

User Agreement

Welcome! Yoga Ranger, LLC and/or its affiliates (the “Provider”, “us”, “our” or “we”) provide website features and other products and services to you when you visit or shop at YogaRanger.com or WarriorBlocks.com, or use Yoga Ranger® products or services, including Warrior Blocks® (collectively, the “Services”). By using the Services, you agree to be bound by the terms and conditions of this user agreement (the “Agreement”). Your use of the Services constitutes your acceptance of these terms and your representation to us that you have reached the age of majority in your state (typically 18 years old). If you do not agree with the terms of this Agreement, you must not use the Services.

1. System requirements. To utilize the Services, you will need appropriate computing and communications equipment, including appropriate computer hardware and software. You are solely responsible for obtaining and maintaining this equipment and for the security of such equipment. You are solely responsible for keeping your hardware and software (including operating systems and browsers) updated, and we strongly recommend that you employ firewalls and anti-virus/anti-malware software, and browse with care. You are solely responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the Services.

2. Limited right to access Services. Provider hereby grants you a personal, revocable single-user, limited, non-exclusive, non-transferable, revocable right to utilize the Services. Any violation of this Agreement will be grounds to revoke your right to utilize all Services.

3. Electronic communications. When you use the Services, you may be communicating with us electronically by sending e-mails, text messages and other communications from your desktop or mobile device. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. Copyright. All content included in or made available through any of the Service, such as text, graphics, logos, button icons, images, video, audio clips, digital downloads, data compilations and software is the property of Provider and protected by United States and all applicable international copyright (or equivalent) laws in all jurisdictions and protected under other intellectual property laws worldwide. The compilation of all content included in or made available through any of the Services is the exclusive property of Provider and protected by U.S. and international copyright laws.

5. Trademarks & intellectual property. You acknowledge and agree that the Services contain products and content that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. Graphics, logos, page headers, button icons, scripts and service names included in or made available through the Services are trademarks or trade dress of Provider in the United States and other countries. Provider’s trademarks and trade dress may not be used in connection with any product or service that is not Provider’s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Provider. All other trademarks not owned by Provider that appear in the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Provider. Except as expressly permitted in writing by an authorized representative of Provider, you will not reproduce, redistribute, sell, transfer, create derivative works from, decompile, reverse engineer or disassemble the Services or any Provider product or content, nor will you take any measures to interfere with or damage the Services; further, as between you and Provider, Provider own intellectual property rights in the selection, coordination, arrangement and enhancement of all content in the Services.

6. License and access. Subject to your compliance with this Agreement, and your payment of any applicable fees, Provider grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access the Services for personal and non-commercial use. This license does not include any resale or commercial use of any of the Service, or its contents; any collection and use of any product information, descriptions, or prices; any derivative use of any of the Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in this Agreement are reserved and retained by Provider. None of the Services may be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without express written consent of Provider. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout, or form) of Provider without express written consent. You may not use any meta tags or any other "hidden text" utilizing Provider's name or trademarks without the express written consent of Provider. You may not misuse the Services. You may use the Services only as permitted by law. The licenses granted by Provider automatically terminate if you do not comply with this Agreement.

7. Your account. You may need your own Provider account to use certain Services and you may be required to log into the account and have a valid payment method associated with said account to use the Services. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. Provider does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18 years of age, you may use the Services only with direct supervision and involvement of a parent or guardian. Provider reserves the right to refuse service, terminate accounts, terminate your rights to use the Services, remove or edit content or cancel orders in its sole discretion.

8. Reviews, comments, communications and other content. When using the Services, there may be the opportunity to post reviews, comments, stories, photos, videos, other content and any other materials; send e-cards and other communications; and submit suggestions, ideas, comments, stories, personal experiences, questions or other information, which you may do so long as such content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights) or otherwise injurious to third parties or, in our sole discretion, objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages (the "Content"). Content includes but is not limited to, online submissions, information contained in emails, phone calls, correspondence and other communications, whether written and verbal. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Content. Provider has the right but not the obligation to remove or edit such Content, but does not regularly review posted Content.

