

## Privacy Policy (Version 1.1 - updated 01-24-2022)

**Website Privacy Policy. Fusion Marketing Group, Inc.** (“PROVIDER”, “we”, or “us”) operates the website located at <https://jobs.bryanhealth.com> (“Website”). This document serves as PROVIDERs Privacy Policy (the “Policy”) for the Website as it applies to the Website’s users. Privacy Policy (the “Policy”) applies to the Website’s Users. PROVIDER makes the Website available to individuals (“Users” or “you”). All activities engaged in through the Website are subject to this Policy. This Policy explains what information PROVIDER collects about its Users, how PROVIDER uses and/or shares this information, and how such information is maintained. By using the Website, you accept the terms of this Policy. This Policy applies only with respect to the information collected by PROVIDER through the Website, and not any information collected or obtained through other methods or sources. Please note that PROVIDER may change this Policy at any time (See “Changes to this Policy,” below), and that PROVIDER may in the future use your information for additional purposes not currently included in this Policy. PROVIDER collects Users’ personally-identifiable information (“PII”) that is volunteered by Users. Examples of PII that may be requested and/or collected include but are not limited to: first and last name, address, zip code, email address, telephone number, facsimile number, and company or business identity. From time to time, PROVIDER may also present opportunities for Users to voluntarily provide additional information about themselves.

We also use information that is automatically collected, to understand more about our Website, to determine how users navigate our Website, to improve Website performance, to protect the security and integrity of our Website and business, to identify and protect our systems from fraudulent activity and access, to provide advertising that may be of interest to our visitors, and to monitor legal compliance.

**Automatic Information Collection.** When you access, and use our Website, it may use technology to automatically collect:

- **Usage Details.** When you access and use the Website, we may automatically collect certain details of your access to and use of the Website, including location data, logs, and other communication data and the resources that you access and use on or through the Website.
- **Device Information.** We may collect information about your mobile device and internet connection, including the device’s unique device identifier, IP address, operating system, browser type, mobile network information, and the device’s telephone number.

**Use and Sharing of PII and other information we collect.** PROVIDER uses PII and other information we collect to provide the User with information about PROVIDER’s Services, and to provide PROVIDER’s third-party vendors with information about User’s needs in accordance with HIPAA.

**YOUR USE OF THE WEBSITE SERVES AS YOUR ACKNOWLEDGEMENT AND APPROVAL OF THIS PRACTICE. IF YOU WANT TO ENSURE THAT YOUR PII IS NOT AVAILABLE TO THIRD PARTIES, YOU MUST DISCONTINUE YOUR USE OF THE WEBSITE.**

Users’ PII and other information we collect may also be used to: deliver and improve our services; manage our business; manage your access and provide you with customer support; perform research and analysis about your use of, or interest in, our or others products, services, or content; communicate with you by email, postal mail, telephone and/or mobile devices about products or services that may be of interest to you either from us or other third parties; develop, display, and track content and advertising tailored to your interests on our Service and other Websites or Websites, including providing our advertisements to you when you visit other websites or Websites; analyze data about our Website (i.e., analytics); verify your eligibility to utilize our Service; enforce or exercise any rights in our Terms of Service; and perform functions or services as otherwise described to you at the time of collection.

PII and other information collected by us may be added to our databases and used for future marketing purposes, including but not limited to email and direct marketing. We may also share your PII with third-party vendors that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, ad tracking and analytics, member screenings, supporting our Website functionality, and supporting other features offered as part of our services. These vendors may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes.

In addition, we may also disclose Users’ PII and other information we collect in order to: (1) comply with applicable laws (including, without limitation, the CAN-SPAM Act); (2) respond to governmental inquiries; (3) comply with valid legal process; (4) protect the rights or property of PROVIDER, including without limitation, filing copyright Websites with the

Library of Congress, Copyright Office, or (5) protect the health and personal safety of any individual. By submitting your PII through the Website, you agree that your PII may be used in any manner contemplated in this section.

How PII is Protected. We appreciate our Users and take your privacy seriously. Any PII that is stored on our computers is protected from unauthorized access and use via passwords as well as other standard industry-acknowledged means. Our servers which store this information are protected by a firewall. We take additional precautions for PII which is especially sensitive, such as financial information. We will only request or transmit this information over secure Internet connections using precautions such as Secure Sockets Layer (SSL) encryption, security keys and password authentication from any third parties receiving this information. Though we take the utmost precautions to protect your PII, please be informed that no data transmission over a cellular phone or the Internet, nor any storage of information on servers or other media, is ever 100% completely secure. While we aim to protect your PII to the greatest extent possible, this policy is not intended to be, and should not be construed as, a warranty or guarantee of absolute security of your PII. As always, you should use common sense whenever you disclose personal information over the Internet or a cellular network, regardless of the Websites or Website(s) you use. If you suspect that your PII is being used in connection with the Website in a manner contrary to this Privacy Policy, please let us know immediately. To contact us, please send an email to [support@fusionideas.com](mailto:support@fusionideas.com).

