DYNAMIC DOX LIMITED

WEBSITE TERMS OF USE

These Website Terms of Use are effective as of and were last updated on September 16, 2026.

Welcome to the Dynamic Dox website, located at: dynamicdoxltd.com (the "**Site**"), which is owned and operated by Dynamic Dox Ltd. (in the United Kingdom) and Rock-It Cargo USA LLC (in the United States) and/or certain of its affiliates ("**we**" or "**us**"). The following terms and conditions (the "**Terms of Use**") govern your access to, and use of, all or part of this Site.

If you are ordering business services you are also subject to Terms and Conditions of Service ("**T&Cs of Service**", together with the Terms of Use, the "**Terms**").

By accessing the Site, you represent that you have reached the age of majority, which in most jurisdictions is 18 years old, and have the legal capacity to enter into a contract, including if applicable, the authority to bind the company you represent, and that you agree to these Terms, and any additional terms presented to you at the time of payment or otherwise. You further agree that your use of the Site or any services made available on or through the Site signifies that you fully accept and agree to these Terms. If you do not agree to these Terms, you are not granted permission to use the Site and must exit and discontinue your use of it immediately.

THESE TERMS CONTAIN LIMITATIONS OF LIABILITY AND AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER CLAUSE. BY USING THE SITE, YOU ARE ACCEPTING THESE TERMS AND, WHILE YOU MAY STILL PURSUE CLAIMS AGAINST US, YOU ARE AGREEING THAT YOU MUST PURSUE YOUR CLAIMS IN A BINDING ARBITRATION PROCEEDING (AND NOT IN A COURT) AND ONLY ON AN INDIVIDUAL (AND NOT A CLASS ACTION) BASIS. PLEASE READ THESE TERMS CAREFULLY TO UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

ACCESSIBILITY -- IF YOU ARE HAVING ANY TROUBLE ACCESSING THE SITE, PLEASE CONTACT US TOLL FREE AT 877-742-4681 OR TEXT US 24 HOURS A DAY, 7 DAYS A WEEK OR VIA OUR CONTACT US AT PRIVACY@ROCKITCOMPANY.COM.

If you have any questions concerning these Terms or wish to exercise your rights as described below, please contact us at privacy@rockitcompany.com.

1. License to Use the Site

2. Subject to these Terms, we hereby grant you a personal, limited, terminable, revocable, non-exclusive, non-commercial, non-transferable, non-sublicenseable license to access and use the Site solely for your use in accordance with these Terms. Without limiting any other provisions of these Terms, all content, photographs, and other materials, including the Site, made available to you are our copyrighted work of us or that of our licensors. Copying, reproducing, transmitting, publishing, commercially exploiting and/or distributing the Site or the Site Content (as defined below) is expressly prohibited. This includes e-mailing, posting to any online or physical channel, storage in a database accessible to persons other than yourself, or otherwise making information and content available electronically or in another way. You may not use

any trademark, logo, content or other proprietary information (including the images on the Site) without our express written consent.

3. Placing an Order; Limitations; Order Acceptance

You agree that your order is an offer to buy, under these Terms and any other terms we provide to you at the time the order is placed or when payment is made, all services listed in your order.

We reserve the right, without prior notice, to refuse service to any customer, or to cancel any order, for any reason including after it is submitted. We also may require additional verifications or other information prior to the acceptance and/or shipment of any order. Our acknowledgment of your order means that your order request has been received. It does not mean that your order has been accepted or shipped or that the price or availability of an item has been confirmed. You are responsible for filing any claims with carriers for damaged and/or lost shipments. It also is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession or use of any item purchased from the Site.

4. Pricing, Payments, Billing and Payment Processor

The Site allows users to make payments on invoices for purchased services. For users in the United States, payments can be made using the payment portal linked on the Site. For users in the United Kingdom, we will provide a payment link via email. For services, the price is as per the invoice issued to you. You agree to pay us for all charges at the prices then in effect for the services you or other persons using your account or payment method may purchase, and you authorize us or our designated payment processor to charge your payment provider for any such purchases. All payments are to be made in United States Dollars ("USD") (if you reside in the United States) or Pound Sterling ("GBP") (if you reside in the United Kingdom) unless otherwise agreed in writing by us. Posted prices do not include sales tax, which will be charged to you when applicable. We reserve the right to correct any pricing errors, even if payment has already been requested or received. Only major credit cards are eligible for billing and we reserve the right to reject debit cards, gift cards, pre-loaded cards or similar billing devices. We use a third-party payment processor to process credit card transactions made through the Site. If you make any payments via the Site with your credit card, the credit card information that you submit to us will be protected by commercially reasonable security measures, such as encryption.

