

CRTSIDE TERMS & CONDITIONS

Last updated: August 1, 2022

These Terms & Conditions (the “Terms”) govern the relationship between CRTSIDE, Inc. (hereinafter, “CRTSIDE,” “us,” or “we”) and you regarding your use of the CRTSIDE App (website and/or application) designed for facilitating use of or offering of the CRTSIDE App service and the services provided through such application (collectively the “Service”). The mobile applications connected with or used to access the Service are collectively referred to as the “Application” The Service is owned and operated by CRTSIDE. Unless otherwise noted, all references below to the “Service” refer also to the Application

Use of the Service is also governed by CRTSIDE’s Privacy Policy, the current version of which can be found at www.sitcrtside.com/privacypolicy (the “Privacy Policy”), which is incorporated herein by reference.

IMPORTANT – PLEASE READ CAREFULLY – THESE TERMS CREATE A LEGALLY BINDING AGREEMENT WHICH GOVERNS YOUR USE OF THE SERVICE AND THE APPLICATION. BY CREATING AN ACCOUNT (AS DEFINED BELOW) OR BY ACCESSING OR USING THE SERVICE, YOU ACCEPT AND AGREE TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, BY THESE TERMS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, YOU ARE PROHIBITED FROM USING THE SERVICE.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

If you are using the Service on behalf of another person or entity (the “Principal User”), then you personally represent and warrant to us that the Principal User has authorized you to act on the Principal User’s behalf and to obligate the Principal User to be bound by these Terms and you hereby agree to these Terms in the name of and on behalf of the Principal User. Except in the prior sentence, as used in these Terms (and the Privacy Policy and any other policies), “you” refers to the Principal User on behalf of whom the Service is used.

1. Basic Rules and Rights We Are Granting.

1.1. License Grant For Application. Subject to your agreement and continuing compliance with these Terms and any other relevant CRTSIDE policies, CRTSIDE grants you a non-exclusive, non-transferable, revocable limited right and license to access and use the Service and Application. You agree that you will only use the most recent versions of Application made available by CRTSIDE and acknowledge that certain features or elements of the Service may not operate properly if an older version of Application is being used by you. As used in these Terms, “Other User” means another licensee or user of the Service; “All Users” means you and all Other Users.

1.2. Minimum Age Requirement For Users Who Are Individuals. If a User is an individual, a User may only use the Service if such User is at least 13 years of age. If you are under the age of 18, you represent that you have received permission from a parent or guardian to enter into these Terms.

1.3. Accounts and Access. You must register for an account through the Service (an “Account”). You may only register for one Account. An “Account Holder” means the person or entity in whose name an Account is registered. A “Third Party Account” means an Account not registered by you.

1.4. Use of the Service: The following restrictions apply to the use of the Service:

(a) You shall not engage in any act that CRTSIDE deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms;

(b) You may not use the Service in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

(c) You accept full responsibility for any unauthorized use of the Service by individuals or entities not authorized to use any of your Accounts.

(d) You shall not create an Account using a false identity or false information, or on behalf of someone other than yourself;

(e) Without first obtaining the written permission of CRTSIDE, you shall not register for an Account or in any way use the Service if CRTSIDE has removed, suspended, or otherwise terminated any Account registered by you, or on behalf of you or if CRTSIDE has notified you that you may not use the Service;

(f) You shall not use your Account to advertise, solicit or transmit any chain letters, junk email or repetitive messages to anyone;

(g) You shall not use the Service to engage in any illegal conduct;

(h) You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without CRTSIDE’s written permission;

(i) You shall not reproduce, distribute or publicly display any content you access through the Service unless such content is clearly marked as “public” and you have been given the right to view such content; and

(j) You shall not do anything with any content you access through the Service that has been marked with restrictions or other instructions that is counter to such restrictions or other instructions.

1.5. Account Information and Management.

(a) Information Provided When Setting Up Account. When creating or updating an Account for the Service, you are required to provide CRTSIDE with certain personal information for yourself or for the individual acting on your behalf if you are a User who is not an individual, which may include (but is not limited to) personal information such as name, birth date and email address, and, in some cases, payment information and social security numbers or employer identification numbers (collectively, “Account Information”). Account Information will be held and

used in accordance with the Privacy Policy. You agree that you will supply accurate and complete Account Information to CRTSIDE, and that you will update such information when and as it changes.

