

WhatsGood™ Terms and Conditions of Use

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Thank you for your interest in using WhatsGood™ (“WhatsGood”), a product of Crave Food Systems™ Corporation (“we,” “us,” “CFS”). The following Terms and Conditions of Use (“Terms of Use”) govern your access to and use of the WhatsGood Platform (“Website”, “Site”, “Platform” or “app”) and the services offered on the Platform (“Services”). In these Terms of Use, the words “you” and “your” refer to each customer, user, site guest or visitor.

Please read these terms of use carefully before using this Site. These Terms of Use, including all documents referenced herein, represent the entire understanding and agreement between you and CFS regarding your use of this Platform and supersede any prior statements or representations. This Platform's Privacy Policy is referenced in these Term of Use. Authorization to use this platform is contingent upon your legally-binding agreement to these Terms of Use.

Consent to Terms of Use

By registering for a WhatsGood account, you agree that you have read and understood the Terms of Use and agree that you will comply with them for as long as you use WhatsGood. Checking the acceptance box when you register for your account signifies your acknowledgment that you have read these Terms of Use, your acceptance of these Terms of Use and your acknowledgment that you are legally bound by them.

Changes to the Terms of Use

We reserve the right to modify these Terms of Use without prior individual notice. We will post changes to the Terms of Use on the Platform and changes will become effective once posted. Your continued access to or use of the Platform will be deemed as acceptance by you of the then-current Terms of Use. It is your responsibility to review these Terms of Use often so that you remain abreast of any changes. You can tell when the Terms of Use were last modified by checking the “last updated” date that appears at the top.

Use of this Platform

Access to, distribution and/or use of this Platform is subject to all applicable laws and regulations. To the extent that access to, distribution and/or use of this Platform would be deemed illegal by applicable law, such access, distribution and/or use is prohibited. Each time you visit any area on the Platform and/or register for any interactive functionality of the Platform, you are deemed to have confirmed your acceptance to these Terms of Use and the Platform's Privacy Policy.

By having accepted these Terms of Use, and/or entering and participating in the activities offered on this Site, you affirm, represent and warrant that: (a) you are 18 years of age or older; (b) all information you submit via the Site will be truthful and accurate (and you will maintain the accuracy of such information); (c) you will abide by these Terms of Use; (d) your use of the Platform will not otherwise violate any applicable law, rule or regulation; and (e) if you are using the site on behalf of a business, you have the legal authority to bind that business to these Terms of Use.

Description of Services

WhatsGood provides an interactive environment where purveyors (“sellers”) may publish their available inventory in real-time online, accept and process orders, track payments from new and existing customers and manage and

coordinate delivery or pick-up of their products with buyers. WhatsGood enables purchasers (“buyers”) to discover new products and purveyors, shop for products, view producers' real-time availability and manage their purchases on a single, easy-to-use platform.

Ownership of the Platform and Services

This Platform, the Services and all intellectual property rights to the Platform and Services (collectively, "Materials") are owned or licensed by CFS. We hereby grant you permission to use the Platform as set forth in these Terms of Use, but nothing in these Terms shall be construed to confer upon you any license of or under any of our intellectual property rights in the Materials.

You acknowledge that you have no ownership rights in the Materials. You further understand and agree that you will not use any trademarks, trade names, services marks, copyrights, logos or any other intellectual property in any manner that creates the impression that such items belong to or are associated with you, except as otherwise provided and with our express consent.

CFS maintains ownership of platform data and, as an active user on the WhatsGood platform, you have full access to all of your orders, connections and requests, sales, messages and any other information transacted across the platform through your dashboard.

Except as otherwise indicated on this Platform, copying, reproducing, uploading, downloading, transmitting or any other use of this Platform or of any of the Material, in whole or part, without our express permission, is prohibited. You may download our digital files as expressly permitted and may access and download your own documents as contemplated herein. Any unauthorized access to, use or copying of this Platform and/or the Materials may subject you to liability under applicable law, and may result in legal action.

Ownership of Your Content

In connection with your use of the Platform and our Services, you may upload and/or submit photographs, logos, contact information, certifications, commentary and other content to the Platform (your “Content”). You may access and change your Content at any time. By agreeing to these terms, you certify that all depictions of your products and services are accurate and true. CFS is not responsible for verifying user depictions.