5. General Restrictions on Use

You agree to use the Site only for purposes that are permitted by these Terms in compliance with all applicable laws, regulations, and generally accepted practices and guidelines in the relevant jurisdictions.

You will not (and will not attempt to):

(a) access the Site by any means other than through the interfaces that are provided by us;

(b) gain unauthorized access to our computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Site or our networks and computer systems;

(c) access the Site through any automated means or with any automated features or devices (including use of scripts or web crawlers, data mining, scraping, robots, spiders, or any other data gathering or extraction tools), except to the extent the Site is indexed by general purpose consumer-accessible search engines, such as Google or Bing;

(d) use or attempt to use any engine, software, tool, agent, data, or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Site other than the search engine and search agents provided by us or generally publicly available browsers;

(e) frame, mirror, or use framing techniques on any part of the Site without our express prior written consent;

(f) create a user account by automated means or under false or fraudulent pretenses;

(g) use any meta tags or any other hidden text utilizing our name or marks;

(h) access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including commercial purposes;

(i) reproduce, duplicate, copy, sell, trade, or resell any aspect of the Site for any purpose;

(j) upload, post, or otherwise transmit, through the Site, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing," or any other form of solicitation, including the solicitation of users to become subscribers of other online information services competitive with our business;

(k) stalk, harass, or otherwise disturb another person;

(l) impersonate another person;

(m) infringe any intellectual property rights of any person or entity, including any trademark rights, rights of publicity, personality, or privacy of any person or entity;

(n) use or attempt to use the intellectual property and/or proprietary information on the Site in connection with any other product or service in a manner that is likely to cause confusion among consumers;

(o) use or attempt to use the intellectual property and/or proprietary information on the Site to disparage or discredit the owner of such mark; and/or

(p) remove or attempt to remove any copyright, trademark, or other proprietary notices contained in or on our Site.

6. Intellectual Property

As between you and us, we own all worldwide, patent, copyright, trademark, trade secret, ideas, concepts, know-how, documentation or techniques or other intellectual property rights that may exist in the Site, any photographs, graphics, texts, icons, buttons, data or information we include in the Site, including all improvements or modifications thereof, and all derivative works based thereon ("**Site Content**"). All Site

Content is protected pursuant to copyright, trademark, service mark, trade dress, patent, and other intellectual property rights, or licenses, rights of publicity and privacy, and applicable laws. You shall not remove or alter any copyright notice or any other proprietary notice on the Site or on any Site Content. All names, trademarks, symbols, slogans, or logos appearing on the Site are proprietary to us or our licensors, clients, or suppliers. Use or misuse of these trademarks, symbols, slogans, or logos is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site Content, other than the right to use the Site Content in accordance with these Terms. No right, title or interest in or to the Site or any of the Site Content is transferred to you, and all rights not expressly granted herein are reserved by us. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate patent, copyright, trademark and other laws.

7. Errors, Inaccuracies, and Omissions

Occasionally there may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to service descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information if any information on the Site is inaccurate at any time without prior notice. We cannot and do not review all communications or services made available on or through the Site, but, although not obligated to, may review, verify, make changes to or remove any Site Content or the Site, including information submitted in connection with the Site Content or other features at any time, with or without notice in our sole discretion.

8. Service Descriptions and Availability

The inclusion of any services on the Site does not imply or warrant that these services will be available at any particular time or that the listed attributes are accurate or complete. We do not endorse and have not verified the accuracy or reliability of any opinion or statement made on the Site by any third party, including but not limited to customers, manufacturers, distributors or suppliers of services sold through the Site. In addition, we may make changes to information about price, availability or other attributes without notice.

9. Customer Portal

We may provide a Customer Portal on the Site through which you may track and view information about your shipment. You may also sign up in the Customer Portal to receive text messages with updates about your shipment. The information that you provide in the Customer Portal will be processed in accordance with our Privacy Policy. The following terms apply to your use of the Customer Portal.

