

TERMS AND CONDITIONS OF USE

Last Updated: April 11, 2024

Please read these Terms and Conditions of Use (“[Terms and Conditions](#)”) and our “[Privacy Policy](#)” carefully prior to visiting or using this Website, registering to use or using the Service or otherwise submitting information to Concierge your Gift, LLC (“[CYG](#)”). By doing any of the foregoing, you agree to be bound by these Terms and Conditions and our Privacy Policy. **If you do not agree with all of these Terms and Conditions and our Privacy Policy, you are not authorized to visit or use this Website, register to use or use the Service or submit information to CYG and your sole remedy is to stop accessing and using this Website.**

Please Note: These Terms and Conditions include an agreement to arbitrate all claims.

DEFINITIONS

In addition to the capitalized defined within these Terms and Conditions, the following capitalized terms will have the following meanings:

- “[Aggregated Information](#)” means aggregated, anonymous data and statistical information about the use of this Website and/or the Service.
- “[Customer](#)”, “[user](#)”, “[you](#)” and “[your](#)” means any person who visits, registers to use or uses this Website and/or the Service, or who submits information to CYG through this Website and/or the Service.
- “[Customer Information](#)” means all non-Personal Information that you provide to CYG through this Website and/or the Service.
- “[Personal Information](#)” means all personally identifiable information provided through this Website and/or the Service for purposes of using this Website and/or the Service, including, without limitation, your name, company’s name (if applicable), contact information, username, password, other log-in information, and billing information.
- “[CYG](#)”, “[our](#)”, “[us](#)”, and “[we](#)” means Concierge Your Gift, LLC.
- “[Mobile App](#)” means the software application for this Website, which is designed to run on smartphones, tablet computers and other mobile devices.
- “[Service](#)” means the service or services, as applicable, provided through this Website, as well as all of our current and future intellectual property rights and proprietary technology associated with such service or services.
- “[User Generated Content](#)” means all feedback, suggestions, enhancement requests and recommendations, as well as all content you generate or provide, that is posted or submitted through this Website or the Service, or otherwise provided to CYG and relating to this Website or the Service.
- “[Website](#)” means, collectively, this Website, our Mobile App and the Service, as well as all of our current and future intellectual property rights and proprietary technology associated with this Website, our Mobile App and/or the Service and all of our current and future Services.

YOUR USE OF THIS WEBSITE

You are only entitled to use this Website for lawful purposes and pursuant to these Terms and Conditions. Your use of this Website is restricted to your personal, non-commercial and informational use only. By visiting or using this Website, registering to use or using the Service, or submitting information to CYG through this Website, you represent to CYG that you (i) are authorized to act on behalf of the legal entity contracting with CYG or of legal age to agree to these Terms and Conditions; (ii) agree to comply with all applicable rules, regulations, and laws regarding online conduct and transmission of information; and (iii) agree to be bound by these Terms and

Conditions. To determine your compliance with these Terms and Conditions, we reserve the right, but are not obligated, to monitor your use of this Website.

INFORMATIONAL WEBSITE

This Website is an informational website. Some of the information set forth on this Website is the opinion of those interviewed for articles appearing on this Website. Those opinions are solely the opinions of the interviewee, and are not necessarily the opinion of CYG, its management or advertisers. We are not responsible for any opinion or errors posted on this Website.

AVAILABILITY

Your use of this Website may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of this Website, or other actions that we may take at our sole discretion and from time to time. We reserve the right to modify, suspend, or discontinue the availability of this Website, or any portion or feature of either, at any time and in our sole discretion and without prior notice. You, and not CYG, are solely responsible for maintaining, protecting, backing-up and providing redundant access to your Customer Information, Personal Information and User Generated Content.

JURISDICTIONAL RESTRICTIONS

Although this Website is accessible worldwide, this Website is neither designed nor intended for use outside the United States. Those who choose to access this Website from locations outside the United States do so on their own initiative and at their own risk and are responsible for compliance with all local laws. We reserve the right, at any time and in our sole discretion, to limit the availability and/or use of this Website to any person, geographic area, or jurisdiction. You shall, at all times, comply with all applicable laws and regulations of the United States and all other applicable governmental entities governing, restricting or otherwise pertaining to the use, transmission, display, exporting or importing of data, products, services and/or technical information.