You are legally responsible for your Content and shall use it as contemplated in these Terms and Conditions. We are not responsible for your Content. You have and will retain full ownership of your Content, subject to the ownership rights of third parties. You represent and warrant that you have all the rights necessary to your Content. You are also responsible for any of your Content that may be lost or unrecoverable through your use of the services. You are encouraged to archive your Content regularly and frequently.

CFS is not responsible for non-factual content or misrepresentations made by any users. If users report non-factual content or misrepresentations to us in writing, CFS may make a reasonable effort to investigate and take action with the accused account. If we find a report of non-factual content or misrepresentation to itself be inaccurate, non-factual, or intentionally misleading, the account-holder, if a WhatsGood user, will first be warned in writing not to make further inaccurate, non-factual, or intentionally misleading reports. If that user makes further inaccurate, non-factual, or intentionally misleading reports, the account-holder may be expelled from the WhatsGood Marketplace and from any other CFS programs.

In order to provide you with the Services, we may need to access or otherwise process your Content. By accepting these Terms of Use, you agree that we are permitted to access your Content for the purpose of providing the Services. This use and permission do not give us any ownership rights in or to your Content, however, by providing your Content

to this site, you grant us a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license to use, reproduce, modify, adapt, publish, create derivative works and distribute your Content or portions of your Content in any form or medium known or later developed, in accordance with the terms of these Terms of Use and the actions and transactions contemplated herein. You agree that this license includes a right for us to make your Content available to other companies, organizations or individuals with whom we have relationships for the provision of services and to use Content in connection with the provision of your services.

Provision of the Services

We seek to provide the best possible experience for all users. You acknowledge and agree that the form and nature of the Services that we provide may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that we reserve the right to deactivate your account, at our sole discretion, at any time due to account dormancy, failure to update inventory lists or take action on pending requests, failure to pay outstanding invoices to us or other Users, violating any of the Terms of Use or any other reason that we determine your account should not remain active. You will not be notified of this, and will receive a message to contact our support staff if you attempt to login after account deactivation. You may be eligible for account reactivation at that time, pending our approval. We may disable your account, with no notice to you if, in our sole and subjective discretion, you are in violation of any of the Terms of Use.

You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the Services, your account details or any files or other content that is contained in your account. You acknowledge and agree that while we may not currently have a fixed upper limit on the amount of storage and data space on the site allotted to you to be used for the provision of any Service, such fixed upper limits may be set by us at any time, at our discretion.

Your registration of a valid account, until cancellation or termination of that account, permits you the right to use the Software ("Software") that we provide to you as part of the Services. These Terms of Use do not grant you any right, title or interest in or to the Software, the Services or the other Content on the Site. Unless we have given you specific written permission to do so, you may not sell, transfer, assign or grant a license of your rights to use the Software or Services, grant a security interest in or over your rights to use the Software or Services, or otherwise transfer any part of your rights to use the Software or Services.

Registration and Passwords

In order to access and use the Services, you will be required to register and to provide specific information. All information about you must be truthful, and you may not use any aliases or other means to mask your true identity. You must safeguard any access codes or passwords at all times. You are responsible for restricting access to your computer and account, and you agree to accept responsibility for all activities that occur under your account or passwords. Please contact us for assistance with lost or forgotten passwords.

Your Privacy

The information you provide (business or personal, name, address, photos, etc) to us is subject to our Privacy Policy. We will not share your personally identifiable information with any third party vendor without first obtaining your permission.

Obligation for Buyers and Sellers

WhatsGood is free for Sellers, who may create their account and list products for free, with no transaction fee or credit card processing fees charged for retail sales. Retail customers ("Consumers" or "Buyers") will pay a small Food System Fee on each order placed, which covers the marketplace and credit card processing fees associated with their order. Buyers and Sellers may cancel their account at any time with no fee. Additional optional features and functions within

the Platform may be offered in the future for a small fee. Terms and fees for any additional features or functions may be outlined in a separate agreement, or in an updated version of this document.

