

These Terms are inclusive of the SHABBA Privacy Policy, the rules ("Rules") applicable to a game of trivia (as defined below) the referral program rules (as defined below) and any and all other applicable SHABBA operations and conditions or documents that may be published from hereafter, which are expressly incorporated herein by reference (collectively, the "Agreement").  
**Last Updated: July 28, 2019**

**NOTICE: THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, INDEMNIFICATION PROVISIONS, A BINDING ARBITRATION AGREEMENT AND WAIVERS OF CLASS ACTION AND JURY TRIAL. PLEASE SEE SECTION 11 AND SECTION 12 OF THESE TERMS FOR SUCH PROVISIONS. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.**

## **1. CONTACT US**

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Please send any questions or comments regarding the SHABBA Offerings, or any other related matter to: (a) by mail to: SHABBA LLC, 420 Union St, Westfield, MA, 01085; (b) by email to: shabbatrivia@gmail.com. Please print these Terms for your records. If you are viewing these Terms via your mobile device, you may access and print these Terms in their entirety at [www.shabbatrivia.com](http://www.shabbatrivia.com)

## **2. YOUR CONSENT TO THE AGREEMENT; MODIFICATION**

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You agree to the terms and conditions contained in the Agreement, in their entirety, when you: (a) access and/or use the SHABBA website located at [www.shabbatrivia.com](http://www.shabbatrivia.com) (the "Site"); (b) download, attempt to download and/or use our SHABBA mobile application (the "App") and associated Software (as defined below), as made available on the iPhone®, iPad® and iPod Touch® and other mobile devices, where and to the extent available (collectively, "Mobile Devices") by and through the Apple® App Store, the Google Play® store (where/when available) and other applicable venues (collectively, "Download Venues"); (c) otherwise affirmatively consent to these Terms and/or the Agreement; and/or (d) start or accept any specific SHABBA game (the "Games"). The Site and App provide users with: (i) access to certain text, images, video, audio and other content and information relating to SHABBA (as defined below) (collectively, "Content"); (ii) the ability to register as an end-user of the App ("User"), which provides you with access to the SHABBA trivia and other information; (iii) access to the referral program, that will enable Users to receive certain referral bonuses ("Referral Program"); and (iv) access to links to the SHABBA social media pages/accounts appearing on third-party social media websites (collectively, "Social Media Pages"), such as Facebook®, Instagram® and Twitter® (collectively, "Social Media Websites,"). The SHABBA Offerings, including the App, website, and any other digital or physical product and information, (hereinafter, "the Offerings") are owned by SHABBA LLC ("Company," "we," "our" or "us"). These Terms are effective as of the date set forth above. Please print the Agreement for your records. A printed version of the Agreement will be valid, enforceable, and admissible in judicial

or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as a paper agreement that you sign manually. Violations of the Agreement may result in suspension or termination of your Account or forfeiture of Rewards (or "Prizes" as those terms are defined below) and disqualification from Games.

We may amend the Agreement from time to time in our sole discretion, without specific notice to our Users; provided, however, that: (a) any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, "Dispute Resolution Provisions") shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions ("Billing Provisions") shall not apply to any charges incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site and by and through the App, and Users should review the Agreement in its entirety prior to using any of SHABBA Offerings. By a User's continued use of any SHABBA Offerings, that User hereby agrees to comply with all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the Dispute Resolution Provisions and/or Billing Provisions then in effect at the time of the subject dispute or incurred charges, as applicable).

Apple®, Apple Play®, iTunes®, iPhone®, iPad® and iPod Touch® are registered trademarks of Apple, Inc. ("Apple"). Google Play® are registered trademarks of Google, Inc. ("Google"). Facebook® and Instagram® are registered trademarks of Facebook, Inc. ("Facebook"). Twitter® is a registered trademark of Twitter, Inc. ("Twitter"). Square® and Cash App® are registered trademarks of Square, Inc. ("Square"). Please be advised that the Company is not in any way affiliated with Apple, Facebook, Google, Twitter, or Square, and the SHABBA Offerings are not endorsed, administered or sponsored by any of the foregoing entities.

### **3. REQUIREMENTS; NECESSARY EQUIPMENT; DATA CHARGES**

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The SHABBA Offerings are available only to individuals that: (a) are legal residents of, and that physically reside in, the United States (with restrictions applying to residents of Puerto Rico, non-Eligible States (as defined below) and where otherwise prohibited by law) (collectively, the "Restricted Territories"); (b) are at least: (i) eighteen (18) years of age, except for those individuals located in: (A) Alabama and Nebraska, who must be nineteen (19) years of age; and (B) Massachusetts, who must be at least twenty-one (21) years of age, at the time that they access SHABBA; or (ii) the age of majority in their respective jurisdiction at the time of entry, if the age of majority is greater than eighteen (18) years of age in that jurisdiction; (c) can enter into legally binding contracts under applicable law; (d) are not an employee of Company, our affiliates, partners or consultants, nor a member of any such employee's immediate family (nor living in such employee's household); and (e) do not have access to any Company information and/or systems in a way that creates, or could create, an unfair advantage in any Game

(collectively, "Eligibility Requirements"). If you do not satisfy all of the Eligibility Requirements, you may not access the SHABBA.

WITHOUT LIMITING THE FOREGOING, AND WITHOUT EXCEPTION, ALL PROSPECTIVE USERS ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ENSURING THAT PARTICIPATION IN A GAME IS NOT PROHIBITED BY ANY LAW APPLICABLE TO THAT USER'S RESIDENT JURISDICTION.