USERNAMES AND PASSWORDS

To use the Service, you must register for an account with a username and password. Your username and password will allow you to log-in to your account, access and use this Website. **YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS WITH RESPECT TO MAINTAINING THE CONFIDENTIALITY, MAINTENANCE, AND PROPER USE OF YOUR USERNAME AND PASSWORD AND SOLELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.** You agree not to disclose any usernames or passwords to any third party and not to permit any third party to make use of your account or your username or password. You also agree to use proper termination procedures at the end of each session during which you access this Website, including full termination of your connection with the Service.

You shall immediately notify CYG by e-mail if you become aware of any actual or suspected unauthorized access to or use of the Service by any party or any other actual or potential security breach involving the Service. CYG may, in our sole discretion and at any time, decide to change your username or password upon notice to you.

If you discover at any time that you have been granted unauthorized access to the account of another person or access to any other information or documents contained on this Website that you are not authorized to access or view, you shall (i) immediately cease any access to such information; (ii) take reasonable steps to prevent the disclosure of any such unauthorized information; and (iii) immediately inform CYG of this situation by e-mail.

ACCOUNT

Your use of your account and the Service is currently provided at no charge. However, CYG reserves the right, at any time, to add a fee for use of the Service and to change the benefits for the no charge Service. Before you are charged a fee for using the Service, we will provide you with notice and the option to register for the Service of your choice.

CANCELLATION

You may cancel your account and use of the Service at any time by contacting CYG at the e-mail address provided below. **You are solely responsible for properly canceling your account with CYG.** Once you cancel your account, your Customer Information and Personal Information may no longer be available or accessible.

CODE OF CONDUCT

You agree that you shall not, and you shall not attempt, or otherwise authorize, encourage, or support a third party's attempts, to do any of the following:

- Use this Website for any unlawful personal, commercial, research, or information gathering purposes.
- Circumvent, re-engineer, decompile, decrypt, break, or otherwise alter or interfere with this Website.
- Breach or otherwise circumvent any security or authentication measures for this Website.
- Probe, scan or test the vulnerability of this Website, the Service or any network associated with this Website.
- Create derivative works of or reproduce, modify, distribute, sell, or otherwise transfer any rights in or to any of the content of this Website.
- Register to use, use, access or copy any information from this Website if you are a competitor of CYG.
- Register to use, use, access or copy any information from this Website for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.
- Meta tag, frame, or mirror this Website.
- Restrict, inhibit, or prevent any access to, use or enjoyment of this Website.
- Use any search engine, software, tool, agent or other device or mechanism, including, without limitation, browsers, spiders, robots, scrapers, avatars or intelligent agents, deep link, or other similar automated device, program, algorithm, or methodology (other than those made available by CYG on this Website or other generally available third party web browsers, e.g., Internet Explorer, Chrome, Firefox or Safari), to access, acquire, copy, monitor, navigate, or search this Website.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, scrape, or in any way reproduce or circumvent the navigational structure or presentation of this Website.
- Plant in, or otherwise use, this Website to distribute malware.
- Send altered, deceptive or false source-identifying information, including spoofing or phishing, through this Website.
- Send unsolicited communications or SPAM through this Website.
- Promote or advertise products or services, except as expressly authorized by CYG in writing and in advance, through this Website.
- Impersonate or misrepresent your affiliation with any other person or entity.

You also agree that you shall not transmit, submit or post any of the following to or through this Website, the Service or otherwise to CYG:

- Information that is false, inaccurate, incomplete, untimely or misleading.
- Information that violates any law, statute, ordinance or regulation.
- Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to CYG or third parties.
- Information that breaches or infringes on CYG or any third party's rights of confidentiality, publicity, privacy, intellectual property and/or other proprietary rights.
- Copyrighted and/or trademarked information without prior written permission from CYG.
- Data that contains any viruses, worms, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots or other enabling or disabling code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Information containing or constituting chain letters, mass mailings, political campaigning, unsolicited or unauthorized advertising, or any form of SPAM.
- Commercial advertisements or solicitations without prior written permission from CYG.

PROPRIETARY RIGHTS

- Website Materials. CYG owns all right, title and interest in and to this Website including, without limitation, the look and feel, design and organization, and the compilation of the content, code, data and other materials on this Website (collectively, "Website Materials").