Non-Personally Identifiable Information. PROVIDER may also collect certain non-personally identifiable information, including but not limited to the information more fully described below. Authentication Tokens. PROVIDER may use authentication tokens on the Website. Authentication tokens are small pieces of information that enable the Website to more easily communicate and interact with the User. For example, PROVIDER may place an authentication token on a User's mobile device if a User uses that device to register for PROVIDER's Website. The next time that User uses the Website, PROVIDER's server will recognize the authentication token (and the User) and allow the User to perform certain actions immediately without having to log in.

Mobile Device Identifiers. PROVIDER may collect information about the mobile devices from which you access the Website. We may collect and store the unique identifier assigned to your mobile device(s) by the manufacturer, or other identifying information about your device.

Cookies. To provide better service and a more effective Website, we sometimes use first-party and third-party "cookies" as part of our interaction with your browser. A cookie is a small text file placed on your computer's hard drive by our web page server. Cookies are commonly used on Websites and do not harm your system. By configuring your preferences or options in your browser, you determine if and how a cookie will be accepted. We use cookies to determine if you have previously visited our Website and the pages you have visited, and for a number of administrative, marketing or remarketing purposes. We use both first-party and third-party cookies for different purposes:

First-party cookies and third-party cookies. Cookies can be first-party or third-party. A first-party cookie is one that you receive directly from Company when visiting our Website. A third-party cookie is one that you have received from another party, such as Google or Facebook. We do not control what third parties do on other Websites. However, we may work with certain third-party providers such as Google or Facebook to permit their cookies to function through our Website so we can learn more about your web experience on our Website and better personalize our services for you.

Persistent and session cookies. A persistent cookie is a cookie that is stored by the web browser on your device until it expires or you delete it. The expiration of a persistent cookie is determined by the creator of the cookie and can be upon a certain date or after a length of session time has passed. This means that, for the cookie's entire lifespan, its information will be transmitted to the creator's server every time the user visits the Website that it belongs to or another website or Website configured to check for that cookie (such as an advertisement placed on that website or Website). For this reason, persistent cookies are also called "tracking cookies." A session cookie is created temporarily on your device for use by the Website during your visit. This type of cookie may store information you enter and track your activity within the Website. A session cookie is deleted after you leave the Website or when the Website is closed. A good example of a session cookie is the shopping cart on an e-commerce Website. The session cookie stores the items that you add to your cart so they are not forgotten while you view products on other pages of the Website. Using a session cookie, the items will all be in the cart when you go to the checkout page.

Other Data. All photographs, opinions, ideas, suggestions, other feedback, and all other information submitted by You through the Website may be used by us without any restriction and free of charge. In certain areas of our Website, such as when you request more information, should you abandon a form on our Website, your information may still be collected

and utilized for notices or communications pertaining to the Website, products or services. If you choose not to provide personal information, you can still browse most of our Website (the areas that do not require registration) anonymously. If you place a call to us, whether by landline or mobile device, we may also capture your phone number and any other information you provide during the call. This information may also be used to communicate with you about the Website, products or services via phone, mail, email, social media or third-party Websites.

When you visit our Website, we may directly and through third-party service providers automatically log certain information about your visit including: the pages you visit while on our Website; the IP address of a referring Website, if any; the type of browser, device or hardware you are using; your IP address and general geographic information; and the date and time you accessed our Website. Through the use of third-party tools, such as Google Analytics (Remarketing, Display Network Impression Reporting, Demographics and Interest Reporting, and other integrated services), we may also collect certain demographic information and information about interests from a portion of the visitors to our Website. This information may link to personal data that you voluntarily provide to us which will allow us to serve interest-based ads and content.

Although the information collected through the foregoing methods does not itself contain any PII, PROVIDER may analyze and match such information with other information that you provide (including PII) as well as information that PROVIDER may obtain elsewhere, and PROVIDER may share all or some of such information with actual or prospective movers, van lines, or other third parties. PROVIDER may also disclose non-PII in order to comply with applicable laws; respond to governmental inquiries; comply with valid legal process; or protect the rights or property of PROVIDER or Users of the Website.

Access to Your Information. If you want to review, correct or change your User information, please submit your request in writing to [support@fusionideas.com](mailto:support@fusionideas.com).

