

# TERMS OF USE

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Screendollars LLC and its Affiliates (“Screendollars,” “we,” “us,” or “our”) operate news, entertainment, and informational websites and digital products and services. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted in the Services in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

This Terms of Use Agreement (“Agreement”) sets forth the legally binding terms for your use of the Services whether you are simply a “Visitor” (which means you are just browsing the Services), or an “Authorized User”, which means you have registered to use them. Collectively, Visitors and Authorized Users are referred to as “Users” or individually as a “User” or “you”. By accessing or using the Services, clicking on the “I accept” button you are accepting this Agreement (on behalf of yourself or the entity that you represent) and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement (on behalf of yourself or the entity that you represent). You may not access or use the Services or accept the Agreement if you are not at least 18 years old. If you do not agree with all of the provisions of this Agreement, do not access and/or use the Services.

These terms require the use of arbitration to resolve disputes and limit the remedies available to you in the event of a dispute as set forth in section 8.

## 1 - Registration

**1. Registering Your Account.** In order to access certain features of the Services, you may be required to become an Authorized User. An “Authorized User” is a user who has registered an account on the Services (“Account”), or has a valid account on a social networking service (“SNS”) through which the user has connected to the Services (each such account, a “SNS Account”).

**2. Access Through a SNS.** If you access the Services through an SNS, you may link your Account with SNS Accounts by allowing us to access your SNS Account, as permitted under the applicable terms and conditions that govern your use of each SNS Account. You represent that you are entitled to grant Screendollars access to your SNS Account without breach by you of any of the terms and conditions that govern your use of the applicable SNS Account and without obligating us to pay any fees or making Screendollars subject to any usage limitations imposed by such third-party service providers. By granting us access to any SNS Accounts, you understand that we may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video messages, tags and/or other materials accessible through the Services (collectively, “Content”) that you have provided to and stored in your SNS Accounts. Unless otherwise specified in this Agreement, all SNS Content shall be considered to be Your Content for all purposes of the Agreement. Depending on the SNS Accounts you choose and subject to the privacy settings that you have set in such SNS Accounts, personally identifiable information that you post to your SNS Accounts may be available on and through your Account for the Services. Please note that if an SNS Account or associated service becomes unavailable or our access to such SNS Account is terminated by a Third-Party Service Provider, then SNS Content will no longer be available on and through the Services. You have the ability to disable the connection between your Account and your SNS Accounts at any time by [accessing the “Settings” section of the Services]. YOUR RELATIONSHIP WITH THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR SNS ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-

PARTY SERVICE PROVIDERS, AND WE DISCLAIM ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO US BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH SNS ACCOUNTS.

**3. Registration Data.** In registering an Account on the Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “Registration Data”); and (b) promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are of legal age to form a binding contract and not a person barred from using the Services under the laws of any applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Screendollars immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or Screendollars has reasonable grounds to suspect as much, Screendollars has the right to suspend or terminate your Account and this Agreement and to refuse any and all current or future use of the Services. You agree not to create an Account on behalf of someone other than yourself or if you have been previously removed by Screendollars.

**4. Your Account.** You have no ownership or other property interest in your Account, and all rights in and to your Account are and will forever be owned by and inure to the benefit of Screendollars.

## **2 - Access to the services**

**1. Use of the Site and Services.** Screendollars grants you a non-transferable, non-exclusive, revocable, limited license to access and use the Services solely for your own personal, noncommercial use. You acknowledge

and agree that Screendollars will have no obligation to provide you with any support or maintenance in connection with the Site or Services.

**2. Application License.** Subject to your compliance with the Agreement, Screendollars grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a “Google Play Sourced Application”), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group. Certain items of software may be provided with the Application that are subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. Each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Screendollars makes such Open Source Software, and our modifications to that Open Source Software, available by written request at the notice address specified in this Agreement.

**3. Certain Restrictions.** The rights granted to you in this Agreement are subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the

Services or any content displayed on the Services; (b) you will not frame or utilize framing techniques to enclose any trademark, logo or other portion of the Services (including images, text, page layout or form) of Screendollars; (c) you will not use any metatags or other "hidden text" using Screendollars's name or trademarks; (d) you will not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you will not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Site or Services (except that we grant operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you will not access the Services in order to build a similar or competitive website, product, or service; and (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or addition to the Services' functionality will be subject to this Agreement. All copyright and other proprietary notices on or in the Services (or on any content displayed on the Services) must be retained on all copies thereof.

**3. Modification.** Screendollars reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice. You agree that Screendollars will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

**4. Ownership.** All IP rights, including copyrights, patents, trademarks, and trade secrets, in the Services and its content are owned by Screendollars or

Screendollars's suppliers. Neither this Agreement (nor your access to the Services) transfers to you or any third party any rights, title or interest in or to such IP rights, except for the limited access rights set forth in Section 2.1. Screendollars and its suppliers reserve all rights not granted in this Agreement.