Dynamic Dox hereby grants, and you hereby accept, a non-exclusive, non-transferable, non-sublicensable, limited right to access and use (including to permit your affiliates to access and use) the Customer Portal in the form made available to you by Dynamic Dox or its affiliates, including all software, data, algorithms, methodology and related documentation ("Customer Portal") solely for your and/or your affiliates' internal business purposes. You shall be responsible, at your sole expense, for procuring, operating and maintaining the computer hardware, systems software, telecommunications applications and providers, and other items necessary or appropriate to enable you to exercise your rights and licenses hereunder. You shall be liable for any breach of the obligations herein by you or your affiliates' employees, agents, or contractors or any other person who uses the Customer Portal or obtains access to the Customer Portal.

The Customer Portal is provided strictly on a confidential and limited, non-commercial use basis. You shall hold the Customer Portal in strict confidence, using at least the same standard of care as you use to

protect your own confidential information of like nature, but in no event less than a reasonable degree of care.

All title to the Customer Portal and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall be and remain exclusively with Dynamic Dox. You shall not do, attempt to do, nor permit any other person to do, any of the following: (a) access or use the Customer Portal for any purpose or in any manner not specifically authorized by these Terms or otherwise expressly agreed with Dynamic Dox; (b) make or retain any copy of the Customer Portal; (c) modify, adapt, translate or create derivative works based upon the Customer Portal, or combine or merge any part of the Customer Portal with or into any other software, data or other materials; (d) use the Customer Portal for any commercial purpose, whether for a fee basis or otherwise; (e) sell, market, license, sublicense, distribute or otherwise grant to any person, including any outsourcer, vendor, consultant or partner, any right to use the Customer Portal, whether on your behalf or otherwise; (f) reverse engineer, reverse assemble or otherwise attempt to discover the underlying source code; (g) knowingly input, upload, transmit or otherwise provide to or through the Customer Portal any information or materials that are unlawful or injurious or any virus, worm, malware or other malicious computer code designed to disrupt, disable or harm the Customer Portal or other systems; and (h) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Customer Portal.

You acknowledge and agree that Dynamic Dox's ability to grant the rights and licenses granted to you herein may be contingent upon rights, titles and licenses being obtained by Dynamic Dox from third parties ("Third Party Licenses"). Should any one or more Third Party Licenses be cancelled, terminated, rescinded, not renewed, or, as applicable, changed, your rights to use all or, as applicable, the affected portions of the Customer Portal shall terminate or, as applicable, change to the extent necessary or appropriate under the applicable Third Party License, which termination or change shall not constitute a breach by Dynamic Dox of any of its obligations herein. Dynamic Dox will make commercially reasonable efforts to maintain such Third Party Licenses but continuation of such Third Party Licenses is not guaranteed.

THE CUSTOMER PORTAL IS PROVIDED "AS IS" AND WITHOUT, AND DYNAMIC DOX SPECIFICALLY EXCLUDES, ANY WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, DESIGN, QUALITY, QUIET ENJOYMENT, SYSTEM INTEGRATION, ACCURACY OF DATA, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NONE OF DYNAMIC DOX, ANY OF ITS AFFILIATES, ANY SUPPLIER, LICENSOR NOR ANY OTHER THIRD PARTY MAKES ANY WARRANTY, REPRESENTATION OR GUARANTY OR UNDERTAKES ANY LIABILITY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE CUSTOMER PORTAL, INCLUDING ANY DATA OR OTHER INFORMATION FURNISHED HEREUNDER OR WITHIN THE CUSTOMER PORTAL, OR THAT ANY SUCH INFORMATION OR DATA DISSEMINATED MAY BE RELIED UPON FOR ANY PURPOSES.

You shall indemnify and hold harmless Dynamic Dox and its directors, officers, employees, agents, and contractors from and against all actions, suits, hearings, and other proceedings of third parties, and all judgments, losses, obligations, risks, awards, settlements, compromises, liabilities, damages, costs, and expenses (including without limitation, reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with any actual or alleged breach of your obligations herein or use of the Customer Portal by Customer, or your directors, officers, customers, employees, or affiliates.

The Customer Portal is managed and controlled from within the United States. Dynamic Dox makes no representation that the Customer Portal, including any information or other materials available on, in, or through the Customer Portal, are appropriate or available for use in other geographic locations, and access to them from territories where they are illegal is prohibited. Any access to or use of the Customer Portal from outside the United States is solely at your own risk. You are responsible for compliance with applicable trade sanctions laws, including but not limited to those relating to export controls. You will not use, sell, resell, export, re-export, dispose of, disclose or otherwise deal with the Customer Portal, directly or indirectly, in or to any country, destination or person subject to trade sanctions laws.