(b) Login Information. During the Account creation process, you will be required to select a username and password (“Login Information”). You acknowledge that we may provide you with or facilitate the creation of Login Information by accessing information provided through a social media account or other third party if you choose to create an Account and Login Information in such manner. The following rules govern the security of your Login Information:

(i) You shall not share the Account or the Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account except that a Principal User may allow an assistant or other agent acting on behalf of Principal User to use an Account on behalf of a Principal User and solely with the permission of Principal User;

(ii) In the event you become aware of, or reasonably suspect, any breach of security, including without limitation any loss, theft or unauthorized disclosure of the Login Information, you must immediately notify CRTSIDE and change the password on your Account;

(iii) You are solely responsible for maintaining the confidentiality of the Login Information and you will be responsible for all uses of the Login Information, whether or not authorized by you; and

(iv) You are responsible for anything that happens through your Account.

1.6. License and Account Limitations and Prohibitions.

(a) General Effects of Violations. Any use of the Service in violation of these Terms is strictly prohibited, can result in the immediate revocation of your limited license granted by Section 1, and may subject you to liability for violations of law.

(b) Policies. You acknowledge that CRTSIDE has in place policies, that supplement or in addition to these Terms, regarding use of the Service or Application available at www.sitcrtside.com and that you agree to abide by such policies and that such policies are in addition to any obligations you have under this Agreement.

(c) Activity Prohibitions Regarding Use of Account. You agree that you will not, under any circumstances use your Account or otherwise to do or assist in any of the following activities:

(i) Modify or cause to be modified any files or content that are used to offer the Service, without the express prior written consent of CRTSIDE;

(ii) Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Service (each a “Server”) or (2) the use or enjoyment of the Service by any other person;

(iii) Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service;

(iv) Gain, or attempt to gain, unauthorized access to the Service, Third Party Accounts, Servers or networks connected to the Service by any means (including, but not limited to, circumventing or modifying, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Service);

(v) Post any content that is abusive, threatening, incites or promotes terrorism, promotes the production or use of weapons that cause substantial harm, obscene, defamatory, libelous or racially, sexually, religiously or otherwise objectionable or offensive;

(vi) Post any content that contains what we reasonably deem to be excessive violence or offensive subject matter or that contains a link to such content;

(vii) Harass, abuse, harm, bully, intimidate or advocate, threaten or incite harassment, bullying, intimidation, abuse or harm of another person or group of persons, including CRTSIDE employees or customer service representatives;

(viii) Post, distribute or make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity or other right of any person or entity or impersonates any other person;

(ix) Transmit unauthorized communications through the Service, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;

(x) Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms;

(xi) Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server or the Service, whether through the use of a network analyzer, packet sniffer or other device;

(xii) Make any automated use of the Service or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure, as we determine in our sole discretion;

(xiii) Bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology or device to send content or messages, scrape, spider or crawl the Service, or harvest or manipulate data from, through, or relating to the Service;

(xiv) Use, facilitate, create or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Service or (2) any connection using programs, tools or software not expressly approved in writing by CRTSIDE;

(xv) Solicit or attempt to solicit personal information from Other Users;

(xvi) Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image, video, or other form), identification documents or financial information through the Service; or

(xvii) Upload or transmit (or attempt to upload or to transmit), without CRTSIDE's express written permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

1.7. Suspension and Termination of Account and Service:

(a) FAILURE TO COMPLY. WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY, WITH OR WITHOUT NOTICE TO YOU, LIMIT, SUSPEND, TERMINATE, MODIFY OR DELETE YOUR ACCOUNT OR YOUR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF, IN OUR SOLE DISCRETION, YOU FAIL TO COMPLY WITH ANY OF THESE TERMS, YOUR RIGHTS TO RECEIVE SERVICE OR USE APPLICATION ARE EXPIRED OR BECOME TERMINATED OR YOUR ACCOUNT IS USED FOR ACTUAL OR SUSPECTED ILLEGAL ACTIVITY OR IMPROPER USE OF THE SERVICE. CRTSIDE SHALL BE UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY LOSSES OR ADVERSE RESULTS THAT ARE DUE TO THE SUSPENSION, TERMINATION, MODIFICATION, OR DELETION OF YOUR OR ANY ACCOUNT.

(b) IP INFRINGEMENT.

(i) WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SITES AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE ANY CONTENT AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT SUCH USERS ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES.