Third Party Services. PROVIDER's communications to you as well as the Website, may contain links to the Websites of other providers of products and services that may be of interest to you. We may also use third-party service providers to serve interest-based advertisements on our behalf on our Website(s), social media networks and across the Internet. These advertising service providers may collect non-identifiable information about your visits to our Website, and your interactions with our products and services. Such non-identifiable information does not include your name, address, email address or other personal information. The information is collected through the use of cookies and pixel tags (also known as action tags), which is industry-standard technology used by most major Websites. Interest-based ads are then displayed based on the information that is collected.

In addition to the information about your visits to our Website, our service providers may also use the information about your visits to other Websites to target advertisements for programs and services available from us.

When you click the link to one of these other entities, you will leave the Website and be connected to the website or Website of such entity. In such an event, this Policy will not apply to your use of, and activities on, those third-party websites or Websites. PROVIDER does not have any control over the information handling practices of these other entities, and you should familiarize yourself with the privacy policies of such other entities before you share any PII with them. We encourage you to read all other legal notices posted by these other entities as well. PROVIDER shall have no responsibility or liability for your visitation to, and the data collection and use policies and practices of, these other entities.

Security. While PROVIDER takes reasonable precautions to safeguard information transmitted between PROVIDER and Users of the Website PROVIDER may be unable to prevent unauthorized access to such information by third parties or inadvertent disclosure of such information. Users acknowledge this risk when communicating with PROVIDER.

Consent to Processing. By providing PII and other information to PROVIDER, Users of the Website fully understand and unambiguously consent to the collection and processing of such information in, and the transfer of such information to, the United States and other countries or territories, in accordance with the terms of this Policy.

Transfer in Certain Circumstances. In its sole discretion, PROVIDER may transfer, sell or assign information collected on or about Users of the Website, including without limitation, PII and other User-provided information, to one or more third parties as a result of the sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation of PROVIDER.

Opt Out. We honor all requests to be removed from our marketing lists. If you do not want to receive e-mail, telephone messages or direct mail from us, contact us at [support@fusionideas.com](mailto:support@fusionideas.com) and we will remove your name from our in-house list and add you to our marketing suppression list. You will also have an opportunity to add your phone number to our internal “Do Not Call” list during each phone call you receive from us. You will further have the ability to opt-out or manage certain advertising preferences through links provided in marketing and promotional e-mails you may receive. We honor all requests to be removed from our e-mailing lists within ten days, and update our suppression list every ten days. If you prefer to learn about new offers from us through a specific medium — for example, through the mail — simply let us know your preference by sending us an email at [support@fusionideas.com](mailto:support@fusionideas.com).

We are fully committed to complying with your wishes regarding receiving commercial e-mail messages from us and with the laws regarding unsolicited e-mail. If for any reason you receive a commercial message directly from us or on our behalf more than ten days after making a request to be taken off our mailing list, we would request that you forward a copy of the e-mail to [support@fusionideas.com](mailto:support@fusionideas.com) with a brief explanation of your efforts to unsubscribe and the approximate timeframe you made the request. We will immediately investigate the matter, confirm that you have been removed, and provide a written response to you detailing our efforts. Please note that requests to be removed from our direct mail list will be processed as soon as possible, but given the nature of direct mail, it may be impossible to prevent a mailing that is being processed or underway from reaching you. If you receive multiple mailings from us after your request, please contact us at [support@fusionideas.com](mailto:support@fusionideas.com).

#### Notice to California Residents.

This Section is for California Residents and supplements the information contained in this Privacy Policy. As used in this Section, “consumers” or “you” applies solely to those people who reside in the State of California. We add this notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this Section.

Sale of Data. We do NOT “sell” personal information as defined by the CCPA. We will continue to monitor and review our processing activities and will notify you if this changes and take the appropriate steps to stay in compliance with the CCPA.

Information We Collect. We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity,	NO

California or federal law.	gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	NO
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, Website, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope
- We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from documents that you provide to us related to the services for which you engage us.
- Indirectly from our customers or their agents. For example, through information we collect from you in the course of providing services to you.
- Directly and indirectly from activity on our Website. For example, from submissions through our Website portal or Website usage details collected automatically.
- From third-parties that interact with us in connection with the services we perform.
- From customers for whom we provide services.

Use of Personal Information. We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason for which the information is provided. For example, if you provide us with personal information in order to enroll in a course, we will use that information to assist you in enrolling in such course.
- To provide you with information, products or services that you request from us.
- To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our Website and present its contents to you.
- For testing, market research, analysis and product development.
- As necessary or appropriate to protect the rights, property or safety of us, our clients or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information. We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We disclose your personal information for a business purposes to the following categories of third parties:

- Service providers.
- Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you or to those third parties whose products or offerings we deem, in our sole discretion, to be of interest to you.

