#### TERMS AND CONDITIONS

This is an agreement between You, JMM Creative Inc., Jill Marie Morris and <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>. JMM Creative Inc. is a Creative Arts company. JMM Creative Inc. includes but is not limited to all Products handcrafted by JMM Creative Inc., Jill Marie Morris and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>, and all Products labeled and/or sold as Solstice Bath & Body by JMM Creative Inc., and/or Solstice Candles by JMM Creative Inc.

Welcome to <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>. The <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> (the "Site") is comprised of various web pages operated by JMM Creative Inc., Jill Marie Morris, and www.jillmariemorris.com ("JMM"). www.jillmariemorris.com is offered to You conditioned on Your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>, constitutes Your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for Your reference.

www.jillmariemorris.com is an E-commerce Site.

The purpose of <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> is to provide information, Services, Merchandise and Products related to JMM Creative Inc., and/or Jill Marie Morris, to the general public. Services and/or Merchandise and/or Products available for purchase on this Site include, but are not limited to booking Jill Marie Morris for Events, Readings/Consultations (public, private, free and for a fee), referral to external (Third Party) ticketing sites for Events, purchase of signed (autographed) copies of books, and all other Merchandise and/or Products on this Site associated with JMM Creative Inc., Jill Marie Morris, and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>.

#### **Terms & Definitions**

All references herein stated as "You" or "Your" means and refers to the individual who purchases or purchased Services and/or Merchandise, and/or Products offered by JMM Creative Inc., and/or Jill Marie Morris and/or this Site. The references to "You" or "Your" shall also mean any person attending or having attended an Event by utilizing a Ticket(s) purchased by You, and/or received a free and/or complimentary Reading/Consultation by Jill Marie Morris. The term "Service" or "Services" means any Events You attend, any Events You have hired JMM Creative Inc., and/or Jill Marie Morris as Entertainment, and/or any public and private Events provided by JMM Creative Inc., Jill Marie Morris and/or <a href="https://www.jillmariemorris.com">www.jillmariemorris.com</a>, and/or any free and/or complimentary Readings/Consultations, House Readings, Paranormal Investigations, personal opinions.

The term "Event" means the Event You have purchased a Ticket(s) to attend, or have won a Ticket(s) to attend, or have been provided complimentary Ticket(s) to attend. The term "Venue" means the place and/or location where an Event takes place. The term "Ticket" or "Tickets" means a revocable license that JMM Creative, Inc., Jill Marie Morris, <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>, and/or a Third Party sites has sold to You and for which You have paid. The term "Payment" or "Payment Method" means the type and/or method of payment You utilized for purchase of Event ticket(s), Services and/or Merchandise and/or Products. The term "Reading", "Readings", "Consultation" and/or "Consultations" means any paid, free and/or complimentary conversation Jill has with You in any setting (i.e. via telephone, Internet, e-mail, in-person, privately, publicly, randomly, House Readings, Cold Case work, or at an Event) by which Jill Marie Morris provides insight or information to You operating in the capacity of a psychic and/or medium, or its likeness.

#### Privacy

Your use of www.jillmariemorris.com is subject to JMM's Privacy Policy. Please review our Privacy Policy, which also governs the Sites and informs users of our data collection practices.

## **Electronic Communications**

Visiting <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> or sending emails to JMM constitutes electronic communications. You consent to receive electronic communications and You agree that all agreements, notices, disclosures and other communications that we provide to You electronically, via email and on the Sites, satisfy any legal requirement that such communications be in writing. JMM does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If You are under 18, You may use <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> only with permission of a parent or guardian.

#### About Events

All Events are a source of entertainment Services provided to You by JMM Creative Inc., Jill Marie Morris, and <a href="https://www.jillmariemorris.com">www.jillmariemorris.com</a>. Entertainment Services consist of the following types of Entertainment, including but not limited to: Comedy, Storytelling, Book Signings, Speaking Engagements, Personal Appearances and/or Readings/Consultations at a predetermined Venue, including on the Internet, or virtually. JMM Creative Inc., Jill Marie Morris, and <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> reserve the right to make changes as deemed appropriate and necessary, and reserve the right to do so without notice. Service descriptions should not be deemed an obligation as to future Services, as modifications and adjustments to Services are not captured in their entirety, within these present Terms and Conditions. Limited Seating and Availability applies to all Events, and is determined by the location of the Venue, in addition to the date and time of the Event. Due to limited seating and/or capacity at each Event, there may not be an option to make Ticket purchases directly at the location of the Event for any current, present, or future Event. Start and end times of Event may vary. JMM Creative Inc., Jill Marie Morris, and <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>, make no representation as to the duration of each Event as there are several factors that can impact the Event. JMM Creative Inc., Jill Marie Morris, and <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> reserve the right to change the content of the Event without any prior notice to You.