You represent and warrant to be sole owner of all rights, title and interest in and to the Content or otherwise control all rights, title and interest in and to the Content; that you have the authority to submit the Content and to grant the rights being conveyed hereunder; that the Content is not protected by copyright law, nor does it violate anyone's right of privacy, nor is it defamatory. You acknowledge that nothing herein obligates Provider to verify the representations and warranties made by you with respect to the veracity or accuracy of the Content. You represent and warrant that the Content is true and accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Provider for all claims resulting from all Content that you supply. Provider has the right but not the obligation to monitor and edit or remove any activity or

Content. Provider takes no responsibility and assumes no liability for any Content posted by you or any third party.

If you do post Content or submit material, and unless we indicate otherwise, you assign and grant Provider and its licensees, successors and assigns an exclusive, royalty-free, world-wide, perpetual, irrevocable and fully transferable license with the right to grant and authorize sublicenses to develop, use, produce, reproduce, publish, perform, distribute, market, advertise, edit, revise, modify, adapt, translate into other languages and prepare derivative works of, display, perform and otherwise use Content in any manner that Provider deems appropriate throughout the world in any media now available or ever invented in the future and through any form of merchandising; and acknowledge that Provider is the sole owner of all copyrights and all other rights, title and interest in connection with the Services. You grant Provider, sublicensees and assignees the right to use the name that you submit in connection with such Content if, at our sole discretion, we choose to do so.

You consent to all of Provider's use of the Content, including but not limited to any photos, notes, documents, personal experiences, remarks, responses, incidences, quotes, dialogue, scenes, situations, characters and recollections. The licenses granted by you herein shall be perpetual and irrevocable. You agree to irrevocably waive any claims and assertions of moral rights or attribution with respect to the Content. You further waive any claim in connection with any use of the Content, including any claims relating to the right of privacy, the right of publicity, copyright, defamation, anonymity or confidentiality.

In consideration of the submission of Content, you acknowledge and waive any receipt of payment or other compensation from Provider or their licensees, successors and assigns.

9. Sale of products. Provider accepts orders for any products that we may offer as part of the Services or through other authorized third-parties. Unfortunately, availability of products cannot be guaranteed. Please note that product, service and other information provided are subject to corrections and changes without notice. Graphics and diagrams are for illustrative purposes only and may not accurately reflect actual product availability. Colors, styles and other variants depicted are for illustration only and are subject to change. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions.

Unless otherwise specified at the time of purchase, you must pay for products when you place the order. All products ordered will be delivered to the shipping address you provide. We reserve the right to cancel an order placed by you at any time and for any lawful reason prior to our delivery of the product(s) and receipt of payment in full from you, provided that we will refund any fees that you prepaid for those products if, at our sole discretion, we cancel. We may send an acknowledgment of receipt of your order to the email address you provide and/or proof of purchase information through the Services or to your email address after your payment has been processed. All purchases of physical items from Provider are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

10. Safety warnings. Provider services offer health and fitness information and is designed for educational and entertainment purposes only. YOU SHOULD CONSULT YOUR PHYSICIAN OR GENERAL PRACTITIONER BEFORE BEGINNING A NEW FITNESS PROGRAM. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ IN THE SERVICES. THE USE OF INFORMATION PROVIDED THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK AND IS NOT MEDICAL OR HEALTHCARE ADVICE.

NOTHING STATED OR POSTED ON PROVIDER SITE OR AVAILABLE THROUGH ANY OF PROVIDER SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL, REHABILITATION OR COUNSELING CARE. FOR PURPOSES OF THESE TERMS, THE PRACTICE OF MEDICINE, REHABILITATION AND COUNSELING CARE INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, PHYSICAL THERAPY, OCCUPATIONAL THERAPY OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE SERVICES ARE CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULL EXTENT PERMITTED BY LAW, PROVIDER MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, WELLNESS, FITNESS AND NUTRITIONAL ADVICE THAT APPEARS HERE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE SERVICES WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

In becoming a user of Provider's products or the Services, you affirm that either:

(A) All the following statements are true:

1. no physician or general practitioner has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician or general practitioner;
2. you have never felt chest pain when engaging in physical activity;
3. you have not experienced chest pain when not engaged in physical activity at any time within the past month;
4. you have never lost your balance because of dizziness and you have never lost consciousness;
5. you do not have a bone, muscle, ligament, tendon or joint problem that could be made worse by a change in your physical activity;
6. your physician or general practitioner is not currently prescribing drugs for your blood pressure or heart condition;
7. you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and
8. you do not know of any other reason you should not exercise; or

(B) Your physician or general practitioner has been specifically consulted by you and approved of your use of Provider products and the Services.

