

My Alliance Network, Inc., (“M-A-N”) helps locate and connect with a variety of service providers related to the purchase of, financing, care for and use residential real estate (collectively, “Service Providers”).

Please read these Terms of Service (“Terms”) carefully, they contain important information about your legal rights, remedies, and obligations. In particular, Section 13 of these Terms contains an arbitration clause and class action waiver that applies to all disputes between you and M-A-N. OUR SITE, APPLICATION, AND SERVICES ARE INTENDED FOR USE ONLY IN THE UNITED STATES OF AMERICA (USA). ALL OTHER USE IS PROHIBITED.

Our Terms are a legally binding agreement (“**Agreement**”) between you and M-A-N, governing your access to and use of the M-A-N website, including any subdomains, and any other websites (collectively, our “**Site**”) through which M-A-N makes its products and services available; our mobile, tablet, and other smart device applications, and application program interfaces (collectively, “**Application**”); and all associated products and services (collectively, our “**Services**”). Together, the Site, Application, and Services are referred to as the “**M-A-N Platform**” in this Agreement. Our collection and use of personal information in connection with your access and use of our M-A-N Platform is described in our [Privacy Policy](#), please read it carefully. Finally, the access to or use of certain areas and features of our M-A-N Platform may be subject to separate agreement terms, policies, standards, or guidelines and may require a subscription or special permission for access (“**Supplemental Agreement**”).

A Note to Home Buyers and Home Owners (“Consumers”). Welcome to the M-A-N Platform. As described in this Section, this Agreement applies to you and your access and use of the M-A-N Platform.

Acceptance: You accept and agree to comply with this Agreement by (1) clicking a box indicating acceptance, (2) accepting a Supplemental Agreement that expressly incorporates these Terms into that Agreement, (3) clicking a registration or new account submission button, or (4) otherwise accessing or using our M-A-N Platform. If you are accepting this Agreement as part of a Supplemental Agreement between your company, affiliate, or other entity and M-A-N (an “Enterprise Contract”), you represent that you have the authority to bind your entity, its employees, and affiliates to this Agreement, in which case the term “You” or “Member” will also refer to the entity’s employees and affiliates.

Changes to this Agreement. M-A-N reserves the right to modify this Agreement at any time in accordance with this provision. If we make changes to this Agreement, we will post the revised Terms on the Site and update the “Last Updated” date at the top of these Terms. We will also provide you with notice of the modifications at least fourteen (14) days before the date they become effective. Your continued access to, or use of, our M-A-N Platform will constitute acceptance of the Terms or any revised terms that may be posted. If at any time you disagree with the Terms, you may terminate this Agreement with immediate effect by ceasing to use the M-A-N Platform and taking action to terminate your account. This Agreement may not be modified unless expressly agreed to in writing by M-A-N.

Use of the site and services. Subject to full compliance with these Terms M-A-N grants authorized users a nonexclusive, nontransferable, non-sublicensable, terminable license to access and use the M-A-N Platform for your personal use. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Sites or Services or any of their content for any purpose except for your personal use and as described in these Terms of Use, without the express written consent of M-A-N. M-A-N may modify, update, suspend or discontinue the M-A-N Platform, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. M-A-N shall not be liable to any user or other third party for any such modification, update, suspension or discontinuance.

Use of M-A-N Services.

User conduct. As a condition of your access and use of the M-A-N Platform and your submission or access to any ratings, reviews, communications, information, data, text, photographs, audio clips, audiovisual works, or other materials on the M-A-N Platform (collectively, the “Content”), you agree not to use the M-A-N Platform for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by M-A-N. By way of example, and not as a limitation, you agree not to: violate these Terms of Use, other applicable agreement with M-A-N, and any applicable local, state, national or international law, and any rules and regulations having the force of law; use the M-A-N Platform in any manner that violates any relevant law or that infringes, misappropriates or violates any third party’s rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party’s rights of publicity, contractual rights, fiduciary rights or intellectual property rights; use the M-A-N Platform or its Content for any purposes not authorized by these Terms, including commercial, political, or religious

purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation; reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the M-A-N Platform for any commercial, educational, or any other non-personal purpose or any for any purpose unrelated to your personal purchasing decisions, without the express written consent of M-A-N, which consent may be withheld by M-A-N in our sole discretion; post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the M-A-N Platform or any activities conducted on the M-A-N Platform; harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with M-A-N, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating; knowingly provide or submit false or misleading information; use the M-A-N Platform if you are under the age of eighteen (18); take any action that would undermine the review and rating process under the M-A-N Platform; attempt to gain unauthorized access to the M-A-N Platform, other user accounts, or other computer systems or networks connected to the M-A-N Platform; use the M-A-N Platform in any way that could interfere with the rights of M-A-N or the rights of other users of the M-A-N Platform; attempt to gain unauthorized access to any portion or feature of the M-A-N Platform, or any other systems or networks connected to the M-A-N Platform or to any server used by M-A-N by hacking, password 'mining' or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other M-A-N Platform user; sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms; transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the M-A-N Platform; access, download, monitor, or copy any information contained on our M-A-N Platform through artificial means (including but not limited to use any 'deep-link', 'scraper', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process, or in any way reproduce or circumvent the navigational structure or presentation of the M-A-N Platform or any content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the M-A-N Platform; or probe, scan or test the vulnerability of the M-A-N Platform or

any network connected to the M-A-N Platform, nor breach the security or authentication measures on or of the M-A-N Platform or any network connected to the M-A-N Platform. You may not reverse look-up, trace or seek to trace any information on any other user of the M-A-N Platform, or any other customer of M-A-N, including any M-A-N account not owned by you, to its source, or exploit the M-A-N Platform or any service or information made available or offered by or through the M-A-N Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than your own information, except as expressly authorized by M-A-N and provided for by the M-A-N Platform.

When using, accessing, or purchasing particular services or features of the M-A-N Platform, you shall be subject to any posted agreements, guidelines, or rules applicable to such services or features that may be posted from time to time. All such agreements, guidelines, or rules are hereby incorporated by reference into these Terms.

You acknowledge that users may offer feedback and ratings of advertisers and businesses using the M-A-N Platform. You agree that any such statements or input shall be considered to be a User's bona fide opinion. You agree to hold M-A-N harmless from any statements or opinions offered or published by Users, whether published on the M-A-N platform or elsewhere.

Registration information. We may require that you create an account to use or access certain parts of the M-A-N Platform and use certain products and features. We may require that you provide login information such as a username and password to access and utilize your account. As a condition of your use of the M-A-N Platform, you agree to (a) provide M-A-N with true, accurate, current and complete information as prompted by the M-A-N's registration forms, when registering for or using the M-A-N Platform and (b) update and maintain the truthfulness, accuracy and completeness of such information. You are responsible for maintaining the confidentiality of any password or other account information not generally available to others and are fully responsible for all activities that occur under your username and password. While there are limited, legitimate reasons for creating multiple accounts, creating serial or overlapping accounts may result in account termination. Please contact us if you have questions about managing multiple accounts.

Submitting content. As a condition of submitting any Content or other materials to

the Sites or Services, you agree that: you grant to M-A-N a royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, incorporate such Content into other works; you grant to M-A-N all rights necessary to publish or refrain from publishing your name and address in connection with your Content; sublicense through multiple tiers the Content, and acknowledge that this license cannot be terminated by you once your Content is submitted to the M-A-N Platform; you grant to M-A-N all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction, distribution, or exploitation of your Content by any other party;

your name and report information may be made available to the public and to the Service Providers on which you report; you represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, M-A-N, and others as described and otherwise contemplated in these Terms; you represent and warrant that each person identified, depicted, or shown in in your Content, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Content consistent with these Terms; you are solely responsible for your reviews and ratings; M-A-N may, in its sole discretion, choose to remove or not to remove reviews and ratings once published; you will not submit any reviews that may be considered by M-A-N to be infringing, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violates any relevant law or right of any other party, or racially, ethnically or otherwise objectionable; all of your reviews and ratings will either be based upon (i) your actual first-hand experiences with the Service Providers you are reviewing or (ii) as provided below, an individual and that individual's actual first-hand experience with a health care or wellness provider whereby you have the legal authority to disclose such health information and experience of such individual; all of your reviews and ratings of the Service Providers that you are rating will be accurate, honest, truthful, and complete in all respects; you do not work for, own any interest in or serve on the board of directors of, any of the Service Providers for which you submit reviews and ratings; you are not in any way related (by blood, adoption or marriage, if the Service Provider is an individual) to any of the Service Providers for which you submit reviews or ratings; you have not received any form of compensation to post reviews and ratings; you will submit thorough and thoughtful reviews of the Service Providers you; you will not submit reviews that comment on other users or the reviews of other users; you will not submit reviews with hyperlinks; or the reviews and ratings that you provide do not