You shall be responsible, at all times, for ensuring that you have an Internet connection, computer/mobile device, mobile telephone number, up-to-date Internet browser versions, a functioning e-mail account, applicable software, applicable hardware and/or other equipment necessary to access the SHABBA Offerings. Company does not guarantee the quality, speed or availability of the Internet connection associated with your mobile device and/or computer. Company does not guarantee that the SHABBA Offerings can be accessed: (i) on all Mobile Devices; (ii) through all wireless service plans; (iii) in connection with all Internet browsers; and/or (iv) in all geographical areas. Standard messaging, data and wireless access fees may apply to your use of the App and other SHABBA Offerings. You are fully responsible for all such charges and Company has no liability or responsibility to you, whatsoever, for any such charges billed by your wireless carrier.

In addition to the foregoing, individuals are not permitted to access the SHABBA Offerings with a "Jail-Broken Mobile Device." For purposes of the Agreement, a Jail-Broken Mobile Device is a Mobile Device that runs: (A) Apple's® iOS operating system (including the iPhone®, iPod touch®, iPad® and second-generation Apple TV®) that has had any of its iOS-based software restrictions removed via any procedure that is not fully endorsed and authorized by Apple®

#### 4. GAMES & GAME RULES

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**Game of Skill.** The Games are contests of skill between and among registered Users ("Participants"). This means that the results of each Game are determined by the knowledge of the Participants and their ability to answer certain trivia questions ("Questions") accurately in the shortest amount of time.

**Game Rules.** Each Game shall be subject to the applicable Game Rules, and may include certain specific terms, conditions and restrictions including, without limitation: (a) the minimum/maximum number of Participants; (b) the applicable entry fee ("Entry Fee"), Prize amount, and number of winners; (c) the applicable Game duration; and (d) whether the Game incorporates a Leaderboard (as defined below).

**Software.** To play a Game, you will first be required to download and install certain proprietary software, including the App (together with the content included therein, any associated documentation, and any application program interfaces, license keys, and patches, updates, upgrades, improvements, enhancements, fixes and revised versions of any of the foregoing, collectively the "Software").

**Prizes.** The rewards are monetary and will be awarded by crediting the winner's SHABBA Account within a reasonable time after completion of the applicable Game. Bonus Rewards will also be given upon signing up and/or completion of the Referral process

**How to Enter.** In order to enter a Game, you must download the App and set up an Account. Once you have established an Account, you can enter any free Games made available by Company, as well as Games that require an Entry Fee to participate. In order to play an Entry Fee Game, the User must be sure to have the necessary funds in their Account.

**Eligibility.** US residents of the following states, who are also physically located in the following states, who otherwise meet all of the Eligibility Requirements, are eligible to play Games: Alabama, Alaska, California, Colorado, Connecticut, Georgia, Hawaii, Idaho, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Mississippi, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Rhode Island, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin and Wyoming (collectively, the "Eligible States"). We track and collect geo-location information from your Mobile Device to verify eligibility, and you must allow the App to access your location, including by enabling and keeping location services running on your Mobile Device, in order to be eligible to participate in Games. If you would like to opt out of having this information tracked and collected, you can disable location access through the settings menu on your Mobile Device, but you will not be eligible to play Games or receive Prizes if we cannot verify your location. Each time you log in and participate in a Game, you are certifying that you are located in one of the Eligible States.

**How to Play.** A Game consists of multiple choice Questions that must be answered quickly and correctly to receive the next question. If an incorrect answer is given, there will be a time delay before trying again.

**How to Win.** Each Game consists of a number of Questions on a given subject matter. The winners are determined by completing the Questions faster than eighty percent (80%) of the registered players in the same Game. The User must answer the questions correctly to move on to the next question, but will not be eliminated if answering incorrectly, but face a five (5) second penalty before answering again. Upon winning and finishing in the top twenty percent (20%) the User will be awarded their Prize, which will be double of what they picked as their eligible Entry Fee. Award of the Prize(s) will be subject to receipt of verification of eligibility, proof of compliance with the Agreement, publicity release (where applicable) and tax forms. No substitutions or transfers of Prizes are allowed. Winners may be required to furnish additional information, including an affidavit of eligibility and Social Security information, in order to be eligible to receive a Prize. Failure to provide such information when requested may result in a forfeiture of Prizes.

**Cancellation.** Games are subject to cancellation by us at any time prior to the start of the Game and during play due to any event beyond our control. Entry Fees for Games that we cancel will be refunded to Participant Accounts.

## **5. REGISTRATION; TERMINATION OF ACCOUNTS; SELF-EXCLUSION FROM GAMES AND MONTHLY CAPS**

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In order to open an account ("Account") and utilize certain of the SHABBA Offerings (including the App), prospective Users will be required to register and may need additional information. The information that Users need to supply is a correlating phone numbers and the creation of a username. Additional information that may be necessary for submission without limitation: (a) the User's full name; (b) the User's user name and password; (c) the User's e-mail address; (d) the User's billing address; (e) the User's date of birth; (f) the User's telephone number; (g) the User's credit and/or debit card information (where that is the preferred Payment Method, as defined below); (h) any other information requested by the Company on the applicable Form (collectively, "User Registration Data").

Each User agrees to provide true, accurate, current and complete Registration Data, as necessary, in order to maintain it in up to date and accurate fashion. Company may reject a User's Form and/or terminate a User's Account at any time and for any reason, in its sole discretion.