In the preceding twelve (12) months, we have not sold any personal information.

Your Rights and Choices: The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

#### *Access to Specific Information and Data Portability Rights*

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).

- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights. You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 ).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights. To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by emailing us at [support@fusionideas.com](mailto:support@fusionideas.com).

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format. We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination.** We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

Deny you goods or services.

- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.

Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Changes to This Policy.** RCSS may, from time to time, amend this Policy, in whole or part, at its sole discretion. Any changes to this Policy will be effective immediately upon the posting of the revised policy to the Website.

**Questions About This Policy.** Questions about this privacy policy or RCSS's privacy practices should be directed to support@fusionideas.com.

### **Website Terms of Use (Version 1.1 - updated 01-24-2022)**

**Please read these terms and conditions carefully.**

Fusion Marketing Group, Inc. ("Provider," "we," or "us") operates the website currently located at <https://jobs.bryanhealth.com> (the "Website") to help facilitate the provision of Provider's services (the "Services") to its customers, and makes the Website available to individuals ("Users" or "You") for informational purposes. (The term "site" or "website" as used in these Terms of Use includes all versions these internet pages accessed via any electronic device.) If You use Provider in any manner, You accept these Terms of Service ("**Agreement**" or "**Terms**"). If You do not agree with any provision of this Agreement or do not wish to be bound by this Agreement, do not use Provider's Service.

**BY ACCESSING OR USING THE PROVIDER WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE, THE PRIVACY POLICY, AND ALL OTHER ADDITIONAL TERMS INCORPORATED BY REFERENCE HEREIN. YOU ARE AUTHORIZED TO USE THE WEBSITE ONLY IF YOU AGREE TO ABIDE BY ALL APPLICABLE LAWS, THESE TERMS OF SERVICE, INCLUDING THOSE INCORPORATED BY REFERENCE, AND THE PRIVACY POLICY. PLEASE READ THESE TERMS OF SERVICE AND THE PRIVACY POLICY CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS OR THE PRIVACY POLICY, YOU SHOULD IMMEDIATELY DISCONTINUE YOUR USE OF THE WEBSITE AND THE PROVIDER SERVICE.**

#### **1. Modifications to Terms of Service.**

Provider may modify these Terms of Service and its Privacy Policy from time to time, and any such modifications shall be effective upon their posting on the Website. You agree to be bound by any changes to the Terms of Service and Privacy Policy when You use the Website after any such modification is posted on the Website. It is therefore important that You review these Terms of Service each time You access the Website to ensure that You are aware of any changes or modifications to the Terms of Service.

#### **2. Eligibility.**

You must be eighteen (18) years old or older to use Provider. By using Provider, You represent and assume that You have the authority and capacity to enter into this Agreement and to abide by all the terms listed in this Agreement.

#### **3. Access, Alerts, and Downloads.**

Provider reserves the right to reject and to terminate your use of the Website at any time, for any reason or for no reason, without notice to You. Provider also reserves the right to provide notices and alerts to Users from time to time about use of the Website and information on feature updates and changes.

Provider is committed to using commercially reasonable efforts to comply with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and to providing equal opportunities to individuals with disabilities. Consistent with this commitment, Provider will provide a reasonable accommodation to disabled Users if the reasonable accommodation would allow the individual to utilize the Website(s), unless doing so would create an undue hardship.

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from Provider. You may make the request via email at support@fusionideas.com. Please include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you access the Website(s).



After receiving your request, Provider will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Provider encourages you to suggest specific reasonable accommodations that you believe would allow you to better access the Website(s). However, Provider is not required to make the specific accommodation requested by you and may provide an alternative effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on Provider.

#### **4. Intellectual Property Protection.**

All the content and information displayed or accessible on or through the Website, including without limitation, text, artwork, graphics, logos, button icons, images, audio clips, video clips, digital downloads, prices, products, product and service descriptions, and data compilations, is the property of Provider. Such content is protected by U.S. and international trademark, copyright, and other intellectual property laws. You shall not copy, distribute, alter, display, perform, publish, or create derivative works from such materials, other than as permitted in these Terms of Service. Systematic retrieval of data or other information from the Website to prepare any collection, compilation, database, or directory is strictly prohibited.