(ii) REPEAT INFRINGERS. IN APPROPRIATE CIRCUMSTANCES IT IS OUR POLICY TO SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO ARE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

(c) Right to Cease Service. CRTSIDE reserves the right to stop offering the Service or part of the Service at any time if CRTSIDE believes that the continued offering of the Service or part of the Service will or may cause harm to CRTSIDE or you or may result in any violation of applicable law by either CRTSIDE or you. If CRTSIDE elects to stop offering and/or support the Service or part of the Service, the license granted hereunder to you to use the Service or a part thereof will automatically terminate. Your rights to use the Service exist only so long as you are a client of CRTSIDE and upon ceasing to be a client of CRTSIDE, we may terminate your Account or your rights to use Service.

(d) Termination of Account. Termination of your Account can include disabling your access to the Service or any part thereof. You agree that if your Account is terminated,

CRTSIDE will not be obligated to preserve, provide you access to, or provide copies of any content submitted to the Service relating to your Account, whether by you or an Other User.

(e) Cancellation of Account. You may cancel your Account at any time by sending an email to privacy@sitcrtside.com and including the words “Cancel Account” in the subject line.

1.8. Intellectual Property Ownership in the Service. The Service, and all of its related components and contents, (including without limitation, the Application, any computer code, template content, pre-populated content, concepts, artwork, animations, sounds, musical compositions, audio-visual effects and text contained within) is owned by CRTSIDE or its licensors, and all of which material is protected by United States and international patent, copyright, trademark, trade secret, and other intellectual property laws. You agree not to engage in any reverse engineering, de-compiling or other activities designed to view the source code for the Application and are prohibited from reverse engineering, de-compiling or otherwise engaging in activities designed to view the source code for the Application.

2. Your Content and Communications.

2.1. Posted Content. “Posted Content” means any communications, videos, images, sounds, and all the material, text, drawings, writings, data, and information that you upload, post, publish or transmit through the Service. We may take actions based upon Posted Content including instructions provided within Posted Content but we may also take actions to verify with you that such instructions were truly your intent or to clarify such instructions. You acknowledge that we may reach out to you at anytime regarding any Posted Content before we take action and that you will not assume that any actions were taken by us based upon any Posted Content unless you receive confirmation that such actions are being taken by us.

2.2. Template Content. We may provide you with templates, pre-populated communications, or other content through the Service (“Template Content”) that you may use or modify as part of using our Service to produce Posted Content. You acknowledge that your use of any Template Content does not relieve you of any responsibilities or obligations under this Agreement and that your rights in Posted Content are by license only and limited to the rights to reproduce and modify such Template Content in order to create your own Posted Content.

2.3. Obligations Regarding Content. By transmitting or submitting any Posted Content while using the Service, you affirm, represent and warrant that such transmission or submission (a) is accurate and not confidential; (b) not in violation of any applicable law, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the Posted Content; (c) along with the exercise of the rights by CRTSIDE granted in Section 2.4, will not result in any infringement of the intellectual property rights of any third party or violate or misappropriate any rights of publicity or privacy for any third party; and (d) is free of viruses, adware, spyware, worms or other malicious code. You further represent and warrant that you have all rights necessary to transmit Posted Content to CRTSIDE and to grant the rights in Posted Content granted to CRTSIDE under these Terms.

2.4. Licenses to Posted Content. You hereby grant CRTSIDE a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, assignable, unlimited license and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create

derivative works of, manufacture, introduce into circulation, publish, distribute, sublicense, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your Posted Content as well as all modified and derivative works thereof. For clarification, CRTSIDE will not create derivative works of Posted Content in order to sell or distribute such derivative works on a stand-alone basis and any public display or distribution of your Posted Content to a third party will only be done in a manner consistent with the Privacy Policy or as part of providing advertising and marketing materials for the Service. CRTSIDE will only exercise the rights granted in this Section 2.4 to offer or to facilitate the offering of Services. To the extent permitted by applicable laws, you hereby waive any moral rights or any of your rights of publicity or privacy you may have in any Posted Content and expressly grant us permission to use your name and likeness in connection with advertising and marketing materials for the Service.

2.5. Content Screening.

(a) Consent to Monitoring. By entering into these Terms, you hereby provide your irrevocable consent to our monitoring and recording of your use of the Service. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any information, including without limitation chat, text or voice communications.

(b) Options Regarding Content. CRTSIDE may reject, refuse to post or delete any content you submit for use or processing by or through the Service for any or no reason, including, but not limited to for the reason, in the sole judgment of CRTSIDE, that such content or the posting of any particular content violates these Terms or may violate applicable law.

2.6. Our Content. We may display content for your viewing as part of providing the Service including by way of example, communication materials (all such content is “CRTSIDE Content”). You agree that all CRTSIDE Content is confidential information of CRTSIDE and you agree not to publicly display or disclose any CRTSIDE Content. You acknowledge that the certain CRTSIDE Content may no longer be viewable after a certain period of time.

2.7. Use of Account. You are solely responsible any actions taken through your Account by your advisors or agents who you allow to use and access your Account. You acknowledge that CRTSIDE has various policies in place regarding use of the Service that are intended to promote a respectful environment for all Users such as but not necessarily limited to policies regarding content submitted, interactions with Other Users, respect for intellectual property rights and billings and refunds (“User Policies”). Current copies of User Policies are available for review at www.sitcrtside.com and you agree to always abide by User Policies.

3. Service Terms and Compliance Warnings

3.1. Payment. Certain features of the Service may require payment of additional fees and you agree to pay all such additional fees if you choose to use such features by making payment through the payment mechanism provided through the Service or through the payment process described through the Service.

3.2. NCAA and Eligibility Compliance. You are solely responsible for compliance with NCAA and any recruiting related rules and regulations and no feature of the Service or Application is

intended as any guidance on your compliance with NCAA recruiting rules or any other rules and regulations.

4. Notices and Application Security.

4.1. Third Party Notices. We may be required to provide you with certain notices and content in connection with your use of the Service or Application. You agree that we may provide you with such notices and content by either emailing you such notices to the email address that we have on file for you or by providing you with a link to a website where such notices and content will be posted.

4.2. Deletion of Certain Content. Information provided by CRTSIDE through the Service and viewable by the Application may be deleted from the Application after a set time period and you may not be able to view such information after deletion.

4.3. Security Measures. You acknowledge that your ability to log in or access Accounts or other information offered through the Service may require that you comply with security measures such as multi factor authentication. We may choose to delete information from your Account and take security measures to limit access to your Account or the Service as part of CRTSIDE taking security measures.

5. Third Party Advertising.

5.1. Third Party Advertisements. You understand that the Service may feature advertisements from CRTSIDE or third parties. The Privacy Policy addresses our disclosure of information for third party advertising.

5.2. Links to Third Party Sites and Dealings with Advertisers. CRTSIDE may provide links on the Service to third party websites or vendors who may invite you to participate in a promotional offer in return for receiving a benefit. Any charges or obligations you incur in your dealings with these third parties are your responsibility. CRTSIDE makes no representation or warranty regarding any content, goods, or services provided by any third party even if linked from our Service, and we will not be liable for any claim relating to any third party content, goods, or services. The linked sites are not under the control of CRTSIDE and may collect data or solicit personal information from you. CRTSIDE is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement by CRTSIDE of these linked sites.

6. Seeking to Take Down Infringing Content. It is CRTSIDE's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please go to CRTSIDE's "Copyright Page" to review our DMCA procedures. CRTSIDE reserves the right to terminate without notice any user's access to the Service if that user is determined by CRTSIDE to be a "repeat infringer." In addition, CRTSIDE accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

7. Updates to the Service. You understand that the Service undergoes frequent changes. CRTSIDE may require that you accept updates to the Service or an Application in order to continue

using the Service. You acknowledge and agree that CRTSIDE may update the Service without notifying you.

8. Disclaimer; Limitations; Waivers on Liability; Indemnification.

8.1. Disclaimer of Warranties.

(a) SERVICE PROVIDED “AS IS”. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD THE SHORTER OF THIRTY (30) CALENDAR DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). NO GUARANTEES ARE MADE REGARDING WHO MAY VIEW ANY CONTENT YOU POST OR HOW OTHERS WILL EVALUATE YOU OR ANY CONTENT YOU POST.