As part of the registration process, Users will be provided with, or must select, a user name. If the user name that a User requests is not available, that User will be asked to supply another user name. If Company provides a User with a user name, that User can change that user name, or the one that the User selected during registration, at any time through her/his Account settings. We may, in our sole discretion, reject, change, suspend and/or terminate any user name. Profanity, obscenities, or the use of **\*\*asterisks\*\*** or other "masking" characters to disguise such words, is not permitted. Impersonating other Users is prohibited. Each User agrees to notify Company of any known or suspected unauthorized use(s) of her/his Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of her/his user name. Each User shall be responsible for maintaining the confidentiality of her/his user name and Account. Each User agrees to accept responsibility for all activities that occur through use of her/his user name and Account, including any charges incurred therethrough. Any fraudulent, abusive or otherwise illegal activity engaged in by any User, or any entity or person with access to that User's user name and/or Account may be grounds for termination of that User's Account, in Company's sole discretion, and that User may be reported to appropriate law enforcement agencies.

Users should set personal limits regarding Funds Added to ensure that they are engaging in responsible Game-playing behavior.

If, at any point, a User becomes concerned about the amount of money spent in Games, she/he should cease further participation in Games. In addition, that User can contact us (using the methods set forth in the "Contact Us" section above) and request to be self-excluded.

Once a User self-excludes, we will begin the process to block her/his Account. Finally, the Company reserves the right to exclude a User in Company's sole discretion if Company determines there is a reasonable risk that the User is not using the Games responsibly and that User refuses to self-restrict or self-exclude.

## **6. ACCOUNT & BILLING PROVISIONS**

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**Deposits & Withdrawals.** Your Account balance will be monitored and will be adjusted to reflect any Entry Fees paid, any Prizes deposited, or money withdrawn. You can make new deposits to your Account at any time using a credit or debit card. By providing us with a Payment Method, you: (a) represent that you are authorized to use the Payment Method that you provided and that any payment information you provide is true and accurate; and (b) authorize us to charge you for requested deposits using your Payment Method. You must promptly notify us of any changes to the credit and/or debit card account number associated with your Payment Method, its expiration date and/or billing address, or if that credit or debit card expires or is canceled for any reason. We may impose dollar amount limitations on the credit card and/or debit card transactions that you use to fund your Account. Any attempt to defraud through the use of any Payment Method, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, will result in immediate termination of your Account, forfeiture of Prizes and pursuit of civil litigation and/or criminal prosecution. Withdrawals can be initiated through the App, User must have a Cash App account to receive their earnings. The minimum amount for a withdrawal request is ten dollars (\$10.00) ("Withdrawal Threshold"), and you will be unable to withdraw funds unless your Account balance is equal to or exceeds ten dollars (\$10.00) (excluding un-played Bonus Money (as defined below). All withdrawals will be transacted through the app Cash App by Square. Once a withdrawal made, User will receive funds in their Cash App account from SHABBA official Cash App account. Processing of withdrawal requests may take up to five (5) business days, or up to ninety (90) business days in the case of suspected fraud or other abuses of the App. We may, but shall have no obligation to, impose limitations on the net dollar amount you may lose or win in any calendar month (with or without notice to you). If your losses or wins reach the designated limit, your participation in subsequent Games may be restricted until the beginning of the next calendar month. We reserve the right to change these dollar amount limitations at any time in our sole and absolute discretion.

**Payments in Error.** If you receive a Prize payment in error, we may reverse or require return of that payment. You agree to cooperate with us in our efforts to do this. We may also reduce Prize payments to you without notice to adjust for any previous overpayment. You must pay for all reasonable costs we incur to collect any past due amounts including, without limitation, reasonable attorneys' fees and other legal fees and costs. If we make an error in underpaying a Prize/overcharging for an Entry Fee, you must tell us as soon as you become aware of the error. We will then promptly investigate the underpayment/charge. If we identify a billing error, we will correct that error within ninety (90) days. Refunds of Entry Fees will not be made, except as expressly provided herein, as required by applicable payment system rules, or where prohibited by Applicable Law (as defined below).

**Fees and Charges.** The Entry Fee for Games will be charged to your Account. Charges will appear on your Payment Method statement through the identifier "SHABBA LLC." The Entry Fees and Prize amounts are quoted in U.S. Dollars and are payable in U.S. Dollars. Subject to the conditions set forth herein, you agree to be bound by the Billing Provisions of Company in effect at any given time. Upon reasonable prior written notice to you (with e-mail sufficing), Company reserves the right to change its Billing Provisions whenever necessary, in its sole discretion. Continued participation in the Games after receipt of such notice shall constitute

consent to any and all such changes; provided, however, that any amendment or modification to the Billing Provisions shall not apply to any charges incurred prior to the applicable amendment or modification. Company's authorization to bill for Account deposits and Entry Fees is obtained by way of your electronic signature. Once an electronic signature is submitted, the electronic order constitutes an electronic letter of agency. Company's reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1999 and 2000, respectively. Both laws specifically preempt all state laws that recognize only paper and handwritten signatures.

**Extra Rewards.** From time to time, the Company may give money or run promotions which may entitle Participants to receive "Extra Rewards". Extra Rewards includes the Welcome Gift of two (2) dollars as well as money earned through the "Referral Program" and the "SHABBA Streak". Extra Reward money is not withdrawable and may only be used to pay Entry Fees for Games. The applicable portion of the Extra Reward that is available for use in connection with each Entry Fee is subject to the published Extra Reward terms applicable at the time the money was earned. The Company may provide other Extra Reward options in its sole discretion. Please note that Extra Money has no monetary or other value outside of its use for Entry Fees in subsequent Games, and cannot be exchanged for cash, products and/or merchandise.