The names and logos for Provider, and any other Provider graphics, logos, designs, page headers, button icons, scripts and service names are trademarks or trade dress of Provider. Provider's trademarks and trade dress may not be used, including as part of trademarks or as part of domain names, in connection with any other product or service in any manner that is likely to cause consumer confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission 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 or any Provider affiliates without Provider's express written consent. In addition, You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

EXCEPT AS EXPRESSLY PROVIDED IN THE TERMS OF SERVICE, NEITHER PROVIDER NOR ANY THIRD PARTY HAS CONFERRED UPON YOU BY IMPLICATION, ESTOPPEL, OR OTHERWISE, ANY LICENSE OR RIGHT UNDER ANY PATENT, TRADEMARK, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS TO USE THE WEBSITE. NO OWNERSHIP RIGHTS ARE OR WILL BE ASSIGNED TO YOU BY REASON OF YOUR ACCEPTANCE OF THIS TERMS OF SERVICE.

You acknowledge and agree that a breach or threatened breach by you of any of your obligations under this Section would cause Provider irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Provider will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, **without any requirement to post a bond or other security**, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

#### **5. License Grant and Restrictions.**

Provider hereby grants You a limited, non-exclusive, non-transferable, and revocable right to access and use the Website to (i) utilize the features, content and tools that Provider makes available to You through the Website or otherwise and (ii) receive information relating to the Services. You shall use the Website, and any Provider content solely for Your personal use, and for no other purpose whatsoever without the express written consent of Provider. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, broadcast, create derivative works from, transfer, or sell any of the Provider content on the Website, including without limitation any data, text, artwork, graphics, logos, button icons, images, audio clips, digital downloads, product and service descriptions, and data compilations. The license granted in the Terms of Service does not include any resale or commercial use of the Website, and such use is prohibited. You are also prohibited from creating any derivative works from the Website, or downloading or copying of any information for the benefit of another person or entity other than contemplated in these Terms of Service. Provider reserves the right to suspend or deny, in its sole discretion, Your access to the Website, without notice to You.

ANY RIGHTS IN THE WEBSITE NOT EXPRESSLY GRANTED TO YOU IN THESE TERMS OF SERVICE ARE RESERVED TO PROVIDER.

#### **6. Privacy Policy.**

Provider respects your right to privacy and understands that visitors want to be in control of their personal information. Accordingly, Provider has developed a Privacy Policy that governs your use of the Website, and You should review it carefully. By becoming a User, you understand that we will obtain and share your information, and that your information may be shared with third parties. We will use, store, and disclose your personal information in accordance with our Privacy Policy, and your use of the Website constitutes your consent to the terms set forth in the Privacy Policy. If you disagree with any aspect of the Privacy Policy, then you should cease using the Website.

#### **7. Terms and Termination of Access.**

This Agreement is effective starting on the date you use the Website for the first time and continues until terminated in accordance with this Agreement.

You understand and agree that Provider, in its sole discretion, may terminate your right to use the Website, direct You to cease using the Website, and discontinue or restrict your access to the Website, all without notice to You and for any reason. You agree that Provider shall not be liable to You or to any third party for any modification, suspension, or discontinuance of the Website, or any parts thereof.

While Provider may restrict your use of the Website for any reason or for no reason at all, we will suspend, disable, delete, or otherwise limit or restrict your access if Provider determines that You have violated any provision of this Agreement or that your conduct or content would tend to damage Provider's reputation or goodwill. If Provider deactivates or otherwise restricts your access due to your misconduct, you shall not use the Website under a different name or different email address.

Upon termination of this Agreement, all licenses granted by Provider to You will terminate. In the event of access restriction for any reason, whether on your behalf or ours, content that You submitted may no longer be available. Provider is not responsible for the loss of such content.

#### **8. Limitation of Liability.**

You specifically agree that Provider is not liable for any of your conduct while using the Website. Provider is also not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or failure of any email due to technical problems or traffic congestion on the internet or on the Website, including any injury or damage to your or any other person's computer related to or resulting from use of the Website.

In no event shall Provider be liable for any damages, including but not limited to any direct, indirect, incidental, special, or consequential damages resulting from your use or the inability to use the Website, any Provider content, any information accessible on the Website, from any messages received through the Website, or resulting from unauthorized access to or alteration of transmissions or data, including but not limited to, damages for loss of profits, use, data, or other intangible property, whether based on contract, tort, strict liability or otherwise, even if Provider has been advised of the possibility of such damages, to the fullest extent permitted by applicable law.

You agree that regardless of any statute or law to the contrary, You will file any claim or cause of action arising out of or related to your use of the Website, or to interpret or enforce the Terms of Service within one (1) year of receiving the Terms of Service or be forever barred.

