

TERMS AND CONDITIONS

10-PIECE AI TOOLKIT

Terms and Conditions

10-Piece AI Toolkit for Arts and Culture Marketers

General Terms

By acquiring access and/or using our 10-Piece AI Toolkit for Arts and Culture Marketers (“Toolkit”), You confirm that You agree to be bound by the Toolkit’s terms and conditions contained in these Terms & Conditions (“Terms”) outlined below. In these Terms, “you” refers both to you as an individual and to the entity you represent. These Terms apply to the access and use of the Toolkit provided by Capacity Interactive Consulting LLC (the “Company” or “CI”) and any email or other type of communication between You and the Company regarding the Toolkit.

If you do not agree to these Terms, please do not use the Services. If you violate any of these Terms, CI reserves the right to cancel Your account or block access to Your account without notice.

IMPORTANT – THESE TERMS INCLUDE AN ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND A WAIVER OF YOUR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

Definitions

Whenever the following terms are used in these Terms, they shall be defined as follows:

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Authorized Users: Your employees or contractors (i) who are authorized by You to access and use the Services under the rights granted to You pursuant to these Terms and (ii) for whom access to the Services has been purchased hereunder.

Documentation: means any user manuals, training, and guides relating to the Services provided by CI to You either electronically or in hard copy form.

Cookie: small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about You such as Your language preference or login information.

Customer Data: information, data, and other content that You or Your Authorized User submits, posts, or otherwise transmits through the Services.

Device: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit CI and use the Services.

Service: refers to the access and use of the Toolkit as described on the Website.

Third-party service: refers to advertisers, promotional and marketing partners, and others who provide our content or whose products or services we think may interest You.

Toolkit IP: the Services, the Documentation, and any and all intellectual property provided to You or any Authorized User in connection with the Terms. For the avoidance of doubt, Toolkit IP includes any data and information related to your use of the Services, and any information, data, or other content derived from CI's monitoring of Your access to or use of the Services, but does not include Customer Data.

Website: CI's site, which can be accessed via this URL: <https://capacityinteractive.com/ai-toolkit/#Toolkit>

You: a person or entity that is registered with CI to access and use the Services.

Access and Use

Provision of Access. Subject to and conditioned on Your payment of Fees and compliance with the Terms, CI hereby grants You a revocable, non-exclusive, non-sublicenseable, non-transferable, right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the Terms. Such use is limited to Your internal use. CI shall provide to You the necessary links or connections to allow You to access the Services. Any Authorized Users that You may designate must be employed by the same organization as You or be actively working as a contractor for the same organization except as

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expressly agreed to in writing by CI and subject to any appropriate adjustment of the Fees payable hereunder. Should any Authorized User cease to be employed by You or a contractor with you, for whatever reason, that individual shall cease to be permitted to access the Services following such cessation. You must report the cessation immediately by emailing CI at aitoolkit@capacityinteractive.com. CI shall not be responsible or have liability for any activity or use of the Services by such unauthorized persons.

Documentation License. Subject to the Terms, CI hereby grants to You a revocable, non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

Use Restrictions. You shall not use the Services for any purposes beyond the scope of the access granted in these Terms. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to:

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- (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part;
- (ii) license, sublicense, assign, sell, rent, lend, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit or make available the Services or Documentation;
- (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part;
- (iv) remove any proprietary notices from the Services or Documentation;
- (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law or regulation;
- (vi) use the Services for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- (vii) use the Service to unlawfully impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity;
- (viii) infringe upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity;
- (ix) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by CI, may harm or offend the Company or users of the Service or expose them to liability.
- (x) generate offensive sexual, religious and political content;
- (xi) use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service;
- (xii) use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent;
- (xiii) use any Device, software, or routine that interferes with the proper working of the Service;
- (xiv) introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;

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(xv) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service; or

(xvi) attack the Service via a denial-of-service attack or a distributed denial-of-service attack.

Reservation of Rights. CI reserves all rights not expressly granted to You in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in the Terms grants, by implication, waiver, estoppel, or otherwise, to You or any third party any intellectual property rights or other right, title, or interest in or to the Toolkit IP.

Suspension. Notwithstanding anything to the contrary in these Terms, CI may temporarily suspend Your and any Authorized User's access to any portion or all of the Services if: (i) CI reasonably determines that (A) there is a threat to or attack on any of the Toolkit IP; (B) Your or any Authorized User's use of the Toolkit IP disrupts or poses a security risk to the Toolkit IP or to any other customer or vendor of CI or any of its other products or services; (C) You, or any Authorized User, is using the Toolkit IP for fraudulent or illegal activities; (D) subject to applicable law, You have ceased to continue your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) (i) CI's provision of the Services to You or any Authorized User is prohibited by applicable law; (ii) any vendor of CI, including but not limited to OpenAI and ChatGPT, has suspended or terminated CI's access to or use of any third-party services or products required to enable You to access the Services; or (iii) You fail to timely pay the applicable Fees (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). In the event of a Service Suspension that continues for a period of fifteen (15) business days or more, You, in Your sole discretion, may elect to terminate the agreement and Services, in which case CI shall refund You any prepaid fees covering the remainder of the applicable period from the start date of the Service Suspension. CI shall use commercially reasonable efforts to provide written notice of any material Service Suspension to You and to provide updates regarding resumption of access to the Services following any Service Suspension. CI shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. CI will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that You or any Authorized User may incur as a result of a Service Suspension.