**Referral Program and SHABBA Streak Bonus.** The Company includes the Referral Program and SHABBA Streak Bonus as a way to earn money in addition to the Games. Only where Company makes the Referral Program available, in its sole discretion, from time-to-time, the Company may make Extra Rewards, as well as cash and/or merchandise, available to Users who participate in the Referral Program and successfully refer the App to prospective Users. In order to earn money from the Referral Program, the User must invite players into the app using their unique code. The referred User must complete ten (10) Games (Games require Entry Fee, discluding the Free to Play Games); upon completion the initial User that referred will receive the Reward in their Account. The SHABBA Streak Bonus is available to participants that play every Entry Fee Game in a single night (discluding Games without Entry Fees). Upon completion of all consecutive Games in a night, the User will receive the Reward in their Account.

**Publicity Release.** Other than for residents of Tennessee and whether otherwise prohibited by law, by registering for an Account, you allow us to publicly display your username, profile picture, and Game records, and to use this information for any purpose. Other than for residents of Tennessee and whether otherwise prohibited by law, you further consent to our printing, publication, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or any biographical information that you submit to us for our own promotional, marketing or related business purposes, without compensation to you. Game winners may be required to sign separate publicity releases.

**Tax Liability.** Prize winners will be solely responsible for any tax liability associated with the applicable Prizes. We may send you an IRS Form W-9 and 1099-MISC or other appropriate form, if your total net winnings in any calendar year equals or exceeds Six Hundred Dollars (\$600.00). Depending on the state in which you reside, we may also send you additional federal or state tax forms. Without limiting the foregoing, we may withhold from your existing Account

balance and/or from future Prizes any amount required to be withheld by Applicable Law, including amounts due in connection with your failure to complete relevant tax documentation, but you remain solely responsible for paying all federal, state and other taxes in accordance with all Applicable Law.

**Cancellation of Your Account.** You may cancel your Account at any time and for any reason by requesting a closure of your Account. The subject line for such Account closure should read Re: Account Closure. Upon cancellation or termination of your Account for any reason, you must immediately cease all use of the SHABBA Offerings and uninstall and delete all copies of the App and associated Software. Upon cancellation or termination of your Account for any reason, all license and rights granted to you under the Agreement automatically terminate. All terms and conditions contained in the Agreement that are unrelated to SHABBA Offerings including, without limitation, disclaimers, limits of liability, dispute resolution, indemnity, copyright notice, and your obligation to pay any amounts due hereunder, will survive any cancellation or termination of your Account. Company will retain pertinent Account and Participant information for as long as required by law.

**Closing of Accounts/Forfeiture of Funds.** If you close your Account, we will return the funds in your Account; provided, however, that we may freeze your Account and/or delay a request for withdrawal of funds pending completion of any investigation of reported or suspected abuse, verification of eligibility, or to comply with Applicable Laws. If we unilaterally close or terminate your Account for cause as permitted under the Agreement, funds in your Account may be forfeited and not returned to you.

## 7. THE APP

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**Installation.** Company believes in providing Users with clear, concise and complete disclosure before Users download and install the App, including a description of the primary functions of the App. The App requires User consent prior to installation. Company does not believe that Users should be deceived into downloading or installing the App. In order to download the App, as made available on the iOS® mobile platforms, you must either utilize the options made available: (a) on the Site; or (b) via participating Download Venues.

**Uninstall.** The App can be completely uninstalled in a straightforward manner and without requiring undue effort or skill, in most cases by using the traditional "add/remove" programs function contained within your Mobile Device. Please be advised that in some instances, you may be required to restart your Mobile Device before all remnants of the App are completely uninstalled and removed from your Mobile Device. If you experience any problems installing and/or uninstalling the App, please contact us (using the methods set in the "Contact Us" section above).

### **THE APP IS NOT SPYWARE OR ADWARE. THE APP WILL NOT DELIVER ADVERTISEMENTS TO YOUR MOBILE DEVICE.**

**Download Venues.** The Agreement is entered into between you and Company, and not with the applicable Download Venue that you use to access the App. As between Company and any participating Download Venue, Company is solely responsible for the App. No Download Venue



has any obligation to furnish any maintenance and/or support services with respect to the App. The Download Venues are third-party owned and operated websites. Use of those stores shall be governed by the applicable venue's agreements, terms and conditions. Company does not control the Download Venues or any of the actions, policies or decisions made by the operators of those stores. Because you accessed the App from the Apple® Store, then you agree to use the App only: (i) on an Apple®-branded product or device that runs iOS (Apple's® proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple® Store Terms of Service, as applicable.

**Remote Access, Updates & Bug Fixes.** Company reserves the right (but is not obligated) to add additional features or functions to the existing App, and to provide technical support including bug fixes, error corrections, patches, new releases or any other component not specified within these Terms, from time to time. When installed on a User's Mobile Device, the App periodically communicates with Company servers. Company may require the updating of the App residing on a User's Mobile Device when Company releases a new version of the App, or when Company makes new features available. The aforementioned technical support and/or updates may occur automatically without prior notice through remote access to your Mobile Device, or upon prior notice to the User and may occur all at once or over multiple sessions, in Company's sole and absolute discretion. By downloading the App, you hereby consent to this remote access and these update/technical support services. Our access to your Mobile Device will be limited to providing support and/or updating the App. Where we are denied access for these purposes, your ability to participate in Games and utilize other SHABBA Offerings may be limited. Each User understands that we may require that User's review and acceptance of our then-current Agreement before that User will be permitted to use any subsequent versions of the App. Each User acknowledges and agrees that Company has no obligation to make any subsequent versions of the App available to that User, or to provide bug fixes, error corrections, patches, new releases or any other component not specified within the Agreement.