# About Readings/Consultations

By requesting or participating in a paid, free and/or complimentary Reading/Consultation from Jill Marie Morris in any format, at any Venue, or setting, and/or by scheduling an appointment with Jill Marie Morris as a paid, free and/or complimentary Service You understand and agree that Jill Marie Morris is not an attorney, physician, medical professional, financial planner, accountant, or other licensed professional. Any and all information given by Jill Marie Morris is considered for entertainment value, and purpose of insight, only. You agree that all advice and/or information given to You by Jill Marie Morris is not to be used by You in place of, or as a substitute for professional legal, financial, or medical advice and/or assistance. You agree that Your Reading/Consultation is subject to Your own, independent interpretation and that Your interpretation of the Reading/Consultation is based upon Your own free will. You agree and understand that JMM Creative Inc., Jill Marie Morris and/or www.jillmariemorris.com do not guarantee You will receive a Reading/Consultation at any public and/or private, paid and/or free Event. You agree that Jill Marie Morris reserves the right to refuse to do a Reading/Consultation for You without explanation. You agree that JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com, reserve(s) the right to cancel, cancel without reschedule, or discontinue any Reading/Consultation if she chooses to do so. You agree not to hold JMM Creative Inc., Jill Marie Morris, and/or www.iillmariemorris.com responsible or liable for any Readings/Consultations and/or decisions You make as a result of any Reading/Consultation given by Jill Marie Morris. You agree that JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com will not be held liable for any damages including but not limited to actual, incidental, consequential, or collateral damages or any claims resulting from the use of JMM Sites, or as the result of any and all Reading/Consultation and/or Services provided to You by JMM Creative Inc., Jill Marie Morris, www.jillmariemorris.com, and/or its officers and/or agents, and/or employees, and/or owned Sites.

### Conduct During All Events

By purchasing a Reading/Consultation, and/or Ticket and/or by attending an Event sponsored by JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com, You agree to conduct Yourself in a responsible manner. You also agree not to harass, bother, interfere with, intimidate, threaten, harm, and/or ridicule Ticket holders, Event attendees, Event Staff, Event Security, Venue Staff, Venue Guests, customers, Jill Marie Morris, or anyone associated and/or affiliated with JMM Creative Inc., Jill Marie Morris, <a href="https://www.jillmariemorris.com">www.jillmariemorris.com</a>, the Venue and/or Event. You also agree not to violate any laws, policies, procedures or regulations of the Venue, or JMM Creative Inc., Jill Marie Morris, and/or <a href="https://www.jillmariemorris.com">www.jillmariemorris.com</a>. You also agree not to use the Event, Event Services, or the Venue for any unlawful activity or purpose. Anyone deemed to be conducting themselves in an inappropriate manner at any time during the Event, will be immediately escorted out of the Event by Security and/or Law Enforcement and banned from attending all future Events sponsored by JMM Creative Inc., Jill Marie Morris, and/or <a href="https://www.jillmariemorris.com">www.jillmariemorris.com</a>. You agree that Event Security may be provided by the Venue and that any Event Security provided by the Venue is the responsibility of the Venue and not JMM Creative Inc., Jill Marie Morris, and/or <a href="https://www.jillmariemorris.com">www.jillmariemorris.com</a>.

## **Event Age Restriction**

Unless otherwise indicated, all Readings/Consultations and Events are for adults 18-years-old, and older. JMM Creative Inc., Jill Marie Morris, and <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> are not responsible for anyone who is under the age of 18-years-old in attendance of any public and/or private Reading/Consultation in any format and/or at any Venue, and/or Event. JMM Creative Inc., Jill Marie Morris, and <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> reserve the right to deny entrance to anyone who is under the age of 18-years-old attempting to attend any Reading/Consultation and/or Event. Event Venue reserves the right to request proof of age in the form of a valid Driver's License or ID card. By purchasing Your Ticket You agree to comply with any requests to show Your license or ID card while at the Event. Anyone who wishes to purchase alcohol during the Event MUST provide a valid license or ID that demonstrates they of the state-mandated legal drinking age.