Provider is not responsible for the conduct of any user. In no event shall Provider, its affiliates or its partners be directly or indirectly liable for any losses or damages whatsoever, including but not limited to direct, indirect, general, special, compensatory, consequential, and/or incidental damages, arising out of or relating to the conduct of You or anyone else in connection with Your use of the Website and Provider's Services including, without limitation, death, bodily injury, emotional distress, and/or any other damages.

#### **9. Disclaimers.**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE INFORMATION ON THE WEBSITE, AND ANY PROVIDER CONTENT, IS AT YOUR SOLE RISK. THE PROVIDER CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROVIDER HAS NO OBLIGATION TO SCREEN OR MONITOR ANY CONTENT AND DOES NOT GUARANTEE THAT ANY CONTENT AVAILABLE ON PROVIDER COMPLIES WITH THIS AGREEMENT OR IS SUITABLE FOR ALL USERS.

**PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

PROVIDER DOES NOT MAKE ANY WARRANTY THAT THE PROVIDER CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, VIRUS-FREE OR ERROR FREE. EXCEPT AS OTHERWISE SEPARATELY EXTENDED TO YOU AT THE TIME YOU RECEIVE ANY PROVIDER CONTENT PROVIDED TO YOU, PROVIDER DOES NOT MAKE ANY WARRANTY CONCERNING THE INFORMATION AND RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROVIDER CONTENT PROVIDED ON OR THROUGH THE WEBSITE, OR CONCERNING THE ACCURACY OR RELIABILITY OF ANY INFORMATION DISPLAYED THEREON. PROVIDER DOES NOT MAKE ANY WARRANTY REGARDING ANY INFORMATION OBTAINED FROM ANY HYPERLINKED THIRD PARTY WEBSITE OR WEBSITE, INCLUDING ANY ADVERTISER'S WEBSITE OR WEBSITE. PROVIDER DOES NOT MAKE ANY WARRANTY REGARDING THE RELATIONSHIPS BETWEEN ANY ADVERTISER ON THE WEBSITE AND OTHER USERS OF THE WEBSITE. INFORMATION OBTAINED BY YOU FROM THE WEBSITE SHALL NOT CREATE ANY WARRANTY NOT EXPRESSLY OR IMPLIEDLY MADE HEREIN TO THE EXTENT PERMITTED BY APPLICABLE LAW.

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which You first used Provider, and no warranties shall apply after such period.

#### **10. Your Conduct and Prohibited Activities.**

Users are required to be civil and respectful at all times and in all interactions with Provider and with any other User. In addition, You shall not:

- Attempt to submit information to the Website with more than one email address;
- Harass or stalk any other person;
- Harm or exploit minors;
- Act in a deceptive manner by, among other things, impersonating any person or entity;
- Solicit money from Provider or other Users;
- Post any content that is prohibited by Section 13 herein;
- Express or imply that any statements you make are endorsed by Us without our specific prior written consent;
- Use the Website or our Services in an illegal manner or to commit an illegal act;
- Access the Website in a jurisdiction in which it is illegal or unauthorized;
- Ask or use other Users to conceal the identity, source, or destination of any illegally gained money or products;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- Collect others’ personal information by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website;
- Interfere with or disrupt the Website or the servers or networks connected to the Website;
- Email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, computer hardware, or telecommunications equipment;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Website (either directly or indirectly through use of third party software);
- “Frame” or “mirror” any part of the Website, without Provider’s prior written authorization;
- Use meta tags or code or other devices containing any reference to Us or the Website (or any trademark, trade name, service mark, logo or slogan of Provider) to direct any person to any other website for any purpose;
- Post, distribute, or reproduce in any way any copyrighted material, trademarks, service marks, trade names, logos, slogans, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service any software used on or for the Service, or cause others to do so;
- Post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Service other than solely in connection with your use of the Service in accordance with this Agreement.

#### **11. (a) Content Posted by You on Provider.**

You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available for use on the Website (collectively, “post”) to Provider, including but not limited to text messages, chats, videos (including streaming videos), and photographs, whether publicly posted or privately transmitted (collectively, “Content”). You agree that any Content you place or provide access to for use on the Website may be viewed by Provider as applicable for Provider’s provision of its Services to You.

You are solely responsible for all activities that you perform. You agree to immediately notify Provider of any disclosure or unauthorized use, or any other breach of security, at [support@fusionideas.com](mailto:support@fusionideas.com).

You may not post or transmit to Provider or any other User any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity), via the Website. You represent and warrant that (i) all information that You submit is accurate and truthful and that You will promptly update any information provided by You that subsequently becomes inaccurate, incomplete, misleading or false and (ii) you have the right to post the Content on Provider and grant the licenses set forth below.