(b) NO WARRANTY OF ERROR-FREE OPERATION. WITHOUT LIMITING THE FOREGOING, NEITHER CRTSIDE NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, “_____ PARTIES”) WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

(c) NO WARRANTY REGARDING ACCESS TO ACCOUNTS AND CONTENT. CRTSIDE DOES NOT GUARANTEE THAT ANY INDIVIDUAL OR ACCOUNT HOLDER WILL ALWAYS BE PREVENTED FROM VIEWING INFORMATION OR CONTENT THAT THE SERVICE INTENDED TO NOT BE AVAILABLE TO SUCH INDIVIDUAL. CRTSIDE DOES NOT WARRANT THAT ALL CONTENT OR INFORMATION POSTED BY AN ACCOUNT HOLDER WILL REMAIN AVAILABLE AT ALL TIMES OR WILL NEVER BE DELETED, CORRUPTED OR OTHERWISE UNAVAILABLE. CRTSIDE DOES NOT WARRANT THAT THE SERVICE, ACCOUNT HOLDER INFORMATION OR ANY INFORMATION POSTED BY AN ACCOUNT HOLDER, INCLUDING A SELLER, WILL BE KEPT FROM ANY PARTICULAR INDIVIDUAL WHO EITHER HACKS OR ENGAGES IN UNAUTHORIZED ACCESS TO SUCH CONTENT OR INFORMATION OR IS MISTAKENLY GRANTED ACCESS BY CRTSIDE OR THROUGH THE SERVICE.

8.2. Limitations; Waivers of Liability.

(a) DISCLAIMER OF INDIRECT DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE THIRD PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.

(b) NOT RESPONSIBLE FOR THIRD PARTY CONDUCT. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE THIRD PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE THIRD PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER ACCOUNT HOLDERS OR USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

(c) MONETARY LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL THE THIRD PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID CRTSIDE IN THE ONE HUNDRED EIGHTY (180) CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

(d) FAILURE TO PAY. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID CRTSIDE ANY AMOUNTS IN THE ONE HUNDRED EIGHTY (180) CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CRTSIDE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

(e) DISCLAIMER MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU.

8.3. Indemnification. You agree to defend, indemnify, save, and hold the CRTSIDE Parties harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms or any breach of the representations, warranties and covenants made by you herein. CRTSIDE reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify CRTSIDE and you agree to cooperate with CRTSIDE' defense of these claims. CRTSIDE will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. You agree that the provisions in this paragraph will survive any termination of your Account or of the Service.

9. Dispute Resolution.

9.1. General. If a dispute arises between you and CRTSIDE, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and CRTSIDE agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by going to Customer Support. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Other than those matters listed in Section 9.2, you and CRTSIDE agree to seek resolution of the dispute only through arbitration of that dispute in

accordance with the terms of this Section 9, and not litigate any dispute in court. Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

9.2. Exclusions from Arbitration. YOU AND CRTSIDE AGREE THAT ANY CLAIM FILED BY YOU OR BY CRTSIDE IN SMALL CLAIMS COURT OR BY CRTSIDE RELATED TO PROTECTION OF CRTSIDE'S OR ANY CRTSIDE LICENSOR'S INTELLECTUAL PROPERTY ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 9.

9.3. RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN THIS SECTION 9, YOU MUST NOTIFY CRTSIDE IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO CRTSIDE TERMS ADMINISTRATOR, AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR USERNAME, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH CRTSIDE THROUGH ARBITRATION.

9.4. Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND CRTSIDE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

9.5. Initiation of Arbitration Proceeding; Selection of Arbitrator. If you or CRTSIDE elect to resolve your dispute through arbitration, the party initiating the arbitration proceeding must initiate it with the American Arbitration Association ("AAA"). The terms of this Section 9 will govern in the event they conflict with the arbitration rules identified below.

9.6. Arbitration Procedures. Because the software and/or service provided to you by CRTSIDE concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all disputes. However, applicable federal or state law may also apply to the substance of any disputes. For claims of less than \$75,000, the AAA's Consumer Arbitration Rules shall apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if your claims do not exceed \$75,000 and you provided notice to, and negotiated in good faith with, CRTSIDE as described above, and if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to CRTSIDE or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

9.7. Location of Arbitration. You or CRTSIDE may initiate arbitration in either Cook County (IL) or the county in which you reside. If you initiate arbitration in the county of your residence, CRTSIDE may transfer the arbitration to Cook County (IL) *provided* that CRTSIDE

agrees to pay any additional fees or costs you incur as a result of the change in location, as determined by the arbitrator.