Fees may apply if Sellers wish to activate certain tools on the marketplace, for which the Seller will be charged automatically to the payment account they have previously authorized. We do not require Sellers to sell their products exclusively through the Site. However, if a Buyer reports that a Seller has not fulfilled an order received on the Site, we may, in our sole and absolute discretion, deactivate that Seller's account.

Representing Yourself, Your Business, and Your Listings Honestly

At Crave Food Systems, we value transparency. Transparency means that you honestly and accurately represent yourself, your items, and your business.

By selling on WhatsGood, you agree that you will:

- Provide honest, accurate information in your business profile.
- Honor WhatsGood Terms and Conditions of Use.
- Accurately represent your items in listings and listing photos. If you are selling local beef, accurately disclose whether it is grass fed or grass finished. If any product you are selling was not grown or produced by you, its origin must be annotated.
- Respect the intellectual property of others. If you feel someone has violated your intellectual property rights, you can report it to WhatsGood.
- Do not create duplicate listings.
- Do not set pricing in coordination with other purveyors.

General Terms

Sellers are responsible for maintaining updated pricing for each item sold through WhatsGood ("Purchase Amount"). We are not directly involved in any transaction between Sellers and Buyers. Buyers and Sellers are responsible for ensuring buyers are within their delivery range, arranging delivery schedule, payment for goods and delivery charges and all other matters related to the transaction between them. As a result, we have no control over goods listed on the site, the validity of claims made by Sellers or the ability of both Sellers and Buyers to carry out the transactions agreed to on the Sites. Therefore, we cannot ensure that a Seller or Buyer will actually complete a transaction and are not responsible for the transfer of legal ownership of goods from Seller to Buyer. We are not responsible for validating, enforcing, or otherwise carrying out any purchases made through the Site or for payments or payment terms or pricing of goods under any circumstance.

We are not responsible for connecting Buyers with Sellers. We send Buyers an email notifying them of pending connection requests from Sellers. All further communication between Sellers and Buyers is the responsibility of the Buyers and Seller themselves. Buyers will request to connect with Sellers, and it is the Sellers' responsibility to view the Buyers' information and decide whether to accept their request, ensuring their location is within their delivery range or that they dictate other delivery arrangements upon connecting. Sellers understand that once connected with a Buyer, a Buyer is able to view their inventory, pricing, and all other information posted on their profile. Sellers may exclude private information from their profiles, as outlined in the Privacy Policy.

Payments and Processing

We may charge fees to Sellers for use certain Services, as listed above in "Obligation for Buyers and Sellers". By using this site, you (a) agree to pay all fees applicable to any and all transactions to which you, or your agent(s), successor-

interest, or affiliate(s), if any, are a party, and (d) accept and agree to be bound by the payment terms and conditions in the Terms of Use.

Payment processing services for users on WhatsGood are provided by Stripe and are subject to the Stripe Connected Account Agreement <<https://stripe.com/us/connect-account/legal>>, which includes the Stripe Terms of Service <<https://stripe.com/us/legal>> (collectively, the “Stripe Services Agreement”). By agreeing to this agreement or continuing to operate as a WhatsGood user, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of WhatsGood enabling payment processing services through Stripe, you agree to provide WhatsGood accurate and complete information about you and/or your business, and you authorize WhatsGood to share it and transaction information related to your use of the payment processing services provided by Stripe.

Refunds

For product or service disputes, contact our customer support at support@sourcewhatsgood.com. Refunds will be considered on a case by case basis by the selling party. Crave Food Systems cannot guarantee approval or issuance of any refunds.

Privacy and Communicating with Other WhatsGood Users

Business Messaging

You can use WhatsGood Business Messaging to communicate directly with other WhatsGood members.

Business Messaging may not be used for the following activities:

- Sending unsolicited advertising or promotions, requests for donations, or spam.
- Harassing or abusing another member or any form of discrimination.
- Contacting someone after they have explicitly asked you not to.
- Interfering with a transaction or the business of another member.

Interference with Other Members

Interference occurs when a member intentionally interferes with another member’s listing in order to drive away their business. Interference is strictly prohibited on WhatsGood.

Examples of interference include:

- Contacting another member via WhatsGood Business Messaging to warn them away from a particular member, shop or item.
- Posting in public areas to demonstrate or discuss a dispute with another member
- Maliciously clicking on a competitor's listings and creating false purchases.