### Venue & Third-Party Services (TPS)

Each Event will be held at a designated Venue. During the Event You may come in contact and/or encounter Third-Party Services (TPS). Examples of TPS include, but are not limited to beverage Services, food, catering and lodging Services. Some of these TPS are provided as a convenience to You, such as a "Cash Bar" whereas You may purchase alcohol. JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com is/are not responsible for the TPS at the Venue, and does not endorse the TPS at the Venue. You understand and agree that You are responsible for any and all additional charges that You incur while at the Event, or during the Event. You understand and agree that any and all additional charges may include, but are not limited to food, beverage and lodging Services and any and/or all associated TPS Services. TPS Services are not owned and/or operated and/or associated with and/or sponsored by JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com. Additionally, You understand and agree to assume all responsibility for use of a TPS during the Event, and further agree that Your use of a TPS may result in the release of Your personal information to the public including, but not limited to photos and/or video(s) of You and/or Your image likeness while attending an Event sponsored by JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com. You agree to hold JMM Creative Inc., Jill Marie Morris, www.jillmariemorris.com harmless from any and all claims arising from, involving, or relating to Your use of a TPS. JMM Creative Inc., Jill Marie Morris, www.jillmariemorris.com also disclaims any and all liability from Your use of any/all TPS. You agree that You assume complete risk using any/all TPS at or during the Event. Any and/or all complaints about a TPS, including Event Security, need to be addressed directly with the Venue, or TPS provider.

#### Termination of Services

JMM Creative Inc., Jill Marie Morris, and www.jillmariemorris.com reserve the right to restrict, terminate and/or cease Your use of its Services at any time, without any notice, and for any or no reason whatsoever. JMM Creative Inc., Jill Marie Morris, and <a href="https://www.jillmariemorris.com">www.jillmariemorris.com</a> do not warranty the operation of the Service(s), or any of the Equipment used for the Event(s) and/or Services.

### **Purchases**

By making any purchase for Services, and/or Merchandise, and/or Products on <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>, and/or by making any purchase for Services, and/or Merchandise, and/or Products through a TPS, and/or by making any purchase for Services, and/or Merchandise, and/or Products at and/or for any Event, You agree to JMM's Terms and Conditions. By making a purchase on <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>, or at any Event You agree that You have reviewed our Terms and Conditions, as well as the Purchase Policy prior to making any purchase on the Site. Upon submission of Your payment information relative to Your purchase, You hereby agree to be bound by the Terms and Conditions of the Site.

# Payments & Billing

By purchasing a Reading, or Ticket to an Event, You expressly agree that JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com will not refund any unused, or partially used Event Ticket(s) unless an Event or Reading is canceled directly by JMM Creative Inc., and/or Jill Marie Morris. You also acknowledge that JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com reserve sole discretion to partially or fully give a refund, discount or credit to some of its customers. You agree that any provision of credit in one instance does not entitle You to another, future credit, nor does it obligate JMM Creative Inc., Jill Marie Morris, and/or

<u>www.jillmariemorris.com</u> to provide any type of present and/or future credit to You, or any customer(s). JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com reserve(s) the right to change the price and/or charge of Event Tickets, and/or Services and/or Merchandise and/or Products at any time, without notice.

## Cancellation/Refund Policy

Refund and/or cancellation policy for JMM Creative Inc., Jill Marie Morris, and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> Event ticket purchases is as follows: Although we understand unforeseen emergencies, please note that the Event takes place at a Venue that charges JMM Creative Inc., and/or Jill Marie Morris a base fee, dependent on size of the Event. Additionally, the Venue may charge JMM Creative Inc., and/or Jill Marie Morris for food, based upon attendance. Limited seating also applies, so someone may have been otherwise unable to attend if tickets were sold-out. Each ticket holder has up to, but no later than 48 hours prior to the Event to contact JMM Creative Inc., Jill Marie Morris and/or www.jillmariemorris.com and make changes to their ticket(s). If a ticket holder cannot attend the Event, they have two options: 1. They may use the credit towards a different Event date and time, or 2. They may send someone (a friend, or family member) in their place. If any Event is canceled by JMM Creative Inc., Jill Marie Morris, and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> You will receive a full refund back to the initial payment method You used to purchase Your Ticket(s). Please allow 5 (five) business days for Your refund to process. As always, should You have any questions, please feel to contact JMM Creative Inc., Jill Marie Morris, and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> by email at: contact@jillmariemorris.com.

