \$10,000 or more, you will have to pay the filing fee charged by JAMS, but Company will reimburse the filing fee if you prevail on all claims decided upon by the arbitrator.
- Company and you agree that, if the claims to be arbitrated total less than \$10,000 (inclusive of attorneys' fees), the claim ordinarily should be decided on written submissions only, without a telephonic or in-person hearing. Company will not request a hearing for any claims totaling less than \$10,000. This provision shall not be construed by the arbitrator to deprive you of any rights you may have to a telephonic or in-person hearing in your hometown area pursuant to the JAMS Rules.
- Company and you agree that, if the claims to be arbitrated total \$10,000 or more, the arbitration will occur in a manner and place consistent with the JAMS Rules.

(11) Regardless of how the arbitration proceeds, each of you and Company shall cooperate in good faith in the exchange of non-privileged documents and information as necessary in accordance with the JAMS Rules, and the arbitrator shall issue a reasoned written decision sufficient to explain his or her findings and conclusions.

(12) Each of you and Company may incur attorneys' fees during the arbitration. Each side agrees to pay his, her or its own attorneys' fees unless the claim(s) at issue permit the prevailing party to be paid its attorneys' fees, and in such instance, the fees awarded shall be determined by the applicable law(s). In addition to whatever rights you may have to recover your attorneys' fees under applicable law, if you prevail in the arbitration, and if Company failed to make a settlement offer to you before the arbitration or the amount you win is at least 25% greater than Company's highest settlement offer, then Company will pay your reasonable attorneys' fees in addition to the amount the arbitrator awarded. If Company wins the arbitration, you will be responsible for your own attorneys' fees. In addition, if the arbitrator, at the request of the winning party, finds that the losing party brought a claim or asserted a defense frivolously or for an improper purpose, then regardless of the amount in dispute, the arbitrator must order the losing party to pay both sides' arbitration fees and may order the losing party to pay the winning party's reasonable attorneys' fees, unless such an award of fees is prohibited by applicable law.

(13) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief, only to the extent necessary to provide relief warranted by that party's individual claim, only as permitted by applicable law, and only to the extent that declaratory and injunctive relief are permitted by these Terms of Use. The arbitrator shall have no authority to award punitive, exemplary, multiplied or consequential damages or any other relief not allowed under this Arbitration Agreement. The arbitrator also may not order Company to pay any monies to or take any actions with respect to persons other than you, unless Company explicitly consents in advance, after an arbitrator is selected, to permit the arbitrator to enter such an order. Further,

unless Company expressly agrees, the arbitrator may not consolidate other persons' claims with yours, and may not otherwise preside over any form of a representative, multi-claimant or class proceeding.

(14) You and Company agree to maintain the confidential nature of the arbitration proceeding and shall not disclose the fact of the arbitration, any documents exchanged as part of any mediation, proceedings of the arbitration, the arbitrator's decision and the existence or amount of any award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, an order confirming the award, or unless otherwise required by law or court order. In keeping with the confidential nature of the arbitration, You and Company agree that an order confirming award is only necessary if the obligations of the award have not been performed. Therefore, before taking any steps to confirm the arbitration award, the party seeking confirmation of the award must give the other party notice of its intention to confirm the award. If the party who would be the respondent in any such confirmation proceeding performs its obligation under the terms of the arbitration award within 15 business days of such notice, the party who gave notice of its intent to confirm the award shall not seek to confirm or otherwise enforce the award.

(15) With the exception of subpart (a) in paragraph (9) (*i.e.*, the waiver of the ability to proceed on behalf of multiple claimants or a purported class), if any part of this Arbitration Agreement is deemed invalid, unenforceable, or illegal, then the balance of this Arbitration Agreement shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained. If, however, subpart (a) in paragraph (9) is found invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, but the rest of these Terms, including the provisions governing where actions against Company must be pursued, the choice of governing law, and our mutual waiver of the right to a trial by jury, will remain in effect and apply to any claim that, for this or any other reason, proceeds in court rather than in arbitration.

Governing Law

The Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law provisions.

Except with respect to Disputes to be resolved through an arbitration process in accordance with the Arbitration Agreement contained above, you and Company agree to submit to the exclusive jurisdiction of the courts located in New York, New York to resolve any Dispute arising out of the Agreement or the Company Services. YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SITE OR THE COMPANY SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ACCRUES. AFTER SUCH PERIOD, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

Indemnity

You agree to indemnify and hold Company, its Company Affiliates, licensors and assignors, subcontractors and other partners, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of or in connection with your misuse of the Site or the Company Services (including, without, limitation, any use of your account, whether or not authorized by you), your breach of this Agreement, your violation of any rights of another or any Content that you Transmit through the Company Services.

Unsolicited Submissions

Company does not knowingly accept, via the Company Services or otherwise, unsolicited submissions including, without limitation, submissions by you of blog ideas, articles, scripts, story lines, fan fiction, characters, drawings, information, suggestions, proposals, ideas or concepts. Company requests that you do not make any unsolicited submissions. Any similarity between an unsolicited submission and any elements in any Company or Affiliated Company creative work including, without limitation, a film, series, story, title or concept would be purely coincidental. If you do send any submissions to Company via the Company Services that are unsolicited (including but not limited to any Forum), however, you agree that (i) your unsolicited submissions are not being made in confidence or trust and that by making such submissions no contractual or fiduciary relationship is created between you and Company; (ii) any such unsolicited submissions and copyright become the property of and will be owned by Company (and are not User Content licensed by you to Company under "Your Proprietary Rights in and License to Your User Content") and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as Company sees fit; (iii) you are not entitled to any compensation, credit or notice whatsoever in connection with such submissions; and (iv) by sending an unsolicited submission you waive the right to make any claim against Company or Company Affiliates relating to any unsolicited submissions by you, including, without limitation, unfair competition, breach of implied contract or breach of confidentiality.

Other

The failure of Company to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The Section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. Except as otherwise expressly provided herein, If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed

severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

You agree that any notices the Company may be required by Applicable Law to send to you will be effective upon Company's sending an e-mail message to the e-mail address you have on file with Company or publishing such notices on the informational page(s) of the Site.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or your use of the Company Services. A printed version of this Agreement and of any notice related to it shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other business documents and records originally generated and maintained in printed form.

Nothing contained in this Agreement limits Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Company Services or information provided to or gathered by us in connection with such use.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.