Harassment

Any use of WhatsGood Business Messaging to harass other members is strictly prohibited. Similarly, Business Messaging may not be used to support or glorify hatred. If you receive a Business Message that violates this policy, please let us know immediately.

Violation of our Interference or Harassment policies may result in temporary or permanent removal from the WhatsGood and/or White Label user platform.

Compliance with Local Laws

You acknowledge that it is your responsibility to ensure that the use of WhatsGood is permitted under the laws of your jurisdiction and you agree to indemnify and hold Crave harmless if your use of the Service is in violation of law. You agree that any products and services being transacted across the platform are done so within the limits of the federal, state and local laws.

Age of Consent

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

Termination of Cancellation of Account By Sellers or Buyers

Sellers or Buyers may cancel their accounts at any time, at their sole discretion, by sending an email to support@sourcewhatsgood.com requesting to cancel account. We reserve the right to terminate a Seller or Buyer's account in accordance with stipulations outlined in Provision of the Services paragraph above.

Links

The Platform may contain links to other websites and social media features (collectively, "third party websites") that are not controlled and/or maintained by us. Access to and use of such other third party websites is at your own risk and subject to any terms of use and privacy policies which govern those websites. By providing these links, we shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or their services or products, or any facts, views, advice, information, promotions and/or products found on those websites. We are not responsible for the content contained on any third party websites, or for the failure of any product or service offered for sale or advertised on any third party websites or for any damages that may result therefrom. Copyrights in the materials or information on third party websites are owned by other organizations. Moreover, third party websites may have privacy policies or terms of use that differ from those of the Website and/or may provide their users with less security than the Website. Accordingly, you should review the privacy policies and terms of use on such third party websites before using them.

Promotional Rights

By using this system, we reserve the right to promote our users and products on social media sites and other marketing materials, which may include using a user's name or logo. Any users which do not wish to be featured in such materials may write to support@sourcewhatsgood.com to request that they be excluded from any promotions, ads, posts or other marketing materials by us.

Your Responsibilities

You must be a registered user to access and use the Services. You are responsible for your Content and your communications with others while using the Platform and the Services. You agree not to submit any Content that: (i) is known to you to be false, inaccurate or misleading; (ii) infringes anyone's copyright, patent, trademark or other intellectual property rights; (iii) violates any law, statute, ordinance or regulation; and (iv) is or may reasonably be considered to be libelous, defamatory, obscene, abusive or otherwise constitutes or advocates illegal activity.

You are responsible for ensuring that you have all necessary rights and permissions from third parties whose content you submit to the Platform.

You are responsible for maintaining and, to the extent applicable to your activities, safeguarding the confidentiality of your Content.

You are responsible for ensuring that your conduct is in compliance with any rules, regulations or laws applicable to your business or profession.

By accepting a "connection request" from a wholesale purchaser, you are giving permission for that purchaser to view your prices. It is your responsibility to ensure you are not connected to any accounts that you do not wish to share this information with. You understand that retail purchasers do not need to request to connect in order to view your inventory and pricing information.

You are responsible for undertaking suitable precautions to scan for computer viruses and maintaining a backup of all data and/or your equipment. You agree that you will not upload any spyware or malicious Software to the Site.

You are responsible for maintaining the confidentiality of your password and account information, and you agree that you will restrict access to your computer to avoid disclosure of such. You further agree that you will be responsible for all activity taken under your password and/or account.

Warranties and Limitation of Liability

THIS PLATFORM, ALL MATERIAL CONTAINED ON THIS PLATFORM, ALL SERVICES PROVIDED ON THIS PLATFORM AND ALL LINKS OR OTHER ITEMS RELATED THERETO ARE TRANSMITTED AND DISTRIBUTED "AS IS" AND TO THE FULLEST EXTENT PERMITTED AT LAW WITHOUT GUARANTEES, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, THAT THE PLATFORM AND/OR ITS FEATURES AND FUNCTIONS WILL BE AVAILABLE FOR USE OR WORK AS DESCRIBED. THERE ARE NO GUARANTEES, REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS REGARDING TITLE, SECURITY, ACCURACY, ACCEPTABLE QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE PLATFORM OR THE MATERIALS CONTAINED HEREON. ANY INFORMATION CONTAINED WITHIN OR ON THIS PLATFORM IS SUBJECT TO AMENDMENT, REVISION OR UPDATING. WE RESERVE THE RIGHT TO SUSPEND OR WITHDRAW ACCESS TO THE PAGES OF THIS PLATFORM WITHOUT NOTICE AT ANY TIME AND TO THE FULLEST EXTENT PERMITTED AT LAW, AND WE ACCEPT NO RESPONSIBILITY FOR THESE PAGES NOT BEING AVAILABLE AT ALL TIMES. CFS DOES NOT WARRANT THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