- Names and Markings. As between you and CYG, CYG owns all right, title and interest in and to the name "Concierge Your Gift" and all copyrights, service mark rights, trademark rights, trade dress rights, patent rights, database rights, moral rights, and other intellectual property and proprietary rights relating to this Website or otherwise owned and/or operated by CYG, as well as all of CYG's URLs, website domain names, graphics, logos, page headers, button icons, scripts, other markings (collectively, "Names and Markings").
- Website Content. As between you and CYG, CYG owns all right, title and interest in and to all content on this Website, including, without limitation, all audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles, Shockwave files (collectively, "Website Content").
- Customer Information. As between you and CYG, you exclusively own all right, title and interest in and to all of your Customer Information. For information on how we collect, store, use and disclose your Customer Information, please read our "[Privacy Policy](#)".
- Personal Information. As between you and CYG, you also exclusively own all right, title and interest in and to all of your Personal Information. For information on how we collect, store, use and disclose your Personal Information, please read our "[Privacy Policy](#)".
- Aggregated Information. As between you and CYG, CYG exclusively owns all right, title and interest in and to all Aggregated Information. We have no obligation to retain, provide you with copies of or protect the confidentiality of any Aggregated Information. For information on how we collect, store, use and disclose Aggregated Information, please read our "[Privacy Policy](#)".
- User Generated Content. As between you and CYG, CYG exclusively owns all right, title and interest in and to all of your User Generated Content. We have no obligation to retain, provide you with copies of or protect the confidentiality of any User Generated Content. For information on how we collect, store, use and disclose User Generated Content, please read our "[Privacy Policy](#)".
- Limited License and Prohibited Use. You may not use any of the Website Materials, Website Content, or Names and Markings without our express, prior written permission. You shall not delete or in any other manner alter the copyright, trademark, and other proprietary notices appearing on this Website or in any way connected with the Service. We make no proprietary claim to any third party names, copyrights, service marks, trademarks, or trade dress appearing on this Website. Any third party names, copyrights, service marks, trademarks, or trade dress appearing on this Website are property of their respective owners. Without our express, prior written consent, you may only print, download, or otherwise use the Website Materials, Website Content and Names and Markings for your own internal, non-commercial use consistent with these Terms and Conditions and applicable law. Except as otherwise permitted under the copyright laws of the United States, no other copying, distribution, redistribution, transmission, publication, or use is permitted. Your use of this Website does not grant to you ownership of any content, code, data or other materials you may access on or through this Website. CYG expressly reserves all rights not expressly granted to you in these Terms and Conditions.

RIGHTS YOU GRANT TO CYG

Subject to these Terms and Conditions and our Privacy Policy, you hereby grant CYG a limited, non-exclusive, royalty-free, fully paid-up, worldwide right and license to use your Customer Information and Personal Information as may be necessary for CYG to provide you with the Service. You also hereby assign to CYG all of your right, title and interest in and to all of your User Generated Content, including, without limitation, all intellectual property rights relating to your User Generated Content. At CYG's request and expense, you will execute all reasonable documents and take such further acts as CYG may reasonably request to assist CYG to acquire, perfect and maintain such intellectual property rights in the User Generated Content.

YOUR INFORMATION REPRESENTATIONS AND WARRANTIES

By submitting Customer Information, Personal Information and/or User Generated Content to CYG, you represent and warrant to CYG that you are entitled to submit such Customer Information, Personal Information and/or User Generated Content to CYG and CYG is entitled to use such Customer Information, Personal Information and/or

User Generated Content as set forth in these Terms and Conditions and subject to our Privacy Policy, without any restrictions or limitations and without any monetary or other obligation by CYG. From time to time, we may need your permission to do things with your Customer Information and/or Personal Information to be able to provide you with the Service. You are hereby providing us with your express permission to do those things solely to provide you with the Service. This permission also extends to third parties, we work with to provide you with the Service.

BLOGS, FORUMS, CHAT ROOMS AND BULLETIN BOARDS

This Website includes blogs, forums, chat rooms and/or bulletin boards (each, a "Forum"), which allows users to post User Generated Content and interact. CYG does not prepare, approve or endorse any User Generated Content that may appear in a Forum. You acknowledge and agree that CYG has no control over and is not responsible for the accuracy, correctness, timeliness, safety or legality of any User Generated Content. You may find User Generated Content to be deceptive, inaccurate, harmful or offensive. Please use caution and common sense when reading User Generated Content posted in our Forums, and do not rely solely on such information. You hereby acknowledge and agree that your use and/or reliance on any User Generated Content is at your own risk. CYG reserves the right, but not the obligation, from time to time and at our sole discretion for any reason or no reason, to monitor, edit, remove and/or re-post User Generated Content posted in our Forums.