Entertainment Services refund policy for all paid Events in which JMM Creative Inc. and/or Jill Marie Morris is hired to provide Entertainment (i.e. Private or Public Events) is as follows: A deposit will be required to hire and schedule Jill Marie Morris as Entertainment for any Private or Public Event. This is a Service that requires advanced scheduling. You agree that all deposits are non-refundable unless the Event is canceled by JMM Creative Inc., Jill Marie Morris, and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>. If such an instance occurs, You will receive a full refund back to the initial payment method You used to place Your deposit for the Event. Please allow 5 (five) business days for Your refund to process. As always, should You have any questions, please feel to contact JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com by email at: contact@jillmariemorris.com.

Readings/Consultations refund policy is as follows: If any Reading/Consultation is canceled directly by JMM Creative Inc., Jill Marie Morris, and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a>, You will receive a full refund back to the initial payment method You used to purchase Your Reading/Consultation. Please allow 5 (five) business days for Your refund to process. As always, should You have any questions, please feel to contact JMM Creative Inc., Jill Marie Morris, and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> by email at: contact@jillmariemorris.com.

Merchandise & Products, Merchandise & Product Returns and Merchandise & Products Refunds

Merchandise and/or Products are non-returnable for any reason with the exception of damages incurred during shipment. If Your product arrives damaged, or is in any way defective, promptly send an email to: customerservice@jillmariemorris.com. Please include Your order number, along with a brief description of the damage(s). You will then be advised of instructions on how to handle the damaged item(s) for a replacement at no additional charge. Please note that we must receive Your email stating the damages within 5 (fives) days of proof of delivery in order to begin the process. If we do not receive an email within that time period, we reserve the right to deny Your claim. All sales are final. You agree that refunds are at the discretion of JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com.

### Merchandise & Product Descriptions

You agree that all merchandise and/or product descriptions advertised in any way (electronic, written, any and all media) by JMM Creative Inc., Jill Marie Morris, and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> are for informational purposes only and are in no way a statement of guarantee of the product, the products use or purpose.

Please be advised that all bath and body Products handcrafted by JMM Creative Inc., Jill Marie Morris and/or <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> are natural. If You notice any irritation during use of the Product(s), discontinue use immediately. Due to the organic nature of the Products, batches may vary, while continuing to maintain the integrity of the ingredients. Per the FDA (Food and Drug Administration) regulations, JMM Creative Inc., Jill Marie Morris and <a href="www.jillmariemorris.com">www.jillmariemorris.com</a> is/are required to state that all Products sold on this Site, or