NEITHER CFS (INCLUDING ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES), NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE, SHALL BE LIABLE FOR ANY ALLEGED DAMAGE OR INJURY WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY COMPENSATORY, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL AND/OR ANY OTHER DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE OR ACCESS THIS PLATFORM OR FROM ANY MATERIALS CONTAINED HEREON OR FROM ANY COMPUTER VIRUS, MALFUNCTION OR OTHER FAILURE. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, IN WHICH CASE THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WE MAKE NO GUARANTEES, WARRANTIES, REPRESENTATIONS OR CONDITIONS ABOUT THE ACCURACY OR SUITABILITY FOR ANY PURPOSE OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND TO THE FULLEST EXTENT PERMITTED BY LAW ASSUMES NO LIABILITY OR RESPONSIBILITY

FOR (I) MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER FROM ACCESS TO, REPRODUCTION, DISTRIBUTION AND/OR USE OF THIS PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO, REPRODUCTION, DISTRIBUTION OR USE OF OUR SECURE SERVER AND/OR ANY PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREON, (IV) ANY INTERRUPTION OF OR CESSATION OF THE SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED VIA THE SITE AND/OR BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR ANY LOSS OF TRANSMITTED INFORMATION OR DATA, OR DAMAGE THAT IS THE RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE BY OR THROUGH THE PLATFORM.

We are not responsible for any damages or loss related to your reliance on any outdated version of these Terms of Use, including, but not limited to, any outdated version of our Privacy Policy.

Certain jurisdictions prohibit the limitation of liability for certain types of damages or prohibit waivers against future fraud, and accordingly, such limitations or waivers may not apply to you. In such jurisdictions, our liability is limited to the greatest extent allowable under applicable law.

Indemnity

You will indemnify us, and each of our parent, subsidiary and affiliated entities, furnishing entities, officers, directors, members, employees, representatives, licensees, agents, successors, assignees and partners, from and against any and all claims, demands, losses, liabilities, damages, costs and expenses (including but not limited to attorney's fees) suffered, incurred or brought against any one or more of them by a third party relating to, or arising from or in connection with: (i) your breach or alleged breach of any of your representations and/or warranties set forth in these Terms of Use; (ii) your Content; (iii) your use of the Platform; and/or (iv) any violation of these Terms of Use. You agree that your representations and warranties, and your obligation to indemnify us, shall survive beyond any term for which these Terms of Use are in effect.

Electronic Communications

When you communicate with us electronically or use WhatsGood, via email or otherwise, you consent to receive electronic communications from us. You agree that all communications (including, but not limited to all notices, agreements and disclosures) that we provide to you electronically satisfy any legal requirement that such communication be in writing. We encourage you to retain your own copies of relevant information and Content.

Acquisition of Business

In the event that CFS and/or any of its affiliated entities is involved in a merger, acquisition, consolidation, restructuring, reorganization, liquidation, sale or similar transaction relating to any portion of its business and/or assets, you hereby acknowledge and agree that this Platform, all data collected on this Platform, and all rights of CFS and its affiliated entities hereunder may be included in the assets of, and/or transferred pursuant to, such transaction. If that occurs, we will post a notice to such effect on this Platform.

Contact Us

If you have any questions concerning this Platform or any of the policies set forth in these Terms of Use, please contact us at support@sourcewhatsgood.com.

