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The Company Sites and Materials are not intended for or directed towards children under 18 years of age. By accessing or using the Company Sites and Materials, you affirm that you are over the age of 18.

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## INDEMNIFICATION

As a condition of your use of the any of the Company Sites and Materials, you agree to indemnify and hold the Company and the Company Affiliates harmless for any losses, claims, judgments, costs, damages, and expenses (including attorneys' fees) caused by or resulting from (a) your violation of these Terms; (b) your use or reliance upon any of the Company Sites and Materials; (c) your violation of the rights of any third party, (d) any claim that one of your User Submissions caused damage to a third-party, or (e) any claim or demand by a third-party arising out of your use of any third-party website. This obligation to indemnify and hold harmless will survive the expiration or termination of these Terms and your cessation of use of the Company Sites and Materials.

## TERM AND TERMINATION

Except as otherwise specified herein, these Terms commence on your first use of any of the Company Sites and Materials and continue until you cease to use the Company Sites and Materials or your subscription, if any, expires or has been terminated, whichever is later.

The Company may terminate your access to and use of the Company Sites and Materials at any time. Cause for such termination shall include, but not be limited to (i) breaches or violations of these Terms or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities or (iii) violation or unauthorized use of copyrights or other intellectual property. Cancellation or termination of your account, services or subscriptions by the Company shall not relieve you of any obligation to pay any accrued fees or charges. You may not access or use the Company Sites and Materials after termination or notification of the same.

## MISCELLANEOUS

These Terms and the Code of Conduct referenced herein constitute the entire agreement between you and the Company relating to your use of the Company Sites and Materials and supersedes any and all prior or contemporaneous written or oral agreements on that subject between us. If any provision of the Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

The laws of the [State of California], without reference to conflicts of law rules, govern the Terms and any dispute of any sort that might arise between you and us. **Except as otherwise provided herein, you agree that any controversy or claim, whether at law or equity, arising out of or related to the provision of services or materials by Company, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.**

You and We agree that our sole relationship is a contractual one governed by these Terms and the Code of Conduct. Any controversy or claim arising out of or related to the provision of services or materials by Us shall be resolved solely based on these Terms.

Except as otherwise provided herein, any controversy between the parties arising out of the Terms shall be submitted to the American Arbitration Association (“AAA”) for arbitration in [Los Angeles, California], in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes. The costs of the arbitration, including any AAA administration fee, the arbitrator’s fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. Judgment on the award may be entered in any court of competent jurisdiction. Attorneys’ fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of the Terms nor to grant any remedy which is either prohibited by the Terms, or not available on the basis of applicable law. The arbitrator shall not have the power to make any award or grant any remedy on the basis of equity.

Notwithstanding anything to the contrary in the AAA Rules, you and We agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, except to the extent necessary to enforce this arbitration provision, arbitral award or other rights of the parties, or as required by law or court order. This confidentiality provision does not foreclose the AAA from reporting certain consumer arbitration case information as required by state law.

Notwithstanding the foregoing, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, or any third-party’s intellectual property or other proprietary rights. You and the Company agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within [Los Angeles County, California], and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

