

## TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR WEBSITE CAREFULLY. By using our Website, you agree to these Terms and Conditions of Use ("Terms & Conditions"). We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time. You should check these Terms & Conditions periodically for changes. By using this Website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you should not use our Website and, if applicable, you should arrange to cancel your registered user account or subscription with us.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SITE OR ORDER OR USE SprytlY'S PRODUCTS OR SERVICES.

### 1. Scope of Terms & Conditions

Unless we indicate otherwise, these Terms & Conditions apply to your use of the websites which are owned or operated by SprytlY, LLC ("SprytlY") and our affiliates (collectively, "we," "us," or "our"), including, without limitation, this website, [www.sprytlY.com](http://www.sprytlY.com), and any other website that we may own or operate currently or in the future (collectively, our "Website"). For purposes of these Terms & Conditions, "affiliates" shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, SprytlY, including, without limitation, its subsidiaries.

### 2. Terms & Conditions – In General

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed this agreement. If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to, (i) restricting the time the Website is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Website. You agree that any termination or cancellation of your access to, or use of, the Website may be effected without prior notice. If you do not abide by the provisions of these Terms & Conditions, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and files in your user account and/or bar any further access to such information and/or files, or our Website. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, our Websites.

From time to time, we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific artwork, activities or events ("Additional Terms"). Such Additional Terms may be placed on the Website to be viewed in connection with the specific artwork, activities, features or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.

### 3. Restrictions on Use of Materials

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Website and the material provided hereon for your personal, noncommercial use, provided that you comply fully with the provisions of these Terms & Conditions. You acknowledge that this Website contains information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials (collectively, "artwork") that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Artwork is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the selection, coordination, arrangement and enhancement of such artwork. All trademarks appearing on this Website are trademarks of their respective owners. SprytlY is the trade name and the registered trademark and service mark of SprytlY. Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the artwork which they make available on this website. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the artwork, in whole or in part. When artwork is downloaded to your computer, you do not obtain any ownership interest in such artwork. Modification of the artwork or use of the artwork for any other purpose, including, but not limited to, use of any Artwork in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

### 4. Copyright

All the Sites' materials, including, without limitation, all SprytlY product logos, design, text, graphics, software, other files, and the selection and arrangement thereof (the "artwork") are Copyright © 2018 SprytlY, LLC. ALL RIGHTS RESERVED. Unless expressly stated otherwise, SprytlY or its suppliers or licensors own and retain other proprietary rights in all products available through the Sites. Except as stated herein, none of the Artwork may be copied, modified, reproduced, distributed, republished, downloaded, performed, displayed, posted, transmitted, sold, or made into derivative works in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of SprytlY or the respective copyright owner. You may not, without the express written permission of SprytlY or the respective copyright owner, (a) copy, publish, or post any materials on any computer network or broadcast or publications media; (b) modify the materials; or (c) remove or alter any copyright or other proprietary notices contained in the materials. You also may not (a) sell, resell, or make commercial use of the Sites, its artwork, or services or products obtained through the Sites; (b) collect and use of any product listings or descriptions; (c) make derivative uses of the Sites or its artwork; or (d) use of any data mining, robots, or similar data gathering and extraction methods. You are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary right of SprytlY or any third party.

### 5. Becoming a Registered User

There is no cost to become a registered user of our Website. You do not have to become a registered user to use this Website. However, if you do not register, you may be precluded from using certain products, offerings, features, or resources of our website. You must register in accordance with instructions that you will find on this Website to participate in, and to contribute to, any Community Area or use of the "Public Profile" feature of our website. A "Community Area" means any blog, personal page, group page, chat room, message board, bulletin board, recipe swap, or similar activity where you can communicate with other users of our Website or post your own Artwork.

If you elect to become a registered user of our website, you agree to provide us with true, accurate and complete information about yourself ("Registered User Data"), and to maintain and promptly update the Registered User Data and any other information you provide to us, to keep it accurate. Without limiting any other provision of these Terms & Conditions, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Website (or any portion thereof). You agree not to assign, transfer or sublicense your rights as a registered user of this Website. You further agree not to register for more than one account, create an account on behalf of someone else, or create a false or misleading identity on this Website.

### 6. Privacy

We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy, which is incorporated into these Terms & Conditions by this reference.

## 7. Community Standards and Conduct Guidelines

You acknowledge that all Artwork posted, emailed, or otherwise transmitted to or on this Website, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to this Website. We do not control the Postings posted, emailed or otherwise transmitted on our Website by others and, as such, we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted community standards and conduct guidelines for the users of our Website (as described below), you understand that by using this Website, you may be exposed to Postings that are offensive or objectionable. Under no circumstances will we be liable in any way for any Postings (other than for Artwork developed by us), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through this Website.