reflect the views of M-A-N, its officers, managers, owners, employees, agents, designees or other users.

Publication and distribution of content. M-A-N does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that M-A-N simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers. You understand that all Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that M-A-N does not control and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Service Provider Content.

You further acknowledge that M-A-N has no obligation to screen, preview, monitor or approve any Content posted or submitted by any other M-A-N member or any Service Provider. However, M-A-N reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will M-A-N be liable in any way for any Content, including, but not limited to, any Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against M-A-N relating to Content, and release M-A-N from any and all liability for or relating to any Content.

You may, however, report Content that you believe violates these Terms or is otherwise unlawful by visiting Member Support (for copyright complaints, please see below). Please note that you may be liable for damages (including costs and attorneys' fees) for unlawful misrepresentations. If you are uncertain whether an activity is unlawful, we recommend seeking advice of an attorney.

You agree that M-A-N may establish general practices, policies and limits, which may or may not be published, concerning the use of the M-A-N Platform. You agree that M-A-N has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the M-A-N Platform. You agree that M-A-N has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Fees and Payments. You may only use the M-A-N Platform if you have an active Account. M-A-N reserves the right to refuse, limit, or block any offer to purchase, obtain, or otherwise access the M-A-N Platform for any reason at its sole and absolute discretion. Payment of fees or subscription costs may be made via payment card or ACH debit.

When you purchase or subscribe to the Services, including a recurring subscription, the price payable is the price indicated on our M-A-N Platform at the time your order is placed ("Purchase Price"). By submitting an order to M-A-N and providing your payment method information, you acknowledge that:

- you are authorized to use the Service that you are purchasing;
- you have confirmed the details of your purchase and the Services you have ordered;
- you have read and accepted this Agreement and Privacy Policy, and any applicable Supplemental Agreement;
- your email address, and billing and payment method information are true and accurate;
- you are authorized to use such payment method;
- you authorize M-A-N to collect the Purchase Price either directly, by charging the payment method you provide or your default payment method on file, or indirectly via our third party payment processor(s).
- you are responsible for all purchases of Services made by you or otherwise attributable to your payment method, except unauthorized activity which is not your fault; and,

- you are responsible for ensuring the accuracy of your order history and for saving a copy of your history for your records. If you have questions regarding your transaction history, please contact Customer Support at Support@myalliance.network
- In certain situations, you may be required to enter into unique payment processing agreements with M-A-N or our third party payment processor(s).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT M-A-N CONTRACTS USES THIRD PARTY VENDORS TO PROCESS YOUR PAYMENT TO M-A-N THROUGH THE USE OF A PAYMENT CARD OR ACH. YOU AGREE THAT SAID PROCESSORS MAY COLLECT A CONVENIENCE FEE OR OTHER ROUTINE FEE IN CONJUNCTION WITH THE TRANSACTION.

Service providers. M-A-N does not endorse and is not responsible or liable for any Content, data, advertising, products, goods or services available or unavailable from, or through, any third party or Service Provider (which includes, but is not limited to, health care and wellness providers). You agree that should you use or rely on such Content, data, advertisement, products, goods or services, available or unavailable from, or through any third party or Service Provider, M-A-N is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Provider exclusively and do not involve M-A-N. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging Service Providers.