Should the Terms and Conditions of Service executed by you be terminated by either Dynamic Dox or by you, your right to use the Customer Portal shall terminate and you shall promptly cease all use and access to the Customer Portal.

10. SMS Terms & Conditions

- **SMS Consent Communication:** Mobile phone numbers and SMS consent obtained as part of the SMS consent process will not be shared with third parties or affiliates for marketing or promotional purposes.
- **Types of SMS Communications:** If you have consented to receive text messages from us, you may receive messages related to the following: order and shipment status updates, pickup confirmations and delivery notifications.
- **Message Frequency:** Message frequency may vary depending on the type of communication. (Example: "Message frequency may vary. You may receive up to 2 SMS messages per week regarding your shipment status).
- **Potential Fees for SMS Messaging:** Please note that standard message and data rates may apply, depending on your carrier's pricing plan. These fees may vary if the message is sent domestically or internationally.
- **Opt-In Method:** You may opt in to receive SMS messages from us in the following ways: by checking the SMS consent box on our forms or within the Customer Portal.
- **Opt-Out Method:** You can opt out of receiving SMS messages at any time. To do so, simply reply "STOP" to any SMS message you receive. Alternatively, you can contact us directly to request removal from our messaging list.
- **Help:** If you are experiencing any issues, you can reply with the keyword HELP. Or, you can contact us directly at 877-742-4681 or privacy@rockitcompany.com for assistance.
- **Additional Options:** If you do not wish to receive SMS messages, you can choose not to check the SMS consent box on our forms.

11. Links to and Features Provided by Third Parties

The Site may contain links or references to other websites or feature services of third parties for the convenience of users: (a) in locating information, products, or services that may be of interest; (b) with performing or receiving the services made available through the Site, and complying with any requirements associated with such transactions. Any such third-party websites and services may be available on the Site via a link, redirect, plug-in, integrated application, or other technology, and may be recognized

automatically by your browser. We do not recommend and expressly disclaim any responsibility, liability, or warranty for the content, the accuracy of the information, or quality of products or services provided by, or advertised on any linked or referenced third party websites, or the transactions you conduct or enter into with such third parties.

Your use of any third-party websites or services is at your own risk, and subject to the terms and conditions of such third parties. You acknowledge that all transactions relating to any merchandise or services offered by any third party, including but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the third party seller or purchaser of such merchandise and services and you, and that you will look solely to such third party to enforce any of your rights.

12. Site Access

While we endeavor to ensure that the Site is normally available 24 hours a day, we will not be liable if for any reason it is unavailable at any time or for any period. Access to the Site may be suspended temporarily and without notice in case of a system failure, maintenance or repair or for reasons beyond our control. We have the right to terminate or suspend your access to all or part of the Site for any or no reason, including any violation or suspected violation of these Terms.

13. Disclaimers

YOUR USE OF THE SITE IS AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE SITE, SITE CONTENT, SERVICES, INFORMATION AND OTHER MATERIALS CONTAINED THEREIN. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SITE OR ITS CONTENTS WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR SERVICES THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT WHERE EXPRESSLY PROVIDED, AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NOTHING ON THE SITE SHALL CREATE ANY WARRANTY.

You understand that the technical processing and transmission of any Site Content may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent to or from our Site will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to us via the Site or the Internet, including personal information such as your name or address.

14. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, SUBSIDIARIES, LICENSORS, OR THE SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY OF THE FOREGOING BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, BUSINESS INTERRUPTION, OR ANY LOSS OF INCOME, PROFITS, GOODWILL OR REVENUE, OR DATA, ATTORNEYS' FEES) IN CONNECTION WITH (A) THE SITE, SITE CONTENT OR SERVICES OBTAINED ON OR THROUGH THE SITE IN ANY WAY OR (B) THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE SITE, ANY WEBSITES LINKED TO THE SITE OR THE MATERIAL ON SUCH WEBSITES, INCLUDING LOSS OR DAMAGE DUE TO VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF OR BROWSING OF THE SITE OR YOUR USE OF ANY SITE CONTENT OR ANY WEBSITES LINKED TO THE SITE; ALL THE FOREGOING REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR WE HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE.

IF YOU ARE DISSATISFIED WITH THE SITE, SERVICES, OR WITH ANY OF THESE TERMS, OR FEEL WE HAVE BREACHED THESE TERMS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

IF ANY PART OF THESE LIMITATIONS OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON OR IF WE ARE OTHERWISE FOUND TO BE LIABLE TO YOU IN ANY MANNER, THEN OUR AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES SHALL NOT EXCEED THE GREATER OF: (I) THE PRICE YOU PAID FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM AND (II) TEN U.S. DOLLARS ($10).