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Privacy and Security. CI will implement and maintain appropriate administrative, physical, and technical safeguards designed to prevent any unauthorized collection, use or disclosure of, or access to, the Services and/or Customer Data. Other than the information You provide when (i) setting up and maintaining Your account, (ii) paying for the Services, (iii) engaging in activity on CI's website, and (iv) otherwise directly interacting with the Company, CI does not receive, access, process, or store the data, prompts, documents, and other information and materials You input or upload when using the Services. Those data, prompts, documents, and other information and materials You input or upload when using the Services are processed and stored on OpenAI's ChatGPT platform, which is subject to the terms of use, privacy policies, and other policies and procedures applicable to that and related platforms.

Your Responsibilities

You are responsible and liable for all uses of the Services and Documentation resulting from access by You and your Authorized Users, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, You are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by You will be deemed a breach of these Terms by You. You shall use reasonable efforts to make all Authorized Users aware of these Terms as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

Fees. You shall pay the applicable fees ("Fees") for the subscription to the Services specified at <https://capacityinteractive.com/ai-toolkit/#Toolkit> without offset or deduction. You shall make all payments hereunder in US dollars. You can pay for your subscription via debit or credit card. Payment will be charged to the payment method you provided at the time of purchase. You authorize us to charge the applicable subscription fees to the payment method that you have chosen, including for any renewals of the subscription.

If You wish to purchase the Services ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

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CI may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

CI reserves the right to refuse or cancel Your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. CI reserves the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

If You fail to make any payment when due, without limiting CI's other rights and remedies: (i) CI may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) You shall reimburse CI for all reasonable costs incurred by CI in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, CI may suspend Your and Your Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

Taxes. All Fees and other amounts payable by You under these Terms are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by You hereunder, other than any taxes imposed on CI's income.

Third-Party Products. CI may from time to time make Third-Party Products available to You. For purposes of these Terms, such Third-Party Products are subject to their own terms and conditions. If You do not agree to abide by the applicable terms for any such Third-Party Products, then You should not install or use such Third-Party Products.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by You to CI with respect to the Services shall remain the sole and exclusive property of CI. CI shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

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Your Submissions and Privacy

In the event that while using the Services You submit or post on to CI's or a third party's information systems, any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, You expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of the recipient without any compensation or credit to you whatsoever. CI and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in the submissions or posts it receives for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

Service Levels and Support

Service Levels. Subject to these Terms, CI shall use commercially reasonable efforts to make the Services available.

Refund Policy

You may be eligible for a refund for purchases that are directly made on this website for the Services, if you are not satisfied with the Services, provided that the conditions set forth in this Refund Policy are met, in addition to the refund rights that are mandatorily granted by the applicable laws.

Renewal. Your subscription will be automatically renewed within 24 hours before the current subscription ends.

Cancellation. Canceling Your subscription means that the automatic renewal will be disabled, but you will still have access to all your subscription features for the remaining time of your then-current period. You may cancel your subscription purchased on our website by contacting CI via email: aitoolkit@capacityinteractive.com, or by logging into your membership portal and clicking the cancellation link. To avoid being charged for your next billing period, cancel your subscription at least 24 hours before your next billing date. Subscription fees are non-refundable.

Chargebacks and Disputes. If, at any time, You initiate a chargeback or otherwise reverse any payment of applicable subscription fees in your account, CI may disable or terminate Your account immediately at our

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sole discretion for the breach of Your payment obligations hereunder. We reserve the right to dispute any chargeback received, including by providing the relevant financial institution with any information proving that the payment in question was authorized by You who is responsible for such chargeback.

Generative AI Technology Using OpenAI's ChatGPT

1. Use of ChatGPT: Our Services uses ChatGPT, a generative AI service provided by OpenAI, to support the services provided under these Terms.
2. Data Collected by OpenAI: ChatGPT captures data such as prompts, uploaded documents, and other items and content, all of which is subject to OpenAI and ChatGPT's terms and conditions.
3. Compliance with Data Protection Laws: CI complied with all applicable privacy and data protection laws with respect to the data CI collects, however, CI is not responsible for and shall have no liability whatsoever for any data, records, files, prompts, or other content or items shared with third parties including OpenAI and ChatGPT, whether or not in connection with the access or use of the Services.
4. Your Consent: By using the Services, you consent to the processing of data about you and that you provide by OpenAI and ChatGPT in the manner and for the purposes set out above.