**Third-Party Software.** ANY THIRD-PARTY SOFTWARE, AS WELL AS ANY THIRD-PARTY PROVIDED PLUG-INS, THAT MAY BE PROVIDED WITH THE APP ARE MADE AVAILABLE FOR USE AT EACH USER'S SOLE OPTION AND RISK. IF A USER CHOOSES TO USE SUCH THIRD-PARTY SOFTWARE, THEN SUCH USE SHALL BE GOVERNED BY SUCH THIRD-PARTY'S LICENSING AGREEMENT(S), TERMS AND CONDITIONS AND PRIVACY PRACTICES. COMPANY IS NOT RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE AND SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY USER'S USE OF, OR INABILITY TO USE, THIRD-PARTY SOFTWARE.

**App License Grant/Termination.** Subject to the restrictions set forth in the Agreement, we grant to you a personal, nonexclusive, limited, non-transferable, non-assignable, non-sublicensable, limited license to install and run the App and related Software, in object code format only, on one (1) Mobile Device owned or controlled by you, solely for the purpose of accessing and using the SHABBA Offerings in accordance with the Agreement, and solely for so long as your Account is in good standing. You acknowledge that you are receiving licensed rights only. The licenses set forth in this Section 6 shall be in effect unless and until this license is terminated by Company. Company may terminate the licenses set forth in this Section and/or disable, remove or change the App and/or any portion thereof in its sole discretion at any time,

with or without notice, by remote updates or otherwise. In addition, this license will terminate immediately with respect to a User if that User fails to comply with any term or condition of the Agreement. Each User agrees upon expiration or termination of this license to immediately un-install the App. You may not network the App and/or Software among multiple Mobile Devices. You may not directly or indirectly, or authorize any person or entity to: (a) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the App, Software and/or their structural framework; (b) create derivative works of the App and/or Software; (c) use the App and/or Software in whole or in part for any purpose except as expressly provided herein; or (d) disable or circumvent any access control or related device, process or procedure established with respect to the App and/or Software. You acknowledge that you have access to sufficient information such that you do not need to reverse engineer the App and/or Software in any way to permit other products or information to interoperate with the App and/or Software. You are responsible for all use of the App and/or Software that is under your possession or control.

**Export Restrictions.** Each User agrees that the App may not be transferred or exported into any other country, or used in any manner prohibited by U.S. or other applicable export laws and regulations.

## 8. OWNERSHIP

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The SHABBA Offerings, as well as the organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to same, and all SHABBA logos, symbols, expansion names and symbols, play level symbols, trade dress or "look and feel", and all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property are the sole and exclusive property of Company. We reserve all rights not expressly granted herein. Except as expressly set forth herein, no right or license is granted hereunder to any intellectual property rights and your use of the SHABBA Offerings does not convey or imply the right to use the SHABBA Offerings in combination with any other information or products. The posting of information or material by and through the SHABBA Offerings does not constitute a waiver of any right in or to such information and/or materials.

## 9. LICENSE

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Each User is granted a non-exclusive, non-transferable, revocable and limited license to access and use the SHABBA Offerings. Company may terminate this license at any time for any reason. Unless otherwise expressly authorized by Company in writing in each instance, Users may only use the SHABBA Offerings for their own personal, non-commercial use. No part of the SHABBA Offerings may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. No User or other third-party may use any automated means or form of scraping or data extraction to access, query or otherwise collect material from the

SHABBA Offerings except as expressly permitted by Company. No User or other third-party may use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the SHABBA Offerings, or any portion thereof. No User or other third-party may create any "derivative works" by altering any aspect of the SHABBA Offerings. No User or other third-party may use the SHABBA Offerings in conjunction with any other third-party content. No User or other third-party may exploit any aspect of the SHABBA Offerings for any commercial purposes not expressly permitted by Company. Each User further agrees to indemnify and hold Company harmless for that User's failure to comply with this Section 10. Company reserves any rights not explicitly granted in the Agreement.

## 10. PROHIBITED CONDUCT

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**Cheating, Fraud and Abuse.** In accessing or participating in the Game or using the Software, you represent and warrant to us that you will not engage in any activity that interrupts or attempts to interrupt the operation of any Game, including the App and associated Software. Further, it is prohibited for two (2) or more Participants/Users to collaborate during any Game, to engage in any type of syndicate play or to adopt a strategy (before or during a Game) in order to mutually gain an advantage and/or harm other Participants (collectively, "Collusion"). Anyone who engages in, participates in, or displays behavior that may be interpreted, in our sole discretion, as unfair methods in participating in Games and/or using the App and associated Software including, but not limited to, the opening and/or use of multiple accounts, the use of unauthorized or altered software or hardware to assist play (e.g., bots, bot nets, and collusion with bots), intentionally poor play in certain Games to achieve competitive advantage, Collusion with other Participants, obtaining answers to Questions from another person or any other source, deliberate transfer of money between accounts (e.g., "money laundering"), harassment of other Participants, breach of the Agreement, breach of security of the subject Account, or any other act (whether through the use of automated technology or otherwise) that unfairly alters a User's chance of winning or constitutes the commission of fraud (collectively, "Abuse"), will be subject to immediate sanction (as determined by us in our sole discretion), which may include, without limitation: (a) immediate Account termination and blocking of access to the SHABBA Offerings; (b) any Prizes that the applicable User may otherwise have been entitled to receive shall be void and forfeited; and (c) any Prizes received by the applicable User shall be subject to disgorgement and/or recoupment. In addition to the foregoing, we reserve the right to disclose or report any money laundering or similar illegal activity to law enforcement and regulatory authorities. Without limiting our other available remedies, we may institute or seek any injunctive relief, civil and/or criminal proceedings against any User and/or any co-conspirators arising out of or related to the commission of Abuse including, without limitation, recovering all of our fees and expenses (including reasonable attorneys' fees) in connection with such efforts.