WE SHALL NOT BE LIABLE FOR FAILURE TO PERFORM CAUSED BY A CIRCUMSTANCE OR EVENT BEYOND OUR REASONABLE CONTROL INCLUDING, WITHOUT LIMIT, STRIKES OR INDUSTRIAL DISPUTES (WHETHER INVOLVING OUR WORKFORCE OR THAT OF A THIRD PARTY), SHORTAGES OF OR INADEQUATE SOURCES OF RAW MATERIALS, COMPONENT PARTS OR ESSENTIAL UTILITIES.

15. Indemnity

You agree to defend, indemnify, and hold us, our parents, subsidiaries, officers, directors, shareholders, members, employees, agents, affiliates, licensors and suppliers, harmless from and against all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees) arising from: (a) your use of and access to the Site and services; (b) your violation of any of these Terms; (c) your fraud, violation of law, negligence, or willful misconduct; and (d) your violation of any third party rights, including intellectual property or privacy rights. This defense and indemnification obligation will survive the termination or cessation of these Terms and your use of the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate in all reasonable respects in such defense. You may not settle any claim that is referenced or otherwise covered by this Section 15 without our prior written consent.

16. Arbitration

You and we agree that any disputes arising from or relating to these Terms or your use of the Site (excluding for small claims court claims, if applicable), including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, which cannot be resolved informally shall be submitted to final and binding arbitration before one (1) arbitrator; provided, however, in the event that the dispute involves an allegation of liability in excess of $250,000 USD, three (3) arbitrators shall be used. Any dispute arising out of these Terms shall be resolved exclusively through final and binding arbitration conducted by the American Arbitration Association (the "**AAA**") pursuant to its Commercial Arbitration Rules.

Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow and enforce these Terms, as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability and the scope or enforceability of this agreement to arbitrate shall be for a court of competent jurisdiction to decide.

Arbitration shall take place in Los Angeles, California, unless we elect otherwise. All matters relating to the Site and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to its choice or conflict of law provisions or rules.

The arbitrator will decide the substance of all claims in accordance with the laws of Delaware. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

You acknowledge and agree that we are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless we both otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding.

In the event this Section 16 is held unenforceable, then the entirety of this Section 16 will be deemed void. Except as provided in the preceding sentence, this Section 16 will survive termination of the Terms and your use of the Site.

Notwithstanding the foregoing, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

TIME BAR: ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE OF THE CLAIM.

17. Complaint Policy

We are under no obligation to, and do not, scan content posted on the Site for the inclusion of illegal or impermissible content.

If you believe that any content or posting on the Site violates your intellectual property or other rights, please notify us at the email address set forth above, providing a comprehensive, detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your email address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: "The statements, representations, and assertions made in this message are true, complete, and accurate, and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message."

18. Miscellaneous

These Terms, together with any Terms and Conditions of Service to which you have agreed, constitute the entire legal agreement between you and us regarding the Site and govern your use of the Site and any transactions you may have with us through the Site. Notwithstanding the Terms and Conditions of Service, these Terms completely replace and supersede any prior agreement or understanding, arrangement, undertaking, or proposal, written or oral, between you and us regarding these matters. In the event any other rule, code of conduct, or other matter posted on the Site conflicts with these Terms, these Terms shall govern. No oral explanation or oral information given by any party shall alter the interpretation of these Terms. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

You understand that we may make changes to these Terms from time to time. Your continued use of the Site following the posting of changes to these Terms will be considered your consent to those changes. When these changes are made, we will make a new copy of the Terms available on the Site. You agree that we are under no obligation to provide you with notices regarding changes to these Terms. You understand that it is your responsibility to check the Terms regularly for changes.

You agree that any failure or delay by us to exercise or enforce any legal right or remedy contained in or made available by these Terms (or that we have the benefit of under any applicable law) will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us. If any court of law, having the jurisdiction to decide a matter arising out of these Terms, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of the Terms and the remaining provisions will continue to be valid and enforceable.

You hereby acknowledge and agree that we reserve the right at any time to modify or discontinue the whole, or any part of, the Site, without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

These Terms are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign these Terms to any other party without our prior written consent, which consent may be withheld in our sole and absolute discretion.