COPYRIGHT INFRINGEMENT NOTICE

We respect the intellectual property rights of our customers and third parties, and we comply with the Digital Millennium Copyright Act of 1988 ("DMCA"). This DMCA Policy addresses how we handle notices of alleged copyright infringement appearing on this Website.

- **Notification**. Pursuant to the DMCA, notifications (each, a "Notification") of alleged copyright infringement appearing on this Website must be sent in writing to CYG's designated agent ("Designated Agent") as follows:

Concierge Your Gift LLC
Attn: Designated Agent
E-mail: info@conciergeyourgift.com

Pursuant to Title 17, U.S. Code, Section 512(c)(2), the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single Notification, a representative list of such works;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit CYG to locate the material;
4. Information reasonably sufficient to permit CYG to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the Complaining Party may be contacted;
5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement under penalty of perjury that the information in the Notification is accurate and that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information as outlined in 1 through 6 above, and pursuant to Title 17, U.S. Code, Section 512(c)(2):

1. CYG will remove or disable access to the material that is alleged to be infringing;
2. CYG will attempt to forward the written Notification to the alleged infringer; and
3. CYG will take reasonable steps to attempt to notify the alleged infringer that CYG has removed or disabled access to the material.

- **Counter Notification**. Pursuant to Title 17, U.S. Code, Section 512(c)(2), a party may counter a Notification by providing a written communication (each, a "**Counter Notification**") to CYG's Designated Agent that includes substantially the following:
 1. A physical or electronic signature of the party;
 2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 3. A statement under penalty of perjury that the party has 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;
 4. The party's name, address, and telephone number; and
 5. A statement that the party consents to the jurisdiction of Federal District Court for the judicial district in which the party is located, or if the party's address is outside of the U.S., for any judicial district in which the Website may be found, and that the party will accept service of process from the person who provided the Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, and pursuant to Title 17, U.S. Code, Section 512(c)(2):

1. CYG will attempt to provide the Complaining Party with a copy of the Counter Notification;
 2. CYG will attempt to inform the Complaining Party that CYG will replace the removed material or cease disabling access to the removed material within 10 business days;
 3. CYG will replace the removed material or cease disabling access to the removed material within 14 business days following receipt of the Counter Notification, provided CYG's Designated Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain the party providing the Counter Notification from engaging in infringing activity relating to the removed material on CYG's network or system.
- **Repeat Infringers**. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

LINKS TO THIRD PARTY WEBSITES

This Website may contain links to third party websites. These links do not constitute an endorsement by CYG of those websites, nor the products or services promoted on or offered through those websites. We are not responsible for the terms and conditions of use, privacy policy, practices, or the content of such third parties or their websites. We encourage our customers to be aware of when they leave this Website and to read the terms and conditions of use and privacy policy of each website for which there is a link from this Website. If you have a question about the terms and conditions of use, privacy policy, practices, or content of a third party website, please contact the applicable third party directly. You acknowledge and agree that we shall not be a party to, or in any way responsible for, any transaction involving products or services made available from third parties or for any content relating to any products or services offered by third parties.

LINKING TO THIS WEBSITE

You may link to this Website's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you may not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You may not establish a link from any website that is not owned by you. This Website may not be framed on any other website, nor may you create a link to any part of this Website other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking to cease immediately. We reserve the right to withdraw linking permission without notice.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS SET FORTH BELOW ARE REASONABLE, REFLECT AN INFORMED, VOLUNTARY ALLOCATION OF THE RISKS BOTH KNOWN AND UNKNOWN THAT MAY EXIST IN CONNECTION WITH THESE TERMS AND CONDITIONS, AND ARE FUNDAMENTAL ELEMENTS OF THESE TERMS AND CONDITIONS WHICH MATERIALLY INDUCED CYG TO ENTER INTO THESE TERMS AND CONDITIONS.

THE TRANSMISSION, STORAGE, VIEWING AND RETRIEVAL OF DATA AND FILES THROUGH THE INTERNET ARE SUBJECT TO A VARIETY OF CONDITIONS BEYOND OUR CONTROL THAT MAKE SUCH TRANSMISSION, STORAGE, VIEWING AND RETRIEVAL POTENTIALLY UNRELIABLE. THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, ALL CONTENT, LICENSES, FUNCTIONS, MATERIALS, AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND.