**Hacking, Tampering or Unauthorized Access.** Any attempt to gain unauthorized access to our systems or any other Participant's Account, interfere with procedures or performance of Games, the App, Software and/or the Site, or deliberately damage or undermine the Games, App and/or Software is subject to civil and/or criminal prosecution and will result in immediate

termination of your Account and forfeiture of Prizes. You agree that you will not attempt to modify, alter, or tamper with the location settings of your Mobile Device for any reason, or otherwise attempt to falsify your physical location through your Mobile Device. You acknowledge that we are not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the SHABBA Offerings or your Account.

**Restrictions.** Any use, reproduction or redistribution of the SHABBA Offerings, or related services not expressly authorized by the Agreement is expressly prohibited. You may not engage in, or assist others to engage in, conduct that would damage or impair our property including, without limitation: (i) copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us; (ii) providing unauthorized means through which others may use the Games, such as through server emulators; (iii) taking actions that impose an unreasonable or disproportionately large load on our or our suppliers' network infrastructure, or that could damage, disable, overburden or impair the SHABBA Offerings; (iv) interfering with any other party's use and/or enjoyment of the SHABBA Offerings; and/or (v) attempting to gain unauthorized access to third-party Accounts and/or the SHABBA Offerings. Without limiting the foregoing, you may not, under any circumstances, take screen shots of any App/Site page including, screen shots associated with Games.

**Reporting Prohibited Conduct.** You may report prohibited conduct by forwarding all evidence of abuse to [shabbatrivia@gmail.com](mailto:shabbatrivia@gmail.com) All such evidence and your message become our property and we may use them for our purposes hereunder. Please report responsibly.

## 11. DISCLAIMERS

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LEGALITY OF YOUR PARTICIPATION IN THE GAMES OR USE OF THE SHABBA OFFERINGS, OR RELATED SERVICES, AND NO PERSON AFFILIATED, OR CLAIMING AFFILIATION, WITH US SHALL HAVE THE AUTHORITY TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.

THE SHABBA OFFERINGS, AND ALL RELATED, DOWNLOADS, SERVICES, PRODUCTS, INFORMATION AND DATA PROVIDED OR MADE AVAILABLE BY OR THROUGH THE SHABBA OFFERINGS (INCLUDING, WITHOUT LIMITATION, DIGITAL ASSETS) ARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR FREEDOM FROM VIRUS OR OTHER DISABLING ROUTINE, OR INTERRUPTION, OR NON-INFRINGEMENT, AND YOU ASSUME THE ENTIRE RISK WITH RESPECT THERETO. USE OF THE INTERNET IS INHERENTLY RISKY AND YOU DO SO AT YOUR OWN RISK.

WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY THAT: (a) THE SHABBA OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (b)

ANY INFORMATION OBTAINED THROUGH THE SHABBA OFFERINGS (INCLUDING CONTENT AND QUESTIONS) WILL BE ACCURATE OR RELIABLE; (c) ANY DEFECTS IN THE SHABBA OFFERINGS WILL BE CORRECTED; (d) THE APP WILL BE AVAILABLE FOR INSTALLATION OR REINSTALLATION WITH ALL MOBILE DEVICES OR THAT THE SHABBA OFFERINGS WILL BE COMPATIBLE WITH ANY SPECIFIC PC, HARDWARE, MOBILE DEVICE, WIRELESS NETWORK OR SERVICE; (e) THE GAMES WILL BE FREE FROM TECHNICAL ERROR, OR OTHER ERROR OF ANY KIND, WHETHER HUMAN, MECHANICAL OR ELECTRONIC; (f) THE SHABBA OFFERINGS WILL RESULT IN ANY ECONOMIC BENEFIT OR GAIN; (g) THAT YOU WILL QUALIFY FOR ANY BONUS MONEY; OR (h) THE SHABBA OFFERINGS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY AND/OR THROUGH THE SHABBA OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM, RELATING TO OR ARISING OUT OF VIOLATIONS OF THE AGREEMENT BY OTHER PARTICIPANTS AND WE HAVE NO RESPONSIBILITY TO ENFORCE THE AGREEMENT FOR THE BENEFIT OF ANY PARTICIPANT.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. AS SUCH, THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU IN ITS ENTIRETY.

## **12. LIMITATIONS OF LIABILITY**

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TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER WE, NOR OUR SUPPLIERS OR LICENSORS, WILL BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF WE OR OUR THIRD-PARTY SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, ARISING OUT OF OR RELATING TO THE AGREEMENT, THE SHABBA OFFERINGS, OR ANY INFORMATION, SERVICES, PRODUCTS OR SOFTWARE MADE AVAILABLE OR ACCESSIBLE TO YOU BY AND THROUGH SAME, INCLUDING, BUT NOT LIMITED TO, FOR: (a) THE USE OR THE INABILITY TO USE THE SHABBA OFFERINGS; (b) THE INABILITY TO INSTALL, OR REINSTALL, THE APP ON ANY MOBILE DEVICE; (c) UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA AND/OR ACCOUNT; (d) ANY ISSUE RELATED TO THE TIMELINESS, ACCURACY OR RELIABILITY OF QUESTIONS AND ANSWERS THAT ARE MADE AVAILABLE IN CONNECTION WITH THE SHABBA OFFERINGS; (e) YOUR FAILURE TO REALIZE ANY ECONOMIC BENEFIT OR GAIN; (f) YOUR FAILURE TO QUALIFY FOR ANY BONUS MONEY; (g) THE CANCELLATION OF ANY GAME(S) AND/OR PRIZE(S), AS PERMITTED HEREUNDER OR UNDER THE GAME RULES; (h) ANY TECHNICAL ERROR OR OTHER