You understand and agree that Provider may, but is not obligated to, monitor or review any Content you post as part of the Website. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of Provider or the Provider Website.

#### **11. (b) Advertising**

Provider’s business may be partly funded through advertising. You understand and agree that the Provider website and your use thereof may include advertisements, and that these are, in the sole discretion of Provider, necessary to support the website and the services provided by Provider. To help make the advertisements relevant and useful to you, Provider may allow advertisements based on the information we collect from you or in relation to your interaction on our site.

### **11. (c) Automated Queries**

Automated queries (including screen and database scraping, spiders, robots, crawlers and any other automated activity with the purpose of obtaining information from the Provider website) are strictly prohibited, unless you have received express written permission from Provider. As a limited exception, publicly available search engines and similar Internet navigation tools ("Search Engines") may query the Provider website and provide an index with links to the Provider website, only to the extent such unlicensed "fair use" is allowed by applicable copyright law. Search Engines are not permitted to query or search information protected by a security verification system ("captcha") which limits access to human users.

### **11. (d) Links to Third Party Sites**

Provider's website and services may include links to third-party products, services, websites, hyperlinks to other websites, and materials provided by third parties. Provider does not endorse, and takes no responsibility for such products, services, websites, and/or materials. Provider makes no representations or warranties regarding the legality or appropriateness of any third party products, services, websites, hyperlinks or materials. You understand that Provider has no obligation to, and does not, review, evaluate, approve or monitor materials provided by third parties. Your dealings with any third party arising in connection with your use of Provider's website are solely between you and such third party, and Provider takes no responsibility for any damages or costs of any type arising out of or in any way connected with your dealings with these third parties.

### **12. Licenses Granted by You to Us.**

By posting Content as part of the Service, you automatically grant to Provider, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. In addition, you waive any so-called "moral rights" in your Content. If you suggest to Provider any improvements or new features for Provider or for its Website, Provider shall have the right to implement such suggestions without any compensation to you.

### **13. Prohibited Content.**

Your use of Provider, including all Content You post, must comply with all applicable laws and regulations. In addition to the types of Content described in Section 10 above, the following is a partial list of Content which You are prohibited from posting to Provider. You shall not post, upload, display or otherwise make available Content that:

- Promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Advocates harassment or intimidation of another person;
- Requests money from, or is intended to otherwise defraud, Provider or other Users;
- Involves the transmission of "junk mail", "chain letters" or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities);
- Promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
- Promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
- Contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;
- Provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
- Contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- Impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
- Provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- Disrupts the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to use the Website;
- Solicits passwords or personal identifying information of other Users for commercial or unlawful purposes;
- Disseminates another person's personal information without his or her permission; or
- Publicizes or promotes commercial activities and/or sales, including but not limited to contests, sweepstakes, barter, advertising, and pyramid schemes, without our prior written consent.

Provider reserves the right, in its sole discretion, to investigate and take any legal action against anyone who violates this provision, including removing the offending communication from the Website and terminating or suspending access by such violators.

#### **14. Your Representations and Warranties.**

For each item of Content that you submit, you represent and warrant that: (i) you have the right to submit the Content to Provider and grant the licenses set forth above; (ii) Provider will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the Content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the Content complies with this Agreement and all applicable laws.

#### **15. Indemnification.**

You agree to indemnify, defend, and hold Provider, its subsidiaries, affiliates, officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any postings or Content you provide to Provider, and the violation of any law or regulation by You. Provider reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Us in connection therewith.

#### **16. Copyright Policy, Notice and Procedure for Making Claims of Copyright Infringement.**

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please notify our Copyright Agent at the following address:

*Copyright Agent*  
The Concept Law Group, P.A.  
6400 North Andrews Avenue,  
Fort Lauderdale, FL 33309

To facilitate the processing of your claim, you will need to provide the Copyright Agent with the following:

1. (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that site.
3. (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, an email address at which the complaining party may be contacted.
5. (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Provider reserves the right to terminate or restrict access by repeat infringers.

#### **17. Our Use of Your Information.**

You agree that Provider may access, preserve and disclose your information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to:

- (i) Comply with legal process;
- (ii) Enforce these Terms of Service;
- (iii) Respond to claims that any Content violates the rights of third parties;
- (iv) Respond to your requests for customer service;
- (v) Allow you to use the Service in the future; or
- (vi) Protect the rights, property or personal safety of Provider or any other person or entity.