9.8. Severability. If any clause within this Section 9 (other than the Class Action Waiver clause of Section 9.4) is found to be illegal or unenforceable, that clause will be severed from this Section 9 and the remainder of this Section 9 will be given full force and effect. If the Class Action Waiver (Section 9.4) clause is found to be illegal or unenforceable, this entire Section 9, except for this Section 9.8, will be unenforceable and the dispute will be decided by a court and IN THAT INSTANCE, YOU AND CRTSIDE EACH WAIVE AND AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY, TO THE EXTENT ALLOWED BY LAW.

10. General Provisions.

10.1. Updates to the Terms and Privacy Policy.

(a) Right to Update. CRTSIDE reserves the right, at our discretion, to change, modify, add or remove portions of these Terms and our Privacy Policy at any time by posting the amended Terms or Privacy Policy through the Service and/or by emailing you a copy of such updated Terms and/or Privacy Policy to the email address we have for you in our records. You may also be given additional notice, such as an email message or messaging within the Service, of any changes. You will be deemed to have accepted such changes by continuing to use the Service. Except as otherwise stated, all amended terms shall automatically be effective thirty (30) calendar days after they are initially posted. CRTSIDE may also revise other policies, codes or rules at any time and the new versions will be available for viewing at www.sitcrtside.com or through the Service. No amendment to the Terms or Privacy Policy shall apply to any dispute of which CRTSIDE had actual notice before the date of the amendment.

(b) Seeking Consent. If CRTSIDE revises these Terms or its Privacy Policy and seeks your consent to be bound by such revised Terms or revised Privacy Policy and you do not agree to be bound by such revised Terms or revised Privacy Policy before using the Service again, then notwithstanding anything to the contrary, CRTSIDE reserves the right to terminate your Account and use of the Service. For purposes of this Section 10.1(b), revised Terms include any supplemental terms as referenced in Section 10.4.

(c) Disagreement With Terms. If at any time you do not agree to any provision of the then-current version of our Terms, the Privacy Policy or any other CRTSIDE policy, rule or code of conduct relating to your use of the Service, your right to use the Service will immediately terminate, and you must immediately stop using the Service.

(d) Conflict. To the extent these Terms or the Privacy Policy conflict with any other CRTSIDE terms, policy, rule, or code of conduct, the provisions of these Terms and the Privacy Policy will prevail.

10.2. Severability. If any provision of these Terms or the Privacy Policy is found invalid, illegal, or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability thereof in any

other manner or jurisdiction and without affecting the remaining provisions of the Terms, which will continue to be in full force and effect.

10.3. Assignment. CRTSIDE may assign any of its rights or delegate any of its obligations under these Terms, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under the Terms without the prior written consent of CRTSIDE; any purported assignment or delegation in violation of this Section 10.3 is void.

10.4. Supplemental Policies. CRTSIDE may publish additional policies related to specific services such as forums, contests, loyalty programs and other features and services. You acknowledge that we may email such additional policies to you at the email address you have provided us for use in conjunction with the Service and that you will regularly check such email. Your use, if any, of such services is subject to such specific policies and these Terms.

10.5. Entire Agreement. These Terms, together with any supplemental policies, the Privacy Policy, and any other documents expressly incorporated by reference herein, contain the entire agreement between CRTSIDE and you with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations and warranties of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent.

10.6. No Waiver. The failure of CRTSIDE to require or enforce strict performance by you of any provision of these Terms or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of CRTSIDE' right to assert or rely upon any such provision or right in that or any other instance. The express waiver by CRTSIDE of any provision, condition or requirement of these Terms or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers or other acts or omissions by CRTSIDE shall be deemed a modification of these Terms nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of CRTSIDE.

10.7. Notices. We may notify you via postings viewable through the Service and via email or any other communications means through contact information you provide to us. All notices given by you or required from you under these Terms or the Privacy Policy shall be in writing and addressed to the address in this Section 10.7. Any notices that you provide without compliance with this Section 10.7 shall have no legal effect.

CRTSIDE
2532 West Addison St.
Chicago, IL 60618
Attn: Notices Administrator

10.8. Equitable Remedies. You acknowledge that the rights granted and obligations made under these Terms to CRTSIDE are of a unique and irreplaceable nature, the loss of which shall irreparably harm CRTSIDE and which cannot be replaced by monetary damages alone, so that CRTSIDE shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain

the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service.

10.9. Force Majeure. CRTSIDE shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of CRTSIDE, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond CRTSIDE' control, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials.

10.10. Choice of Law. The Terms and Privacy Policy shall be governed by the laws of the State of Illinois notwithstanding its conflicts of law provisions.