TO THE MAXIMUM EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THESE TERMS AND CONDITIONS AND THIS WEBSITE, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

CYG DOES NOT WARRANT THAT THIS WEBSITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED WITHIN THIS WEBSITE, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT THIS WEBSITE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THAT THIS WEBSITE WILL BE SECURE FROM UNAUTHORIZED ACCESS; OR THAT THIS WEBSITE WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF YOUR DEVICE, NETWORK OR SYSTEM. CYG DOES NOT WARRANT THAT THIS WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT THIS WEBSITE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM. CYG DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF THIS WEBSITE OR THE RESULTS OF THE USE OF THIS WEBSITE IN TERMS OF THEIR ACCURACY, CORRECTNESS, CURRENTNESS, QUALITY, RELIABILITY, SECURITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY CYG OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. WE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, SERVICES, CONTENT, DATA, MATERIAL, SOFTWARE, EQUIPMENT OR HARDWARE. CYG SHALL NOT BE LIABLE FOR YOUR USE OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT OF THIS WEBSITE AND ANY ERRORS CONTAINED WITHIN THIS WEBSITE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THE DISCLAIMER OF WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND WILL CONTINUE TO APPLY EVEN IF ANY EXCLUSIVE REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

This Website may become unavailable due to any number of factors, including, without limitation, scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the unavailability or interruption of access to the Internet. The disclaimers set forth in this section shall apply regardless of whether (i) we determine that your device, network or system is deemed secure; (ii) you perform such modifications to your device, network or system as we reasonably suggest in order for your device, network or system to be deemed "secure", or (iii) otherwise.

Some state laws do not allow disclaimers of implied warranties. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you.

LIMITATION OF LIABILITY

CYG SHALL NOT BE RESPONSIBLE FOR ANY BUSINESS INTERRUPTIONS THAT MAY BE CAUSED BY YOUR USE OF THIS WEBSITE, YOUR INABILITY TO ACCESS OR USE THIS WEBSITE OR ANY SUBMISSION OF INFORMATION THROUGH THIS WEBSITE. UNDER NO CIRCUMSTANCES WILL CYG BE LIABLE TO YOU FOR THE COST OF PROCUREMENT OF REPLACEMENT PRODUCTS, SOFTWARE, SERVICES, DATA, CONTENT OR MATERIAL. CYG SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT ARISE, DIRECTLY OR INDIRECTLY, OUT OF OR ARE RELATED TO THESE TERMS AND CONDITIONS, YOUR

USE OF OR INABILITY TO USE THIS WEBSITE, OR SUBMISSION OF INFORMATION THROUGH THIS WEBSITE, EVEN IF CYG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF CYG TO YOU FOR ALL CLAIMS THAT ARISE, DIRECTLY OR INDIRECTLY, OUT OF OR ARE RELATED TO THESE TERMS AND CONDITIONS, YOUR USE OR INABILITY TO USE THIS WEBSITE, OR SUBMISSION OF INFORMATION THROUGH THIS WEBSITE, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED \$100. THE LIMITATION OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS FORMS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL CONTINUE TO APPLY EVEN IF ANY EXCLUSIVE REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

Some state laws do not allow limitations on certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THESE TERMS AND CONDITIONS AND/OR THIS WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

INDEMNIFICATION

You hereby agree to defend, indemnify, and hold harmless CYG and its officers, directors, shareholders, employees, affiliates, independent contractors, agents, and representatives from and against any and all claims and expenses, including, but not limited to, attorneys' fees and costs, arising, directly or indirectly, out of or attributable to (i) any breach or violation by you of these Terms and Conditions; (ii) your failure to provide accurate, complete, and/or current information when using this Website, registering to use or using the Service, and/or submitting information through this Website; (iii) your use or misuse of this Website; and (iv) any agreement between you and any third party.