You agree not to use this Website (including any Community Areas) to:

- a. Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- b. Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- c. Impersonate any person or entity, including, but not limited to any user of this Website, a director, officer, employee, shareholder, agent or representative of Sprytlly, our affiliates or any other person or entity, or falsely state or otherwise misrepresent your affiliation with Sprytlly, or our affiliates or any other person or entity;
- d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through this Website;
- e. Upload, post, email or otherwise transmit any Postings or other materials that are not your own, or that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- g. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation;
- h. Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of a Community Area (or other portion of this Website) are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user's experience of this Website;
- j. Interfere with or disrupt this Website or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- k. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
- l. "Stalk," "Cyberstalk" or otherwise harass another user, employee of this Website or Sprytlly; or
- m. Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Website, including user names or passwords; or access or attempt to access another user's account without his or her consent;

Your privilege to use this Website (including the Community Areas) and contribute to discussions on the Community Areas depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of this Website and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines, or any of these Terms & Conditions, we may terminate, in our sole discretion, your use of, or participation in, any Community Area.

Except as may otherwise be provided in our Privacy Policy, all Community Area communications, including, but not limited to, chat, message board, blog, groups, and profile communications, are public and not private communications. We reserve the right to monitor some, all, or no areas of this Website (including any Community Area) for adherence to the community standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by providing you with the ability to distribute Postings in the Community Areas, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities in any Community Area, nor do we endorse any such Postings. Although we reserve the right to remove, without notice, any Posting for any reason, we have no obligation to review Artwork prior to the Artwork's posting or to delete Postings that you may find objectionable or offensive. We are not responsible for maintaining a copy of any material we remove from our Website, and we are not liable for any loss you incur in the event that Artwork you post or transmit to our Website has been removed. We will cooperate with law enforcement or a court order requesting or directing us to disclose the identity of you, or anyone, posting any information or material prohibited by these Terms & Conditions. We may also disclose such information if such disclosure is reasonably necessary to protect the rights, property, or personal safety of Sprytlly, its affiliates, or the public.

## 8. Submissions

If, at our request or on your own, you send, email, post or otherwise transmit to us or this Website any Artwork, (collectively, the "Submissions"), you grant us and our successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name) worldwide and/or to incorporate the Submissions in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the "Rights") that may exist in such Submissions. You also warrant that, to the extent you are not the exclusive holder of all Rights in a Submission, any third party holder of any Rights, including moral rights in such Submissions, has completely and effectively waived all such Rights and validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that we and our successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. You also permit any user to access, display, view, store and reproduce any Submission that you have made available in a Community Area for personal use. Subject to the foregoing, the owner of a Submission placed on this Website retains any and all Rights that may exist in such Submission. Except as provided in our Privacy Policy, none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions.

Sprytlly may alter, adapt, or edit the Submissions and any further material created under these Terms and Conditions, and market and exploit it entirely at Sprytlly's sole

discretion. Sprytlly is not obliged to make any use of the Submissions or exercise any of the rights granted by these Terms and Conditions.

Users of the Websites must only post Submissions that are owned by, and features, themselves, and no other third parties.

#### 9. Parental or Guardian Permission

Some of the Artwork on this Website may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS WEBSITE. We strongly recommend that children between the ages of 13 and 18 ask for their parent's or guardian's permission before viewing our Website.

#### 10. Links

These Terms & Conditions apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any artwork, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any artwork, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such artwork, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

#### 11. Third Party Products and Services

You may order services, merchandise or other products through our Website from other parties (collectively, the "Third Party Sellers"). All matters concerning the services, merchandise and other products desired from the Third Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third Party Sellers. We make no warranties or representations whatsoever with regard to any services, merchandise and other products provided by the Third Party Sellers. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions.

#### 12. Copyright Complaints

We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our discretion, terminate the rights of any user to use our Website (or any part thereof) who infringes the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact us and include the following information

- a) a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner;
- b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this website are covered by a single notification, a representative list of such works);
- c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Website;
- d) your name, mailing address, telephone number and email address;
- e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- f) a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices with respect to this website should be sent to our designated agent for notice of claims of copyright infringement: Sprytlly, LLC, 8730 Sunset Boulevard, Suite 470, Los Angeles, CA 90069.

#### 13. Password and User Security

If you are a registered user of this Website, you are entirely responsible for maintaining the confidentiality of your password and user account information. You agree to notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You are entirely responsible for any and all activities which occur under your user account. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

#### 14. Health Disclaimer

This Website provides weight loss management and information applications and artwork published over the Internet and is intended only to assist users in their personal weight loss efforts. Sprytlly is not a medical organization and our staff cannot give you medical advice or diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment.