elsewhere, are sold and offered solely for entertainment purposes and are not guaranteed to provide any specific results, or abilities. By purchasing any Product(s) from JMM Creative Inc., Jill Marie Morris and/or www.iillmariemorris.com. You agree that JMM Creative Inc., Jill Marie Morris and/or www.iillmariemorris.com. cannot and do not guarantee the Product(s) will provide You with Your desired outcome. Products offered by JMM Creative Inc., Jill Marie Morris and/or www.jillmariemorris.com only establish the tone for Your intent which makes the Product(s) completely Yours. Product(s) sold by JMM Creative Inc., Jill Marie Morris and/or www,jillmariemorris.com are intended for decorative, and/or entertainment purposes, and/or for use as an aid for participation in spiritual and/or ritual work only. All Product purchases and use(s) are the sole responsibility of You, the Buyer. JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com take no responsibility for the use or misuse of the Product(s). You, the Buyer, assumes all responsibility for any Product(s) purchased. Caution: Crystals, Crystal Dust, Essential Oils, Fragrance Oils, Ritual Kits and/or bath and/or body Products created by JMM Creative Inc., Jill Marie Morris and/or www.jillmariemorris.com, are not for consumption and are to be used for external use only. No liability will be assumed by JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com arising out of the misuse or otherwise of any Product(s) sold and/or made by JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com. DISCLAIMER: By purchasing any Product(s) from JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com, You agree to keep all Product(s) purchased on this Site out of reach of children and/or away from pets. By purchasing any Product(s) offered on this Site, and You have any known or unknown medical conditions including, but not limited to being pregnant, and/or nursing an infant, and/or have heart disease, and/or liver damage, and/or epilepsy, and/or high blood pressure, and/or allergies, and/or diabetes, and/or cancer and/or have any other medical condition(s). You will seek the advice of a healthcare professional before using any of the Products on this Site. Some Products contain essential oils and/or fragrance oils and/or scents that may cause irritation and/or other medical conditions in some individuals with sensitive skin and allergies. By purchasing any Product(s) from JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com, You release JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com from any and all liability arising out of the use of the Product(s). Use at Your own risk. A skin test should be performed before using the Product(s). To conduct a skin test, apply a small amount to the skin of Your inner arm and wait 10 minutes to see how Your skin reacts to the Product before applying it to Your body. Do not use the Product(s) if redness or irritation occurs. Keep all Products away from eyes and mouth. Immediately discontinue use if redness, burning, itching or irritation occurs and consult Your medical provider. By purchasing any Product(s) by JMM Creative Inc., Jill Marie Morris and/or www.iillmariemorris.com. You acknowledge and agree to all of the information contained within these Terms and Conditions and release JMM Creative Inc., Jill Marie Morris, and/or www.jillmariemorris.com from all liability. JMM Creative Inc. does not issue any refunds or authorize returns or exchanges for any reason. All sales are final.

# Sales Tax

www.jillmariemorris.com charges sales tax for Merchandise and Products ordered on this Site based on the applicable state sales tax rate.

### **Customs & Import Duties**

Customs and import duties may be applied to International orders when the shipment reaches its destination. Such charges are the responsibility of the recipient of Your order and vary from country to country. Please contact Your local customs office for details pertaining to specific Customs and Import laws. Shipping laws are different in each country. It is Your responsibility to check with Your Customs office to verify whether the country to which You are shipping permits the shipment of Your products. shopjillmariemorris.com is not responsible for any direct, indirect, punitive, or consequential damages that arise from improper international shipping practices.

## Shipping & Delivery

At present the Sites ship merchandise to locations within the United States and U.S. territories, including Alaska, Hawaii, and Puerto Rico, ONLY.

You agree that all Merchandise and/or Products are inspected by JMM before being packaged and presented for mailing to You. You agree the risk of loss and title for all merchandise ordered on the Sites is passed to you when the merchandise is delivered to the shipping carrier. You agree to address the matter with the carrier if and when a problem has occurred with Your Merchandise and/or Products during the shipment of Your order.

## Links to Third Party Sites/Third Party Services

The Site www.jillmariemorris.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of JMM, Jill Marie Morris and/or www.jillmariemorris.com, and therefore are not responsible for the contents of any Linked Sites, including without limitation any link contained in a Linked Sites, or any changes or updates to a Linked Sites. This Site is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by JMM, Jill Marie Morris and/or www.jillmariemorris.com of the sites or any association with its operators. Certain Services and/or Merchandise and/or Products made available via www.jillmariemorris.com are delivered by third party sites and organizations. By using any Merchandise, and/or Product and/or Services or functionality originating from the www.jillmariemorris.com, You hereby acknowledge and consent that JMM may share such information and data with any third party with whom JMM has a contractual relationship to provide the requested product, Merchandise, Services and/or functionality on behalf of www.jillmariemorris.com users and customers.

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#### International Users

The Service is controlled, operated and administered by JMM from our offices within the USA. If You access the Service from a location outside the USA, You are responsible for compliance with all local laws. You agree that You will not use the JMM Content accessed through www.jillmariemorris.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations. Indemnification You agree to indemnify, defend and hold harmless JMM, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of Your use of or inability to use the Sites or Services, any user postings made by You, Your violation of any terms of this Agreement or Your violation of any rights of a third party, or Your violation of any applicable laws, rules or regulations. JMM reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with JMM in asserting any available defenses.

#### Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration services selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions. Class Action Waiver Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted.

THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS JMM IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.

Further, unless both You and Employer agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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## Miscellaneous

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