ERROR OF ANY KIND, WHETHER HUMAN, MECHANICAL OR ELECTRONIC, ASSOCIATED WITH ANY OF THE GAMES; (i) ANY POTENTIAL PRIZE AWARD NOTIFICATION DISPLAYED, DISTRIBUTED AND/OR OTHERWISE DELIVERED TO YOUR ACCOUNT IN ERROR IN CONNECTION WITH ANY GAME, ANY PROSPECTIVE GAME, ANY BETA VERSION/TEST GAME OR OTHERWISE UNDER ANY CIRCUMSTANCES; (j) ANY CLAIM RELATED TO THE LEGALITY OF THE GAMES; OR (k) ANY OTHER MATTER RELATING TO THE SHABBA OFFERINGS.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, OUR MAXIMUM LIABILITY TO YOU ARISING OUT OF OR IN ANY WAY CONNECTED TO THE AGREEMENT, THE SHABBA OFFERINGS, OR ANY INFORMATION, SERVICES, PRODUCTS OR SOFTWARE MADE AVAILABLE OR ACCESSIBLE TO YOU BY AND THROUGH SAME SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00). THE EXISTENCE OF ONE OR MORE CLAIMS BY YOU WILL NOT INCREASE OUR LIABILITY. IN NO EVENT SHALL OUR SUPPLIERS OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO OUR PRODUCTS, INFORMATION OR SERVICES.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES. AS SUCH, THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 13 MAY NOT APPLY TO YOU.

### **13. OTHER RIGHTS, TERMS & CONDITIONS**

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**Technical Difficulties.** We are not responsible for delays, disruptions, malfunctions or other technical interruptions that affect Game play including, without limitation, problems with Mobile Devices, computer systems, telephone carriers, or Internet service providers or the quality of coverage, strength of signal, delays or outages in service.

**Linked Sites.** You may be able to access third-party websites or services via the Site or App including, without limitation, Social Media Websites. We are not responsible for third-party websites, services or content available through those third-party websites. You are solely responsible for your dealings with third-parties (including advertisers and Social Media Website operators). Your use of third-party software, websites or services may be subject to those third-parties' terms and conditions and privacy policies. Please review those legal policies before using any linked websites.

**Privacy Policy.** The SHABBA Privacy Policy, is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully prior to installing the App and/or utilizing the Site and/or other of the SHABBA Offerings.

**Compliance with Laws.** You acknowledge that various rules, regulations and laws addressing contests and tournaments with entry fees and/or prizes govern your participation in the Games (the "Gaming Laws"), and that Gaming Laws are set up by each individual US state, or jurisdiction. In addition to the Gaming Laws, you are also subject to all municipal, state and federal laws, rules and regulations of the city and state in which you reside and from which you

access the SHABBA Offerings and/or play Games including, without limitation, U.S. export laws (together with Gaming Laws, the "Applicable Law"). You agree to comply and are solely responsible for your compliance with all Applicable Law. Your participation in Games is at your own risk, and you agree not to hold us responsible or liable if Applicable Law restricts or prohibits your access or participation in Games.

**Representations and Warranties.** Each User hereby represents and warrants to Company as follows: (a) the Agreement constitutes such User's legal, valid and binding obligation which is fully enforceable against such User in accordance with its terms; (b) such User understands and agrees that such User has independently evaluated the desirability of utilizing the SHABBA Offerings and that such User has not relied on any representation and/or warranty other than those set forth in the Agreement; (c) the execution, delivery and performance by such User of the Agreement will not conflict with or violate: (i) any order, judgment or decree applicable to such User; or (ii) any agreement or other instrument applicable to such User; (d) such User's performance under the Agreement, such User's use of the SHABBA Offerings will not: (i) invade the right of privacy or publicity of any third person; (ii) involve any libelous, obscene, indecent or otherwise unlawful material; (iii) violate any Applicable Law; and/or (iv) otherwise infringe upon the rights of any third-parties including, without limitation, those of copyright, patent, trademark, trade secret or other intellectual property right, false advertising, unfair competition, defamation, invasion of rights of celebrity, violation of any anti-discriminatory law or regulation, or any other right of any person or entity; and (e) such User shall not "stalk" or otherwise harass any person.

**Our Rights and Remedies; No Waiver.** No Company right or remedy shall be exclusive of any other, whether at law or in equity including, without limitation, damages, injunctive relief, attorneys' fees and expenses. Our failure to require or enforce strict performance by you of any of the terms and conditions contained in the Agreement, or to exercise any right under same, shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance.

**Assignment.** We may assign the Agreement, and any rights and obligations hereunder, in whole or in part, at any time without notice to you. You may not assign the Agreement or transfer any rights to use the SHABBA Offerings.

**No Third-Party Beneficiaries.** The Agreement is solely for your and our benefit, and not for the benefit of any other person, except for our successors and assigns.

**Your Indemnity.** You agree, at your own cost and expense, to indemnify and hold us and our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, judgments, settlements, actions, debts or rights of action, losses of whatever kind, and all costs and fees, including reasonable legal and attorneys' fees, arising out of or relating to: (a) your breach of the Agreement; (b) any unauthorized or improper use of your Account, the SHABBA Offerings and related services by any person including yourself; (c) your violation of Applicable Law; (d) any failure by you to provide accurate and up-to-date Registration Data, including legal name, billing address, credit card information, date of birth, and social security information; and/or (e) your negligence or misconduct. If we instruct you in writing, you will, at your cost and expense, defend us from any of the foregoing using counsel reasonably acceptable to us.