You are urged and advised to seek the advice of a physician before beginning any weight loss effort or regimen. This Website is intended for use only by healthy adult individuals. The Website is not intended for use by minors, pregnant women, or individuals with any type of health condition. Such individuals are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.

All information is intended for your general knowledge only and is not a substitute for medical advice or treatment for specific medical conditions. This information on this website has not been evaluated by the FDA and is not intended to treat, diagnose, cure or prevent any disease. We cannot and do not give you medical advice. You should seek prompt medical care for any specific health issues and consult your physician before purchasing any product(s). We do not recommend the self-management of health problems. Information obtained by using our services is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment.

#### 15. Disclaimers of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

THE PRODUCTS, OFFERINGS, ARTWORK AND MATERIALS ON THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT.

NEITHER Sprytlly, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT THIS WEBSITE OR ANY FUNCTION CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY PRODUCT, OFFERING, ARTWORK AND MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH PRODUCT, OFFERING, ARTWORK OR MATERIAL.

NEITHER Sprytlly, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, ARTWORK AND MATERIALS IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS.

#### 16. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF ANY ARTWORK OR OTHER MATERIAL ON THIS WEBSITE OR ANY WEBSITE OR WEBSITES LINKED TO THIS WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THIS WEBSITE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE; OR (F) ANY OTHER MATTER RELATING TO OUR WEBSITE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OUR WEBSITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR WEBSITE, OR WITH ANY OF THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

#### 17. Indemnification

You agree to indemnify, hold harmless and, at our option, defend Sprytlly and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

#### 18. Governing Law and Choice of Forum

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to the Terms and Conditions or your use of the Sites shall be filed only in the Superior Court of Los Angeles County, California, or the United States District Court for the Central District of California, and except as stated herein you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of the Terms and Conditions. Notwithstanding the above, any controversy or claim related to this Agreement shall be resolved exclusively by arbitration in accordance with the Federal Arbitration Act (Title 9, U. S. Code) (the "Act"). The Act will apply even though this Agreement provides that it is governed by the laws of California. Arbitration proceedings will be determined in accordance with the Act, the rules and procedures for the arbitration of financial services disputes of JAMS/Endispute, LLC, a Delaware limited liability company or any successor thereof ("JAMS"), except that discovery in said arbitration shall be limited in scope to the specifics of liability on the Claim, and any discovery related to damages calculations or any financials shall be withheld until after liability has been decided by the arbitrator(s). In the event of any inconsistency between the JAMS rules and this paragraph, the terms of this paragraph shall control. The arbitration shall be administered by JAMS and conducted in Los Angeles, California. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars, upon the request of either Sprytlly or You, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and enforced. The arbitrator(s) will have the authority to decide whether any Claim is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis. For purposes of the application of the statute of limitations, the service on JAMS under applicable JAMS rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement. This paragraph does not limit the right of Sprytlly to: (i) exercise self-help remedies, such as, but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as, but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies. The prevailing party in any action or arbitration related to these Terms and Conditions shall be entitled to its reasonable attorney fees and costs.

The terms of this paragraph survive any termination of the Terms and Conditions.

These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of this Website or these Terms & Conditions shall be filed only in the state or federal courts located in Los Angeles County in the State of California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

#### 19. International Users

This Website is controlled, operated, and administered by Sprytlly from its offices within the United States of America. Sprytlly makes no representation that materials on the Website are appropriate or available for use at other locations outside of the United States and access to them from territories where the artworks or products available through the Website are illegal is prohibited. You may not use the Website or export the artwork or products in violation of U.S. export laws and regulations. If you access this Website from a location outside of the United States, you are responsible for compliance with all local laws.

#### 20. Termination

Notwithstanding any of these Terms and Conditions, Sprytlly reserves the right, without notice and in its sole discretion, for any reason or no reason, to terminate your ability to use the Website and to block or prevent future access to and use of the Website. You agree that Sprytlly shall not be liable for any termination of your use of or access to the Website.

#### 21. Third Party Rights

Only you and Sprytlly shall be entitled to enforce these Terms and Conditions. No third party shall be entitled to enforce any of these Terms and conditions.

#### 22. Miscellaneous Terms

In any action against us arising from the use of this Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions, together with the Subscription Agreement (if applicable), are the entire agreement between you and us relating to the subject matter herein. If you are a subscriber to one of our online subscription offerings or products, in the event of any conflict between these Terms & Conditions and the Subscription Agreement, the Subscription Agreement shall control. These Terms & Conditions may be modified only by our posting of changes to these Terms & Conditions on this Website, or by written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes.

We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.