Links to Other Websites

These Terms apply only to the Services. The Services may contain links to other websites not operated or controlled by CI. We are not responsible for the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by CI. CI does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Please remember that when You use a link to go from the Services to another website, except as otherwise noted, these Terms are no longer in effect. Your browsing and interaction on any other website, including those that have a link on the Services, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about You. Third-Party Services and links thereto are provided solely as a convenience to You and You may access and use them entirely at Your own risk and subject to such third parties' terms and conditions.

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Cookies

CI uses "cookies" to identify the areas of our website that You have visited. A Cookie is a small piece of data stored on Your Device by Your web browser. We use cookies to enhance the performance and functionality of CI's website. However, without some of these cookies, certain functionality may become unavailable or You would be required to enter Your login details every time You visit the site as CI would not be able to remember that You had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if You disable Cookies, You may not be able to access functionality on CI's website correctly or at all. For more information about cookies and other tracking technologies please refer to CI's website [Privacy Policy](#), the terms of which are incorporated herein by reference.

Intellectual Property

The Services, Documentation, and related contents on the CI website, including related contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by CI, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of CI, unless and except as is expressly provided in these Terms. Any unauthorized use of the material is prohibited.

Changes To The Terms

CI reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material CI will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at CI's sole discretion. If CI decides to change these Terms, CI will post those changes on this page, and/or update the Terms' effective date below.

By continuing to access or use the Services after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to access or use the Services.

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Modifications, Updates to the Services

CI reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any features within the Services), with or without notice and without liability to You or Authorized Users.

CI may from time to time provide enhancements or improvements to the features/ functionality of the Services, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the Services. You agree that CI has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Services to You. You further agree that all Updates will be (i) deemed to constitute an integral part of the Services, and (ii) subject to the Terms.

Term and Termination

These Terms shall remain in effect until terminated by You or CI.

CI may, in its sole discretion, at any time and for any or no reason, suspend or terminate these Terms with or without prior notice.

These Terms will terminate immediately, without prior notice from CI, in the event that You fail to comply with any provision of these Terms. You may also terminate these Terms by deleting Your account with CI.

Upon termination of these Terms, you shall cease all access and use of the Services.

Termination of these Terms will not limit any of CI's rights or remedies at law or in equity in case of breach by you (during the term of these Terms) of any of your obligations under these Terms.

Account Deletion and Data Removal Policy

You have the right to delete Your accounts with CI, and this deletion operation encompasses the removal of all associated data, including but not limited to chats and purchase history. By initiating the account deletion process, You acknowledge and consent to the permanent removal of Your account and the erasure of all personally identifiable information and usage data from CI's systems, however, CI is not able to delete any data such as prompts, uploaded documents, and other items and content, You provided to OpenAI, ChatGPT, or other third parties. You must contact such other third parties to request deletion of such data, subject to their privacy and other policies. Please be aware that this action is irreversible, and once the account is deleted, all associated information will be permanently erased. It is Your

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responsibility to ensure the preservation of any data You or Your Authorized Users wish to retain before proceeding with the account deletion process. Each Authorized User will have to submit their own deletion request.

Indemnification

You and Your Authorized Users agree to indemnify and hold CI and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Your: (a) use of the Services, including without limitation the creation, use, dissemination, or modification of any images, text, voiceprints, photographs, videos, voiceprints, or any other content; (b) violation of these Terms or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The Services are provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, CI, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, CI provides no warranty or undertaking, and makes no representation of any kind that the Services will meet Your requirements, achieve any intended results, be compatible or work with any other software, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither CI nor any CI's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Services, or the information, content, and materials or products included thereon; (ii) that the Services will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Services; or (iv) that the Services are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

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Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of CI and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Services.

To the maximum extent permitted by applicable law, in no event shall CI or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Services, third-party software and/or third-party hardware used with the Services, or otherwise in connection with any provision of these Terms), even if CI or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

ARBITRATION AND WAIVER OF CLASS ACTION.

EXCEPT AS THE TERMS OTHERWISE PROVIDE, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION AND THAT YOU WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

Arbitration. Arbitration uses a neutral arbitrator to resolve a dispute instead of a judge or jury. It results in a final and binding decision that is subject to limited appellate review. By agreeing to arbitration, You waive the right to resolve Your dispute through other available processes such as court or an administrative proceeding. An arbitrator must honor these Terms and can generally award the same damages and relief a court can award under the law, including declaratory or injunctive relief. Certain rights that You might have in court such as access to discovery, may be unavailable or limited in arbitration.