Copyright Infringement - Notice and Take-Down Policy

WhatsGood values intellectual property and respects the intellectual property rights of others, and will remove materials on its Platform that infringe the copyrights of others. If you believe that your copyrighted material has been infringed by material contained on this Platform, then pursuant to Title 17, United States Code, § 512, you may notify WhatsGood's Designated Agent in writing as follows:

Name of Designated Agent: William Araujo

Electronic Mail Address: support@sourcewhatsgood.com

In your notice, you must include the following:

- A physical or electronic signature of the owner of an exclusive right that is being infringed or of a person authorized to act on behalf of such owner.
- Identification of the copyrighted work(s) that is (are) allegedly being infringed.
- Identification of the materials that are causing the infringement and that are to be removed, along with sufficient information to allow us to locate such materials.
- Contact information (i.e., name, address, email address) sufficient to enable us to contact you.
- A statement to the effect that you have a good faith belief that the complained of use of the material was not authorized by the owner of the copyright, its agent or the law.
- 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 the exclusive right that is allegedly being infringed.

Use in the United States

This Platform is intended for use within the United States, and we control and operate the Platform from the United States. We make no representation that materials on the Site are appropriate or available for use outside the United States. If you choose to access this Site from outside the United States, you do so at your own risk and are responsible for compliance with local laws, if and to the extent local laws are applicable.

U.S. Export Controls

Software from or related to this Platform may be subject to United States export controls or the export controls of other countries from where you access the Site. No Software may be downloaded from the Platform or otherwise exported or re-exported in violation of U.S. or other countries' export laws, as applicable. Downloading or using the Software is at your sole risk.

Disputes and Governing Law

Use of this Platform and these Terms of Use shall be governed by the laws of the State of Rhode Island of the United States of America, without regard to its conflict of law provisions. In the event that any portion of these Terms of Use are deemed unenforceable, unlawful or void by a tribunal of competent jurisdiction, in any jurisdiction for any reason, unless narrowed by construction, such portion of these Terms of Use shall, for purposes of such jurisdiction only, be construed as if such invalid, prohibited or unenforceable portion had been more narrowly constructed so as not to be invalid, prohibited or unenforceable (or if such provision cannot be drawn narrowly enough, the tribunal making any such determination shall have the power to modify such portion of these Terms of Use to the extent necessary to make such portion of these Terms of Use enforceable in such jurisdiction, and such portion shall then be applicable in such modified form in such jurisdiction). If, notwithstanding the foregoing, any such portion of these Terms of Use would be held to be invalid, prohibited or unenforceable in any jurisdiction for any

reason, such portion, as to such jurisdiction only, shall be ineffective to the extent of such invalidity, prohibition or unenforceability, without invalidating the remaining provisions set forth in these Terms of Use. No narrowed construction, modification or invalidation of any portion of the Terms of Use shall affect the construction, validity or enforceability of such portion in any other jurisdiction. No waiver by us of any term or condition of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or of any other term or condition, and our failure to assert any right or demand compliance with any provision of these Terms of Use shall not be deemed to constitute a waiver of any such right or provision.

Except where prohibited by law, as a condition of you clicking acceptance of these Terms of Use and/or accessing and/or using this Platform, you agree that (1) any and all disputes and causes of action arising out of or connected with this Platform shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration in Rhode Island within one year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association; and (2) judgment upon such arbitration award may be entered in any court having jurisdiction. To the fullest extent permitted by law, no arbitration brought pursuant hereto shall be joined to any other action or arbitration.

To the fullest extent permitted at law, under no circumstances will you be permitted to obtain an award for, and by accessing and/or using the Site you waive all rights to claim, punitive, incidental, consequential or any other damages (including multiplied and/or increased damages and/or attorneys' fees and court costs) for, any dispute or cause of action that you may have that relates in whole or part to this Platform and/or the Materials. Notwithstanding anything to the contrary set forth in these Terms of Use or otherwise, your recovery with respect to any and all claims, judgments, and awards for which you are entitled shall, to the fullest extent permitted at law, be limited to your actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

Notwithstanding anything to the contrary set forth in these Terms of Use, we may at any time seek injunctive or other appropriate relief against you and/or against others, in any state or federal court in the state of Rhode Island and/or in any other court chosen by us, in the event that we believe that there is a violation, or a threatened violation, that has jurisdiction over any of our intellectual property rights and, in such case, you hereby consent to the exclusive jurisdiction and venue of such court.