**Miscellaneous.** To the extent that anything in or associated with the SHABBA Offerings is in conflict or inconsistent with the Agreement, the Agreement shall take precedence; provided, however, that: (a) with respect to the Games, to the extent that anything in these Terms is inconsistent with the applicable Game Rules, those Game Rules, as applicable, shall take precedence; and (b) with respect to the Referral Program, to the extent that anything in these Terms is inconsistent with the Referral Program Rules, the Referral Program Rules shall take precedence. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

#### **14. DISPUTE RESOLUTION, CLASS ACTION WAIVER & ARBITRATION**

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**General.** This Section applies to each and every Dispute. For purposes of the Agreement, the term "Dispute" will be given the broadest possible meaning allowable under Applicable Law and shall mean any claim, dispute, action, or other controversy between you and us concerning the Agreement, the SHABBA Offerings or any product, service or information we make available to you, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis, except for claims, disputes and controversies relating to the enforcement or validity of our intellectual property. In the event of a Dispute, you or Company must give the other party a Notice of Dispute, which is 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 the relief requested. You must send any Notice of Dispute by U.S. Mail to: SHABBA LLC at 420 Union St, Westfield MA 01085.. We will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and Company will attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is received. We may choose to provide you with a final written settlement offer after receiving your Notice of Dispute ("Final Settlement Offer"). After sixty (60) days, either you or Company may commence an arbitration proceeding to resolve the Dispute, as set forth below. You or Company may also litigate any Dispute in small claims court in your county of residence or in Raleigh, NC if the Dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

**Binding Arbitration.** If you and Company do not resolve any Dispute by informal negotiation or in small claims court, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration under the Federal Arbitration Act, 9 U.S. Code section 1 et seq., and the provisions of this Section 16. The Dispute will be resolved by a neutral arbitrator whose decision will be final except for the limited right of appeal under the Federal Arbitration Act.

**Class Action Waiver.** To the maximum extent permitted under Applicable Law, any proceedings to resolve any Dispute in any forum will be conducted solely on an individual basis. Neither you nor Company will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If this waiver is found to be illegal or



unenforceable as to all or some parts of a Dispute, then it will not apply to those parts. Instead, those parts will be severed and will proceed in a court of law, with the remaining parts proceeding in arbitration.

**Arbitration Procedure.** Arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. An AAA Demand for Arbitration may be found on the AAA website located at: [www.adr.org](http://www.adr.org). Any in-person hearing in the arbitration will be held in your county of residence if you reside in the USA. You may request a telephonic or in-person hearing by following the AAA rules. In a Dispute involving Ten Thousand Dollars (\$10,000.00) or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. If you are located in a country other than the USA, the arbitration will be conducted by the International Court of Arbitration of the International Chamber of Commerce (ICC) pursuant to UNCITRAL rules. The arbitration will be conducted in English, and the English version of this Section 16 (and not any translation) will control. You and Company hereby agree to accord this arbitration agreement the broadest scope permissible under Applicable Law and that it shall be interpreted in a non-restrictive manner. The arbitrator will determine whether a claim or controversy is a Dispute that is subject to arbitration. The arbitrator may award the same relief to you individually as a court could award. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim. The arbitrator may award compensatory damages, but shall NOT be authorized to award non-economic damages, such as for emotional distress or pain and suffering, punitive damages, or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, costs and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator and AAA to an extent deemed necessary by the Company. Although we may have a right to an award of attorneys' fees and expenses if we prevail in arbitration, we will not seek such an award from you unless the arbitrator determines that your claim was frivolous. Within fifteen (15) calendar days after conclusion of the arbitration, the arbitrator shall issue a written award and, if requested by either party, a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Judgment on the award may be entered by any court of competent jurisdiction. The parties waive their right to commence any action or judicial proceeding in connection with a Dispute hereunder, except for purposes of: (i) recognition and/or enforcement of the arbitration award or any other decision by the arbitral tribunal; (ii) obliging the other party to participate in the arbitration proceedings; (iii) requesting any type of conservative or interim measure in connection with the Dispute prior to the constitution of the arbitral tribunal; (iv) requesting the appearance of witnesses and/or experts; and/or (v) requesting that any information and/or documentation discovery be complied with. By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a Dispute were determined by litigation in court including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence. In the event of any conflict between the applicable arbitration rules and the terms of this arbitration provision, the terms of

this arbitration provision will control. Any User may opt-out of these Dispute resolution provisions by providing written notice of her/his decision within thirty (30) days of the date that she/he first accesses the App and/or Site, whichever is first.

**Disputes to Be Filed within One Year.** To the extent permitted by Applicable Law, arbitration or litigation of any Dispute must be initiated within one (1) year from the date the cause of action accrued. If a Dispute is not initiated within one (1) year, it will be permanently barred.

**Equitable Relief.** You agree that we would be irreparably damaged if the terms of this Section 16 are not specifically enforced. Therefore, in addition to any other remedy that we may have at law, and notwithstanding our agreement to arbitrate Disputes, we will be entitled, without bond or other security, or proof of damages, to seek appropriate equitable remedies with respect to your violation of the Agreement in any court of competent jurisdiction.

## **15. SOCIAL MEDIA PAGES**

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The Site and App contain links to the various Company Social Media Pages. Where you have an account on one or more of the designated Social Media Websites, you may post, on such Social Media Websites as they allow. The Social Media Pages are hosted and made available on third-party Social Media Websites by third-party entities. Your use of Social Media Pages and Social Media Websites shall be governed by those Social Media Websites' applicable agreements, terms and conditions. You understand and agree that Company shall not be liable to you, any other User or any third-party for any claim in connection with your use of, or inability to use, the Social Media Pages and/or Social Media Websites.