If applicable, you further affirm that:

1. You are not pregnant, breastfeeding or lactating; unless
2. Your physician or general practitioner has been specifically consulted and approved your use of Provider products and the Services.

Provider reserves the right to refuse or terminate access to the Services, but is not obligated to do so, if we determine that you have certain medical conditions or that the representations set forth above are untrue in any respect.

11. Monitoring and termination. We have no obligation to monitor use of any of the Services and do not actively monitor such use under normal circumstances, but we reserve the right to do so (and if necessary to disclose the results thereof) to satisfy any laws, rules, regulations, ordinances, judgments, orders or decrees; to comply with any governmental or legal demands or requests; to operate the Services; to enforce this Agreement; or to protect the Provider from losses or potential legal liability. We may remove, block, filter or restrict by any means any materials, information or content that in our sole discretion, we believe may be illegal, may subject us or third parties to liability or may violate this

Agreement. We may also cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong, and you hereby release the Provider from any liability arising out of any such cooperation. You agree to permit the Provider or its representatives to access your account and records to investigate complaints or allegations regarding possible breach of this Agreement.

We reserve the right at any time in our sole discretion, with or without notice, to restrict, suspend or terminate access by one, some, or all persons or entities to all or any portion of the Services or to modify or discontinue all or any portion of the Services. Without limitation of the foregoing, the Provider may in its sole discretion, interrupt the Services (or any portion of any thereof) for maintenance and other operational reasons. We have no responsibility for the deletion of, or the failure to store, any materials, information or content (including messages or other communications) maintained or transmitted by use of the Services (or any portion of any thereof). In no event will you receive any compensation or refund related to any of the matters described in this section nor will the Provider be liable to you or any other person or entity for any such matters.

12. Acceptable use of Services.

12(A). We have the right to limit or terminate your access to the Services for any violation of this Agreement.

12(B). Using the Services to do any of the following things is strictly prohibited and is a violation of this Agreement. You understand that the list below is not intended to be exhaustive, but merely to highlight examples of activities that are violations of this agreement:

- Illegal or Unlawful Use. Violating any federal, state, local, provincial, or international law, treaty, court order or other regulation/rule.
- Copying, reproducing, uploading, posting, displaying, republishing, distributing and/or transmitting any part of the Services in any form whatsoever.
- Using a frame or border environment around the Services, or other framing technique to enclose any portion or aspect of the Services, or mirror or replicate any portion of the Services.
- Modifying, translating into any language or computer language, or creating derivative works from, any part of the Services.
- Reverse engineering any part of the Services, including Provider products and intellectual property.
- Selling, offering for sale, transferring or licensing any portion of the Services in any form to any third parties.
- Posting or transmitting any harassing or threatening material or content. This includes material that bullies, harasses or threatens the health or safety of others, or that is hateful, obscene, indecent, defamatory, fraudulent, libelous, treasonous, excessively violent or otherwise harmful.
- Inappropriate behavior with children including accessing or contributing to child pornography. We comply with all applicable laws pertaining to the protection of minors, including reporting cases of child exploitation of which we are advised to the National Center for Missing and Exploited Children.
- Collecting personal data without permission.
- Spamming. Examples of spam include but are not limited to (a) any violation of the CAN-SPAM Act of 2003, (b) mail bombing (sending multiple unsolicited electronic mail messages); (c) sending chain mail; (d) sending unsolicited commercial e-mail, such as advertising or promotion of products or services or seeking charitable donations; (e) using deception in emails such as falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin; (f) relaying mail through another site without permission, and/or (g) sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender, or

ignoring opt-out requests, or using distribution lists where the listees have not opted to receive email from the sender.

- Implying in any fashion that the Provider is endorsing your products or services.
- Placing false or misleading information on the Services.
- Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any party's privacy, copyright, patent, trademark or intellectual property rights or otherwise violate any law; or for any other purpose that is unlawful or prohibited by this Agreement.
- Using or accessing the Services in any way that, in our sole judgment, adversely affects the performance or function of the Services.
- Uploading or transmitting to the Services or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, malware or other computer programming routines that may damage, interfere or attempt to interfere with, intercept, the normal operation of the Services, or appropriate the Services or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of a third party.
- Using any device, software, or routine that interferes, or attempts to interfere, with the normal operation of the Services.
- Disguising the origin of the information transmitted through the Services, or impersonating any person or entity, including without limitation an employee, agent or partner of the Provider.