#### **18. Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Provider, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Provider. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**19. MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

Claims relating to this Agreement or the Service will be resolved through final and binding arbitration, except as set forth below. The parties agree that the Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

**Initial Dispute Resolution:** The parties agree that most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with each other, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. Accordingly, before initiating a lawsuit or arbitration, you agree to contact Provider to attempt to resolve the dispute in good faith.

**Binding Arbitration & Class Action Waiver:** If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time the informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to the Agreement (including its formation, performance and breach), the parties' relationship with each other and/or your use of the Website shall be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, excluding any rules or procedures governing or permitting class actions.

**Filing a Demand.** To start an arbitration, you must do the following: (a) Write a Demand for Arbitration ("Demand") that (i) briefly explains the dispute, (ii) lists your and Provider's names and addresses, (iii) specify the amount of money in dispute, if applicable, (iv) identify the requested location for a hearing if an in-person hearing is requested, and (v) state what you want in the dispute; (b) Send one copy of the Demand to the AAA, along with a copy of these Terms and the filing fee required by the AAA; and (c) Send one copy of the Demand for Arbitration to us at [support@fusionideas.com](mailto:support@fusionideas.com).

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in Pinellas County, Florida, United States, and you and Provider agree to submit to the personal jurisdiction of any federal or state court in Pinellas County, Florida, United States, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in state or federal court located in Pinellas County, Florida, United States. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Agreement, including, but not limited to any claim that all or any part of the Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the Parties and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration will be held in Pinellas County, Florida, United States. If any court or arbitrator determines that this arbitration provision is void or unenforceable for any reason or that the parties are not bound to arbitrate their claims, then the disputes, claims or controversies deemed not to be subject to arbitration must be litigated in state or federal court located in Pinellas County, Florida, United States.

**Exception: Litigation of Intellectual Property Claims:** Notwithstanding the foregoing, disputes, claims, or controversies concerning (1) either party's patents, copyrights, moral rights, trademarks, and trade secrets or (2) claims of piracy or unauthorized use of the Services (collectively, "IP Claims") shall not be subject to arbitration.

**20. Miscellaneous Provisions.**

**A. Applicable Law**

You acknowledge that the Content contained in the Provider Website is controlled in and originates from the United States. Provider does not make any representation that any of the Content is appropriate or available for use in other locations. Any claim relating to the use of the Website and any Content displayed thereon, shall be governed by the internal substantive laws of the State of Florida, without regard to its conflicts of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You expressly consent to the personal and exclusive jurisdiction of the state and federal courts located in, or having jurisdiction over, Pinellas County, Florida, United States for any such claim. You further agree that in the event Provider prevails in any litigation or arbitration proceeding to interpret or enforce a party's rights under these Terms of Service, the court or arbitration panel shall have the right and duty, in addition to awarding any relief deemed appropriate in the circumstances, to award Provider its reasonable attorneys' fees, costs, and litigation expenses incurred in prosecuting or defending such action or proceeding, at trial, at any

arbitration proceeding, on appeal, or in any proceeding to enforce any final judgment or arbitration award. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

**B. Assignment**

This Agreement shall bind and inure to the benefit of Provider's successors, assigns and licensees. Provider shall have the right to assign or otherwise transfer its rights or obligations under this Agreement whether by contract, merger, sale of all or substantially all of Provider's assets, or operation of law without your consent, or notice to You. Any attempted assignment by You shall be null and void, and not have any legal force or effect.

**C. Waiver**

The failure of Provider to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.

**D. Severability**

If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

**E. Entire Agreement**

These Terms of Service, and your consent thereto as demonstrated by your use of the Website, constitute the entire agreement between You and Provider relating to the subject matter of this Agreement.

**F. Descriptive Headings**

The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement.

**G. Hosting of the Service; Export Restrictions.** The Website is controlled and operated from facilities in the United States. Provider makes no representations that the Website is appropriate or available for use in other locations. Anyone who accesses or uses the Website from other jurisdictions (or who allow their Authorized Users to do so) do so of their own volition and are responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. If you are located outside of the United States, you agree that we may transfer, store and process your data in locations other than your country. The export and re-export of content via the website may be controlled by the United States Export Administration Regulations or other applicable export restrictions or embargo. The website may not be used in any country that is subject to an embargo by the United States and you may not use the website in violation of any export restriction or embargo by the United States or any other applicable jurisdiction. In addition, you must ensure that the Website is not made available by you for use by persons or entities blocked or denied by the United States government.

**H. Information Providing On The Website**

The information provided on the Website may mirror information from publicly available sites or information that was obtained by the Provider and/or the Website. If the respective information on the Website belongs to you and you have any complaints about the use of either your