Third parties and Service Providers may link or otherwise direct users to our M-A-N Platform for the purpose of utilizing one or more of the services we provide on behalf of others. Additionally, we may provide links or otherwise direct you to third party or Service Provider websites. M-A-N does not control or operate any such third party or Service Provider websites. Any information you provide to these third party or Service Provider websites while on these third party or Service Provider websites is subject to the respective policies of those third parties or Service Providers, and not M-A-N's policies. It is your responsibility to review such third party or Service

Provider policies, including any relevant privacy policies. You agree that M-A-N will not be responsible or liable for, and does not endorse any content, advertising, goods or services provided on or through these outside websites or for your use or inability to use such websites. M-A-N does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party or Service Provider sites. You use these third party or Service Provider websites at your own risk.

You agree that M-A-N is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for your interactions and dealings with them, waive the right to bring or assert any claim against M-A-N relating to any interactions or dealings with any Service, and release M-A-N from any and all liability for or relating to any interactions or dealings with Service Providers.

Without limiting the foregoing, your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third parties or Service Providers found on or through the use of the M-A-N Platform, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that M-A-N shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties or Service Providers on the M-A-N Platform.

Termination. M-A-N may terminate your privilege to use or access the M-A-N Platform immediately and without notice for any reason whatsoever. Upon such termination, you must immediately cease accessing or using the M-A-N Platform and agree not access or make use of, or attempt to use, the M-A-N Platform. Furthermore, you acknowledge that M-A-N reserves the right to take action — technical, legal or otherwise — to block, nullify or deny your ability to access the M-A-N Platform. You understand that M-A-N may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to M-A-N.

All provisions of these Terms which by their nature should survive termination shall survive the termination of your access to the M-A-N Platform, including, without

limitation, provision regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

COMPLIANCE

No Referrals Permitted. You represent and warrant that you shall not use the M-A-N Platform in order to engage in any activity that would constitute an unlawful “referral of business” as defined by the Real Estate Settlement Procedures Act of 1974 (“RESPA”) and Regulation X, and that your use of the M-A-N Platform shall not cause you to either give or receive anything of value in exchange for the referral of business opportunities. Further, you acknowledge and agree that any fee you pay to M-A-N, is limited to the fair market value of the M-A-N Services provided to you and does not represent any payment of a fee, kickback, or other thing of value for the referral of settlement services.

Adherence to Legal Guidelines. When accessing or using the M-A-N Platform, you agree to comply with all applicable laws and regulations governing residential real estate sales and financing, including, but not limited to, the Truth in Lending Act, RESPA, the Gramm Leach Bliley Act, the Fair Credit Reporting Act, and applicable laws regarding fair lending and equal housing opportunity. You are solely responsible for compliance with any and all laws, rules, regulations, and obligations that may apply to your use of our M-A-N Platform. Further, if required by applicable law to be licensed as a “mortgage originator,” or real estate agent or broker, or title/escrow agent or broker, then you represent and warrant that you have such valid licensure and that you will maintain your license(s) and otherwise be in good standing during the Term of this Agreement. In addition, you agree that M-A-N may, at its sole discretion and to the extent permitted by law, access, preserve, and disclose your Content, Public Profile, usage history, and the use of our Content in order to (a) comply with any applicable law, regulation, legal process, or government request; (b) respond to claims that any such usage violates applicable legal guidelines or the rights of third parties; and (c) enforce this Agreement.

RESPA. Certain vendors and Suppliers featured on the M-A-N Platform are considered to be “settlement services providers” as that term is defined by federal law. It is unlawful to give or receive any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or a part of a real estate settlement service involving a federally related mortgage loan shall be referred to any person.

M-A-N has classified settlement services providers as being “Restricted Vendors” for purposes of advertising and the payment of fees or commissions associated with their services. It is agreed that alternate advertising fees and corresponding premiums related to Restricted Vendors shall be in effect, and it is agreed that all users shall adhere to accepted legal guidelines with respect thereto. M-A-N shall fully comply with the spirit and letter of RESPA and Regulation X.

It is further agreed that non-Restricted Vendors may advertise on the M-A-N platform and participate in revenue sharing and other opportunities intended to provide premiums to Users who may select or utilize a non-Restricted Vendor. Users hereby consent to any such revenue sharing or payment of referral or use premiums whether by, to or from M-A-N or any non-Restricted Vendor and User.