DISPUTE RESOLUTION

- **Customer Service Department.** Most concerns involving this Website can be resolved quickly and efficiently through our customer service department. If you are unable to resolve your concern within ten (10) business days of contacting our customer service department, then either party may file an arbitration proceeding pursuant to these Terms and Conditions to resolve the dispute.
- **Arbitration.** Any controversy or dispute not resolved through our customer service department and arising, directly or indirectly, out of or related to these Terms and Conditions shall be submitted to final binding arbitration in Miami-Dade County, Florida before the American Arbitration Association under the commercial arbitration rules then administered by the American Arbitration Association. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. Except as otherwise provided in these Terms and Conditions, no action at law or in equity based upon any claim arising, directly or indirectly, out of or related to these Terms and Conditions shall be instituted in any court by any party, except: (i) an action to compel arbitration pursuant to this section; (ii) an action to enforce an award obtained in an arbitration proceeding in accordance with this section; or (iii) an action for injunctive relief. **Any arbitration arising, directly or indirectly, out of or related to these Terms and Conditions shall take place on an individual basis and class arbitrations and class actions are hereby specifically agreed to as not permitted. You agree that you and CYG are each waiving their right to trial by jury or to participate in a class action.**
- **Governing Law, Jurisdiction and Venue**
These Terms and Conditions shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For any action to compel arbitration or enforce an arbitration award or seek injunctive relief pursuant to these Terms and Conditions, the parties hereby expressly consent to the jurisdiction and venue of the state and/or federal

courts in and/or for Miami-Dade County, Florida, USA, and each party hereby expressly waives any objection to such venue based upon *forum non-conveniens* or otherwise.

- **General.** The prevailing party in any arbitration proceeding or any action to compel arbitration, enforce an arbitration award, or seek injunctive relief and arising, directly or indirectly, out of or related to these Terms and Conditions will be entitled to an award of their reasonable attorney's fees and costs (including, without limitation, all taxable and non-taxable costs, and all fees and costs to determine the amount of fees and costs to be awarded) incurred prior to any such arbitration or legal action, as well as at all levels of trial and appeal. You also agree that service of any court paper may be affected upon you by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules. You acknowledge that we may be irreparably damaged if these Terms and Conditions are breached by you, and damages at law would be an inadequate remedy. In the event of a breach or threatened breach of any provision of these Terms and Conditions by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, or to a decree for specific performance of the provisions of these Terms and Conditions.

FORCE MAJEURE

Neither party shall be liable for any delay in performing its obligations if such delay is caused by circumstances beyond the party's reasonable control, including, without limitation, any delay caused by any act or omission of the other party, acts of God, war, terrorism, floods, windstorm, labor disputes, or delay of essential materials or services. The delayed party shall promptly notify the other party of the reasons for and the likely duration of the delay, whereupon an extension of time equal to the period of delay, but not greater than thirty (30) days, shall be granted to the delayed party. If the period of the delay shall exceed thirty (30) days, then the non-delayed party may cancel further performance of the delayed obligation without any penalty whatsoever.

TERM AND SURVIVAL

Your agreement to be bound by these Terms and Conditions commences with your visiting or using this Website, registering to use or using the Service, or otherwise submitting information through this Website, and your agreement to be so bound will continue until your right to use this Website and/or the Service is either canceled or terminated, subject to the survival of our Privacy Policy and any obligation you have to CYG, as well as each of the following provisions – Informational Website; Usernames and Passwords; Cancellation; Proprietary Rights – Website Materials, Names and Markings, Website Content, Customer Information, Personal Information, Aggregated Information, User Generated Content, and Limited License and Prohibited Use; Rights You Grant To CYG; Your Information Representations and Warranties; Blogs, Forums, Chat Rooms and Bulletin Board; Copyright Infringement Notice; Links to Third Party Websites; Linking to this Website; Disclaimer of Warranties; Limitation of Liability; Limitation On Time To File Claims; Indemnification; Dispute Resolution – Customer Service Department, Arbitration, Governing Law, Jurisdiction and Venue, and General; Force Majeure; Term and Survival; Changes To Terms and Conditions; and General Information. If, following the cancellation or termination of your right to use this Website and/or the Service, you visit or use this Website, register to use or use the Service, or otherwise submit information through this Website, then you again agree to be bound by these Terms and Conditions.

CHANGES TO OUR TERMS AND CONDITIONS

At our sole discretion and at any time, we may amend these Terms and Conditions. You should review these Terms and Conditions for amendments each time you visit or use this Website or purchase or use the Service. For your convenience, we post on this Website the last date these Terms and Conditions were updated. If our Terms and Conditions are amended, the amended Terms and Conditions will take effect immediately for all users of this Website. Your continued use of this Website following an amendment will evidence your acceptance of the amended Terms and Conditions.

GENERAL INFORMATION

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