### **3 - Indemnification**

You agree to indemnify and hold Screendollars (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party arising out of (a) your use of the Services, (b) your violation of this Agreement or (c) your violation of applicable laws or regulations. Screendollars reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without Screendollars's prior written consent. Screendollars will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

### **4 - Third party links; release**

**1. Third-Party Links.** The Services may contain links to third-party websites and services and/or display advertisements for third parties (collectively, "Third-Party Links"). Such Third-Party Links are not under our control, and we are not responsible for any Third-Party Links. We provide access to these Third-Party Links only as a convenience to you, and we do not review, approve, endorse, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and when you click on any of the Third-Party Links, the applicable third party's terms apply, including the third party's privacy and data gathering practices.

**2. Release.** You release and forever discharge the Screendollars (and our officers, employees, agents, successors, and assigns) from, and hereby waive

and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other users of the Services or any Third-Party Links).

## 5 – Disclaimers

THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND Screendollars (AND OUR SUPPLIERS) EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## 6 - Limitation on liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL Screendollars (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF Screendollars HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **7 - Term and termination**

Subject to this Section, this Agreement will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the



Services (including your Account) at any time for any reason at our sole discretion. Screendollars will not have any liability whatsoever to you for any termination of your rights under this Agreement, including for termination of your Account.

## 8 - General

**1. Changes.** This Agreement is subject to occasional revision, and if we make any material changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to the Agreement will be effective immediately for new Users of the Services and for Users who are Visitors and will be effective thirty (30) calendar days following our posting of notice of the changes on our Site for Authorized Users, or thirty (30) days after dispatch of an e-mail notice of such changes (if applicable) to such Authorized Users. Continued use of our Services following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**2. Dispute Resolution.** PLEASE READ THIS SECTION (THE “ARBITRATION AGREEMENT”) CAREFULLY. IT AFFECTS YOUR RIGHTS. *It requires you to arbitrate disputes with Company and limits the manner in which you can seek relief from us.*

- 1. Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Services, to any products sold or distributed through the Services, or to any aspect of your relationship with Screendollars, will be resolved by

binding arbitration, rather than in court, except that (1) you may assert claims or seek relief in small claims court if your claims qualify,; and (2) you or Screendollars may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

- 2. Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent [include name and address of registered agent here]. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, we will pay them for you. In addition, we will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

3. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Screendollars. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

4. **Waiver of Jury Trial.** YOU AND Screendollars HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 8.2(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or

jury in arbitration, and court review of an arbitration award is subject to very limited review.

5. **Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the Commonwealth of Massachusetts. All other disputes, claims, or requests for relief shall be arbitrated.
6. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: [contactus@screendollars.com](mailto:contactus@screendollars.com), within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Screendollars username (if any), the email address you used to set up your Screendollars account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
7. **Severability.** Except as provided in subsection (e) above, if any part or parts of this Arbitration Agreement are found under the law to be invalid

or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

8. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Screendollars.
  
9. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Screendollars makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing to us at the following address: [contactus@screendollars.com](mailto:contactus@screendollars.com). You and Screendollars acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

**3. Export.** The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Screendollars, or any products utilizing such data, in violation of U.S. export laws or regulations.

**4. Electronic communications.** The communications between you and Screendollars may use electronic means, whether you visit or use our Services or send e-mails to us, or whether Screendollars posts notices on or in the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Screendollars in an electronic form; and (b) agree that all terms and conditions, agreements,

notices, disclosures, and other communications that Screendollars provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. section 7001 et. Seq (“E-Sign”).

**5. Governing law.** Any and all controversies, disputes, demands, counts, claims or causes of action between you and Screendollars and our employees, agents, successors, or assigns, regarding or relating to this Agreement or the Services will exclusively be governed by the internal laws of the Commonwealth of Massachusetts, without regard to its choice of law rules and without regard to conflicts of law principles except that the arbitration provisions will be governed by the Federal Arbitration Act. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**6. Notice.** Where Screendollars requires that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to any notices required or permitted by this Agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at the address set forth in Section 8.8. Such notice shall be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at that address.

**7. Entire Agreement.** This Agreement, including the documents referred to herein, constitutes the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. If any provision of this Agreement is, for any reason, held to be invalid or

unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Screendollars is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, or otherwise transferred by you without Screendollars's prior written consent, and any attempted assignment, subcontract, or transfer in violation of the foregoing will be null and void. The terms and conditions set forth in this Agreement will be binding upon assignees.

**8. Copyright/Trademark Information.** Copyright © 2021, Screendollars, LLC. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on or in the Services are our property or the property of third parties. You may not use these Marks without our prior written consent or the consent of such third party.

## **9 - Contact Information**

If you have any questions, comments, or concerns regarding these Terms of Use, please send an email to [contactus@screendollars.com](mailto:contactus@screendollars.com).

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