ADDITIONAL TERMS

Notice for California users. Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Services are provided by My Alliance Network, Inc. If You have any questions, concerns, or complaints regarding the Services, please contact M-A-N by either visiting Member Support or sending a letter, first class certified mail, to M-A-N at support@myalliance.network, Attn: Customer Care.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Trademarks and copyrights/Intellectual Property. M-A-N may, at its sole discretion, enable users to (i) create, upload, post, link, share, and store content such as text, photos, contact information, graphics, videos, or other materials and information on or through our M-A-N Platform and (ii) access and view content that M-A-N makes available on or through our M-A-N Platform, including proprietary M-A-N content and any content licensed or authorized for use by or through M-A-N from a third party (collectively “Content”).

The Content and all other intellectual property rights in, on, or to our M-A-N Platform

are the exclusive property of M-A-N, M-A-N's licensors, and/or M-A-N's partners and is protected by copyright, trade dress, patent and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You may not distribute, license, sell, transfer, publicly display, modify, reproduce, sell, transmit, publish, copy, create derivative works from, decompile, disassemble, reverse engineer, or otherwise use in any other way for commercial or public purposes any information, software, products, or services obtained from our M-A-N Platform, including the Content, unless expressly authorized by M-A-N in this Agreement. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices incorporated in or accompanying our M-A-N Platform or otherwise provided to you by M-A-N.

M-A-N, and other M-A-N Platform graphics, logos, designs, page headers, button icons, scripts, and service names are the trademarks or trade dress of M-A-N in the U.S. and/or other countries. These trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, keyword advertisements, or email addresses, or in connection with any product or service in any manner that is likely to cause confusion.

You should assume all Content and material made available on the M-A-N Platform is protect by copyright law. Aside from user-submitted Content, all other materials and other information on the M-A-N Platform, including, but not limited to, all text, graphics, logos, icons, images, audio and video clips, downloads, data compilations and software are the exclusive property of M-A-N and/or its licensors and are protected by all United States and international copyright laws.

Notices. You agree that M-A-N may communicate any notices to You under these Terms, through electronic mail, regular mail or posting the notices on the Site. All notices to M-A-N will be provided by sending a letter, first class certified mail, to M-A-N at support@myalliance.network , Attn: Customer Care. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), M-A-N will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:

My Alliance Network

If You are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that Your work's copyright or trademark has been infringed, please report Your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
- 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 us to locate the material;
- information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
- a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

M-A-N will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

User feedback. We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the M-A-N Platform (“Feedback”). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

Warranties and disclaimers. You acknowledge that M-A-N has no control over, and no duty to take any action regarding: which users gain access to or use the M-A-N Platform; what effects the content on or in connection with the M-A-N Platform may have on you; how you may interpret or use the content on or in connection with the M-A-N Platform; or what actions you may take as a result of having been exposed to the content on or in connection with the M-A-N Platform. You release M-A-N from all liability for you having acquired or not acquired content or information through the M-A-N Platform. The M-A-N Platform may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. M-A-N makes no representations concerning any content contained in or accessed through the M-A-N Platform, and M-A-N will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the M-A-N Platform. M-A-N makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein.

YOU ACCESS AND USE THE M-A-N PLATFORM AT YOUR OWN RISK. THE M-A-N PLATFORM ARE PROVIDED ON AN ‘AS IS, AS AVAILABLE’ BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER M-A-N NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON OR IN CONNECTION WITH THE M-A-N PLATFORM, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF

THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF M-A-N, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. WE ARE NOT LIABLE FOR CRIMINAL, TORTUOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THE M-A-N PLATFORM. IN NO EVENT WILL M-A-N OR ANY OF ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD-PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTUOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL M-A-N OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE M-A-N PLATFORM.

ANY MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE M-A-N PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM M-A-N OR THROUGH OR FROM THE SITES AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

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DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and M-A-N each agree to notify the other party of the dispute and attempt to negotiate an informal resolution first. We will contact you at the email address you have provided to us; you can contact M-A-N' customer service team by emailing us. If after a good faith effort to negotiate, one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

Agreement to Arbitrate. You and M-A-N mutually agree that any dispute, claim, or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement, or interpretation thereof, or to the use of the M-A-N Platform (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and M-A-N agree that the arbitrator will decide that issue.

Exceptions to Arbitration Agreement. You and M-A-N each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack)