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If you believe that your User Submission has been wrongfully removed from the Site, you may send Bible or Babel LLC a counter notification. Pursuant to federal law, you may be held liable for damages if you make material misrepresentations in a counter notification. In compliance with Title 17 of the U.S. Code, Section 512, your counter notification, to be effective, must be in writing, sent to Bible or Babel LLC's Designated Copyright Agent, and include substantially the following information: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location where the material previously appeared on the Site; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and (iv) your name, address, and telephone number

and a statement that you consent to the jurisdiction of the Federal District Court in the district in which your address is located (or in the Eastern District of North Carolina, for addresses outside the USA) and agree to accept service of process from the person who submitted the original Infringement Notification that resulted in your User Submission being removed (or an agent of such person) in the event he or she elects to file suit. By submitting a counter notification, you acknowledge and agree that Bible or Babel LLC may forward your counter notification and any related communications to the person who submitted the original Infringement Notification that resulted in the removal of your User Submission or to other third parties.

12. BINDING ARBITRATION

THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA AND THE UNITED STATES OF AMERICA WITHOUT REGARD TO ANY CHOICE OF LAW OR CONFLICT OF LAWS PRINCIPLES, REGARDLESS OF WHERE YOU LIVE.

ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, OR THE SITE, OR THE BREACH OF THESE TERMS AND/OR THE SCOPE OF THE PROVISIONS OF THIS ARBITRATION CLAUSE, SHALL BE SUBMITTED TO BIBLE OR BABEL LLC FOR FINAL AND BINDING ARBITRATION UNDER ITS STREAMLINED ARBITRATION RULES, TO BE HELD IN WAKE COUNTY NORTH CAROLINA , BEFORE A SINGLE ARBITRATOR WHO SHALL BE A RETIRED JUDGE, IN ACCORDANCE WITH NORTH CAROLINA CODE OF CIVIL PROCEDURE EXCEPT THAT EITHER PARTY RETAINS THE RIGHT TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES OR, IF THE PARTIES CANNOT AGREE, THEN BY STRIKING FROM A LIST OF ARBITRATORS SUPPLIED BY BIBLE OR BABEL LLC. THE ARBITRATION SHALL BE A CONFIDENTIAL PROCEEDING, CLOSED TO THE GENERAL PUBLIC. THE ARBITRATOR SHALL ISSUE A WRITTEN OPINION STATING THE ESSENTIAL FINDINGS AND CONCLUSIONS UPON WHICH THE ARBITRATOR'S AWARD IS BASED. THE ARBITRATOR SHALL HAVE THE POWER TO ENTER TEMPORARY RESTRAINING ORDERS AND PRELIMINARY AND PERMANENT INJUNCTIONS. NEITHER PARTY SHALL BE ENTITLED OR PERMITTED TO COMMENCE OR MAINTAIN ANY ACTION IN A COURT OF LAW WITH RESPECT TO ANY MATTER IN DISPUTE UNTIL SUCH MATTER SHALL HAVE BEEN SUBMITTED TO ARBITRATION AS HEREIN PROVIDED AND THEN ONLY FOR THE ENFORCEMENT OF THE ARBITRATOR'S AWARD. YOU ACKNOWLEDGE AND AGREE THAT YOU AND Bible or Babel LLC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND Bible or Babel LLC OTHERWISE AGREE, 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.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Binding Arbitration section will be null and void.

This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

13. SEVERABILITY: WAIVER

If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The failure of Bible or Babel LLC to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

14. TERMINATION

You understand and agree that Bible or Babel LLC may, in its sole discretion and at any time, terminate or temporarily suspend your rights under any of the Licenses and otherwise terminate your access to the Site (including, without limitation, to any rewards program or your participation therein), and discard, remove, and/or disable or deactivate any or all of your User Submissions that you Submitted to or by means of the Site and/or any other information and data that you (and/or anyone else) may have provided to or by means of the Site, for any reason. Bible or Babel LLC may also, in its sole discretion and at any time, discontinue the Site or any parts thereof or limit or restrict any user access thereto, for any reason, with or without notice. YOU UNDERSTAND AND AGREE THAT Bible or Babel LLC MAY TAKE ANY ONE OR MORE OF THESE ACTIONS WITHOUT ANY NOTICE TO YOU, PRIOR OR OTHERWISE, AND YOU UNDERSTAND AND AGREE THAT NEITHER Bible or Babel LLC NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON FOR ANY TERMINATION OF YOUR (OR ANYONE ELSE'S) ACCESS TO THE SITE OR PARTS THEREOF AND/OR THE REMOVAL, DISCARDING, DISABLING OR DEACTIVATION OF ANY OF YOUR USER SUBMISSIONS (OR THE USER SUBMISSIONS OF ANYONE ELSE) OR THE REMOVAL, DISCARDING, DISABLING OR DEACTIVATION OF ANY OTHER INFORMATION OR DATA THAT YOU (OR ANYONE ELSE) MAY HAVE PROVIDED ON OR BY MEANS OF THE SITE. You may discontinue your access to, use or participation on or by means of the Site at any time.

15. INJUNCTIVE RELIEF

Notwithstanding anything to the contrary herein, you hereby irrevocably waive any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any Bible or Babel LLC or any Bible or Babel LLC affiliate-related television series, motion picture, production or project, or the use, publication or dissemination of any advertising or promotion in connection with such television series, motion picture, production or project. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

16. CHANGES IN SITE OWNERSHIP; ASSIGNMENT

You will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the Site, of any information about you contained in the applicable Bible or Babel LLC database, to the extent Bible or Babel LLC assigns its rights and obligations regarding such information in connection with a merger, acquisition, reorganization, or sale of all or some of Bible or Babel LLC's assets, or in connection with a merger, acquisition, reorganization, or sale of all or some assets related to a particular Site, to a subsequent owner or operator. In the event of such a merger, acquisition, reorganization, or sale, your continued use of the Site signifies your agreement to be bound by the terms of use and privacy statement of the Site's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

You acknowledge and agree that Bible or Babel LLC may assign its rights and delegate its duties under these Terms to any party at any time without notice to you.

17. MISCELLANEOUS

- **Third-Party Terms.** You acknowledge and agree that you may be subject to additional terms and conditions that may apply if you obtain or use third-party content, third-party software or goods and services provided by or through third parties.
- **Use and Storage.** You acknowledge and agree that Bible or Babel LLC may establish general practices and limits concerning its Sites, including, without limitation, the maximum number of days that information, data, account history or other uploaded content will be retained, the maximum disk space that will be allotted on Bible or Babel LLC's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Sites in a given period of time. You acknowledge and agree that Bible or Babel LLC reserves the right to terminate accounts that are inactive for an extended period of time, as determined by Bible or Babel LLC in its sole discretion. You further acknowledge and agree that Bible or Babel LLC may change these general practices and limits at any time, in its sole discretion, with or without notice. You further agree that Bible or Babel LLC has no responsibility or liability for the deletion or failure to store any information or data and other communications or other content maintained or transmitted by or through the Sites.

18. NOTICES

Except as provided herein regarding modifications to these Terms, Bible or Babel LLC may deliver notices to you by prepaid United States first class mail at the address in Bible or Babel LLC's database, or via electronic mail at the electronic mail address in Bible or Babel LLC's database; any such notice shall be deemed effectively given upon delivery. You may give notice to Bible or Babel LLC by electronic mail, at the following address: info@bibleorbabel.com and any such notice shall be effective upon receipt.

Effective Date: 06/10/2019