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Any dispute, controversy or claim between You and the Company, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, 'Company') arising out of or relating to these Terms or the Services (collectively "Dispute") shall be settled by final and binding arbitration.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by these Terms, and will be administered by the AAA. You can find the AAA Rules online at <https://www.adr.org/consumer> or you can call the AAA at 800-778-7879, or write them at American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 (the "AAA Notice Address").

All Disputes shall be governed by the laws of the State of New York, without regard to principles of conflict of laws. If there is a conflict between the AAA Rules and this arbitration clause and, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

Process. You agree to first try to resolve the Dispute informally by contacting us in writing at aitoolkit@capacityinteractive.com. If the Dispute is not resolved within 60 days of submission, you agree that you or the Company may initiate arbitration.

Notwithstanding the foregoing, in lieu of arbitration:

- (1) You or the Company may assert a claim in small claims court in the United States if Your claim qualifies, provided that it is brought and maintained solely as an individual claim; and
- (2) You or the Company may assert a claim in court to enjoin infringement or other misuse of intellectual property rights.

The arbitrator shall have sole authority to and shall address all claims or arguments by both parties, concerning the formation, legality, and enforceability of this arbitration clause, the scope of this arbitration clause, and the arbitrability of any claim or issue arising between You and the Company.

To initiate the arbitration process, send a letter to the AAA and to the Company, **Capacity Interactive, 82 Nassau Street, PMB 60283, New York, NY, 10038, Attn: Austin Nathaniel**, with a request for arbitration and a description of Your claim. You may also send a copy to the AAA online at <https://www.adr.org>. The

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AAA's rules govern payment of all filing, administration, and arbitrator fees. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.

Arbitration may be conducted at a location that is reasonably convenient for You. Upon request of either party, the arbitration shall be conducted via telephone to the extent permitted by the AAA Rules. The arbitrator will follow these Terms and the award will be final and binding. At the conclusion of arbitration, the arbitrator shall issue a written decision explaining the basis for the award. Any awarded relief shall not exceed what is allowed by applicable law and the Terms. The parties agree that any declaratory or injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for an error of law or legal reasoning. The parties shall bear their own costs and fees for any appeal. Judgment on any arbitration award may be entered in any court of competent jurisdiction. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

You agree that this arbitration section shall apply to any dispute or claim with other parties arising out of or relating to the Terms and the Services, including the determination of the scope or applicability of this section, regardless of the date of accrual, except that you or any such third parties may take claims to small court if they qualify for hearing by such a court.

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

If for any reason this arbitration clause is deemed inapplicable or invalid, You and CI both waive to the fullest extent allowed by law, any claims to recover punitive or exemplary damages.

Jury Trial and Class Action Waiver. IF FOR ANY REASON A DISPUTE OR CLAIM MAY PROCEED IN COURT RATHER THAN IN ARBITRATION, EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY), UNLESS SUCH WAIVERS ARE UNENFORCEABLE.

Except as the Terms otherwise provide, You waive the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction. You also agree that You may only resolve Disputes with the Company on an individual basis and may not assert a claim as a plaintiff or a class

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member in a class action, class-wide arbitration, consolidated or representative action and expressly waive Your right to file a class action or seek relief on a class basis.

The arbitrator may award declaratory or injunctive relief to You only on an individual basis and only to the extent necessary to provide relief warranted by the individual claim. Other rights that You would have if You went to court, such as access to discovery, also may be unavailable or limited in arbitration.

Other. If any portion of this ARBITRATION AND WAIVER OF CLASS ACTION clause is determined by a court to be inapplicable or invalid, the remainder of the clause shall still be given full force and effect. To the extent that any other provision of the Terms is found to be inconsistent with rights, duties, and requirements of this ARBITRATION AND WAIVER OF CLASS ACTION clause, or where the application of such a provision would change or render unenforceable any part of this arbitration clause, such provision shall be null and void and the terms of this ARBITRATION AND WAIVER OF CLASS ACTION clause shall control.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THESE TERMS, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED PROVISION.

Severability

If any provision of these Terms are held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

These Terms, together with the Privacy Policy and any other legal notices published by CI on the Services, shall constitute the entire agreement between you and CI concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall

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not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and CI's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AND CI AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

Typographical Errors

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, CI shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. CI shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

Governing Law

These Terms shall be governed and construed in accordance with the laws of State of New York without regard to its conflict of law provisions.

Force Majeure.

In no event shall CI be liable, or be deemed to have breached these Terms, for any failure or delay in performing its obligations, if and to the extent such failure or delay is due to an event caused by any circumstances beyond CI's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, health outbreaks or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

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Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these The Services are not intended for distribution to or use by any person or entity in any jurisdiction or country outside the United States or where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The section headings used in this Agreement are for convenience only and will not be given any legal import.

Contact Us

Email aitoolkit@capacityinteractive.com or complete this [form](#).