12(C). Any aspect of the Services may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time, and without prior notice to you. However, we make no commitment to update the information contained on the Services. You agree that the Provider shall not be liable to you for any delay or other damages that might result from such modification, suspension, or discontinuance. We may also, at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services.

12(D). You are solely responsible for maintaining security of your systems and the devices that connect to and use our Services, including implementation of necessary patches and updates. You are also solely responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted when you use the Services. You are responsible for taking prompt corrective action(s) to remedy a violation of this Agreement and to help prevent similar future violations.

13. Warranties and disclaimers.

13(A). In order to use the products of Provider or the Services, or any other electronic media operated by Provider, either directly or indirectly, you must be 18 years of age or older and must have full power, authority and capacity to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement, and you must abide by and comply with this Agreement and may not use the Services if you have previously been banned from the Services. You may not use the Services where doing so is prohibited by any applicable law or regulation. Your entry into and performance of this Agreement has been duly authorized by all necessary action, and does not breach any law, rule, regulation, ordinance, judgment, order, decree or agreement applicable to you. ANY USE OR ACCESS BY ANYONE UNDER THE AGE OF 13 IS PROHIBITED. If you are between 13 and 18 years of age, you must be an emancipated minor or have a parent or legal guardian's consent to use Provider's products or the Services. We reserve the right to deny access to anyone for any reason whatsoever including the violation of this Agreement. We cannot ensure that anyone under the age of 13 does not visit this site, or submit reviews or photos. We must rely on parents and guardians to monitor their children's access to the Internet. There are protections such as computer programs and filters that may assist you in limiting access to the Internet. Please take responsibility for how your children access the Internet.

13(B). The Services and any other products or services provided by or on behalf of the Provider (including any suggestions, recommendations, instruction or support that may be provided to you) are provided on an “AS IS” AND “AS AVAILABLE” BASIS, without any warranty of any kind, and all warranties, whether express, implied or otherwise, including any implied warranties of fitness for a particular purpose, any warranties regarding title or against infringement, or any warranties that may arise from a course of dealing, are hereby expressly disclaimed. Further, we do not warrant, guarantee or make any representations regarding the use, or the results you will achieve from use, of any of the Services, or any other products or services, including any guarantee that the same will run without interruption, will be free of errors or viruses or that all errors will be corrected. Response speed is not guaranteed. No advice or information provided by the Provider or any of their respective representatives will create any warranty. Other than as expressly provided in writing by Provider in connection with your purchase of a Provider product, to the extent permitted by law, Provider expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment and any other warranty that might arise under any law. Without limiting the foregoing, Provider makes no representations or warranties:

- That the Services is or will be permitted in your jurisdiction;
- That the Services will be uninterrupted or error-free;
- Concerning any Content, including user submitted content;
- Concerning any third party’s use of Content that you submit;
- That the Services will meet your personal or professional needs;
- That Provider will continue to support any particular feature of the Services; or
- Concerning sites and resources outside of the Services, even if linked to from the Services.

To the extent that another party may have access to or view Content on your device, you are solely responsible for informing such party of all disclaimers and warnings in this Agreement.

14. Limitation of liability and damages. Subject to applicable law, use of the Services and any other products or services provided by or on behalf of the Provider is at your sole risk. Services and products made available on the Services are subject to conditions including but not limited to tariffs, conditions of carriage, international conventions and arrangements, and federal government regulations. Partners who furnish products or services through the Services are independent contractors, and not agents or employees of the Provider.

IN NO EVENT WILL THE PROVIDER BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, ECONOMIC OR PURE ECONOMIC LOSSES, GOODWILL, USE, DATA, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, INABILITY TO USE THE SERVICES OR OTHER INTANGIBLE LOSSES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE, OR ANY HYPER LINKED WEB SITE, THE ACTS OR OMISSIONS OF PARTNERS WHO FURNISH PRODUCTS OR SERVICES THROUGH THE SERVICES, OR THE PRODUCTS OR SERVICES OFFERED BY PARTNERS OR PROVIDER THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (I) ANY USE OF, BROWSING OR DOWNLOADING OF ANY PART OF THE SERVICES, CONTENT OR PRODUCTS OF PROVIDER OR THIRD PARTY PARTNERS WHO FURNISH PRODUCTS OR SERVICES THROUGH THE SERVICES (II) ANY FAILURE OR DELAY (INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE ANY COMPONENT OF THE SERVICES), OR (III) THE PERFORMANCE OR NON-PERFORMANCE BY THE PROVIDER, OR (IV) ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR

DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY. TO THE EXTENT ANY DISCLAIMER OR LIMITATION OF LIABILITY DOES NOT APPLY, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL APPLICABLE EXPRESS, IMPLIED AND STATUTORY WARRANTIES WILL BE LIMITED IN DURATION TO A PERIOD OF 30 DAYS AFTER THE DATE ON WHICH YOU FIRST USED THE SERVICES OR PURCHASED PROVIDER'S PRODUCT, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD. IF, DESPITE THE LIMITATION ABOVE, THE PROVIDER IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED IN THE LIMITATION ABOVE, THEN THE PROVIDER'S LIABILITY TO YOU FOR ALL CLAIMS, IN THE AGGREGATE, WILL IN NO EVENT EXCEED, IN TOTAL, THE SUM OF US \$250.00 OR THE AMOUNT ACTUALLY PAID BY YOU TO PROVIDER OVER THE 12 MONTHS PRECEDING THE DATE YOUR FIRST CLAIM(S) AROSE, WHICHEVER IS LESS. IF YOU LIVE IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION DOES NOT APPLY TO YOU. TO THE EXTENT THAT ONE OR ANY ASPECT OF PROVIDER'S LIMITATIONS SET OUT ABOVE DOES NOT APPLY, ALL REMAINING ASPECTS SURVIVE. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN PROVIDER AND YOU.

15. Indemnification. You agree to indemnify and hold harmless Provider and its officers, directors, employees, agents and representatives from any and all claims, losses, obligations, judgments, damages, liabilities, costs, debt, expenses and cause of action or demand, including without limitation reasonable legal and accounting fees, arising from or relating to (i) the Content and Services, including Provider's use, display or other exercise of its license rights granted herein and your use of the Services; (ii) products made available on the Services (iii) your breach of this Agreement; (iv) Your violation of any law or the rights of any other person or entity, including claims that any user content infringes or violates any third party intellectual property rights; (v) Your breach of the foregoing representations, warranties and covenants; (vi) any user Content submitted by or on behalf of you, and; (vii) any unauthorized use of your account not caused by Provider.

16. Modification. We reserve the right to modify this Agreement at any time, including, but not limited to updating, adding to, enhancing, modifying, removing or altering any content or features of the Services, at any time, in our sole discretion with or without giving you notice. You agree to review this Agreement as posted on the Services from time-to-time and further agree that by continuing to use the Services you will be bound by such revised terms.

17. Law, venue and dispute resolution. This Agreement is governed by the laws of the State of New York (USA), without regard to its conflict of law rules. Any dispute or claim relating in any way to this Agreement, your use of any of the Services, the Content or to any products or services sold or distributed by Provider, will be resolved by binding arbitration, rather than in court. The arbitration shall be conducted in the County of New York, State of New York and shall be governed by and subject to the laws of the State of New York and the then prevailing rules of the American Arbitration Association. The arbitrators' award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration you waive any right to a jury trial. You also agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

18. Force majeure. We shall not be liable for any failure or delay in performance under this Agreement for causes beyond our reasonable control and that are not caused by our fault or negligence, including, but not limited to, "acts of God", acts of government, flood, fire, civil unrest, acts of terror, plague or pestilence, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or

through the internet, any internet service provider, telecommunications or hosting facility, but in each case, only if and to the extent that we are not at fault in causing such failure or delay, and the failure or delay could not have been prevented by reasonable precautions.

19. Miscellaneous. Your acceptance of this Agreement, and your use of the Services do not create a joint venture, partnership, employment or agency relationship with the Provider. You may not assign, delegate or transfer your rights or obligations under this Agreement. If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a court of finds any terms of this Agreement to be unenforceable or invalid, that term will be enforced to the fullest extent permitted by applicable law and the other terms will remain valid and enforceable. The headings in this Agreement are for your convenience and reference; they do not limit or affect this Agreement. This Agreement, together with those items made a part of these terms by reference, make up the entire agreement between you and the Provider relating to your use of the Services and Provider's products, and replaces any prior understandings or agreements (whether oral or written) regarding your use of the Services and Provider's products. You may preserve this Agreement in written form by printing it for your records, and you waive any other requirement that this Agreement be evidenced by a written document.