

TERMS OF SERVICE

Version 1.1

Release Date: January 3, 2021

These Terms of Service ("**Terms**") constitute a binding contract between you, an individual user ("**you**" or "**your**") and Reactive Streaming Inc., a New York domestic corporation ("**Company**," "**we**," "**us**" or "**our**"), governing your use of Company's live streaming service accessible via the websites and applications owned and operated by Company, including without limitation, those located at www.reactive-streaming.com; www.reactive.live; and www.overreactive.tech (collectively, the "**Service**").

BY ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MUST NOT ACCESS OR USE THE SERVICE.

IF YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF AN ENTITY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THIS AGREEMENT. IN THAT EVENT, "YOU" AND "YOUR" WILL ALSO REFER AND APPLY TO THAT ENTITY OR AGENCY.

THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT THE LIABILITY OF COMPANY TO YOU. PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Material Terms: As provided in greater detail in these Terms (and without limiting the express language of these Terms), you acknowledge the following:

- the Service is provided "as is" without warranties of any kind and Company's liability to you is limited; and
- we will resolve disputes arising under these Terms through binding arbitration. **By accepting these Terms, as provided in greater detail in Section 10 of these Terms, you and Company are each waiving the right to a trial by jury or to participate in a class action.**

1. General Terms and Conditions.

- a. Description. The Service may provide you with a platform to live webcast video and audio, which may or may not be accompanied by additional content as permitted by Company in its sole discretion (each, a "**Broadcast**"). Any person who uses the Service, including you, will be referred to herein as a "**User**." Any User who Broadcasts on the Service, will be referred to herein as a "**Broadcaster**."

- b. Changes to these Terms. You understand and agree that Company may change these Terms at any time without prior notice. Company will endeavor to provide you with prior notice when there are any material changes such as price changes, and may require that you subsequently take an affirmative action acknowledging agreement to the revised Terms before continuing to access the Service. You may read a current, effective copy of these Terms at any time at [www.reactive-streaming.com/legal]. The revised Terms will become effective at the time of posting on the Service, and your use of the Service after such time will constitute your acceptance of the revised Terms. If any change to these Terms is not acceptable to you, then your sole remedy is to stop using the Service. Notwithstanding the preceding sentences of this Section 1.b, no revisions to these Terms will apply to any dispute between you and Company that arose as a result of actions or omissions which occurred prior to the effective date of those revisions.
- c. Jurisdictional Issues. The Service is controlled and operated by Company from its offices in the State of New York. Company makes no representation that materials on the Service are appropriate, lawful or available for use in any locations other than the United States of America. Those who choose to access or use the Service from locations outside the United States of America do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.
- d. Eligibility. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY COMPANY. IF YOU ARE UNDER 13 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. Furthermore, by using the Service, you affirm that either you are at least 18 years of age or have been authorized to use the Service by your parent or legal guardian who is at least 18 years of age and entered into this Agreement on your behalf. If you are using the Service on behalf of an entity, organization, or company, then you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

2. Accounts and Commenting.

- a. Log-In Credentials. While you may browse certain public-facing portions of the Service without registering with us, in order to enjoy the full benefits of the Service you must register an account with us (an "**Account**").
- b. Account Security. You are responsible for the security of your Account and are fully responsible for all activities that occur through the use of your log-in credentials. You agree to notify Company immediately at contact@reactive-streaming.com if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. Company will not be liable for any loss or damage arising from unauthorized use of your log-in credentials or loss of your log-in credentials prior to your notifying Company of such unauthorized use or loss thereof. Separate log-in credentials may be required to access External Sites (defined in Section 8 below). Accounts may not be transferred or shared between a User and any other person or entity, including by sharing log-in credentials, unless the other person is an employee or contractor of the same

Subscribing Entity (as defined below) as the User. If you share your log-in credentials with anyone, you will be deemed to have authorized that person to use your credentials for all purposes.

- c. **Subscribing Entities.** If you are using or opening an Account on behalf of a company, entity or organization (including, but not limited to, a media company seeking to Broadcast on the Service) (each a "**Subscribing Entity**"), then you represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to bind such entity to these Terms and (ii) agree to be bound by these Terms on behalf of such Subscribing Entity.
- d. **Accuracy of Information.** When creating an Account, you will provide true, accurate, current, and complete information as Company requests. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right, in our sole discretion, to disallow, cancel, remove, or reassign usernames and permalinks or to suspend or terminate your Account, without liability to you or any third party, and with or without prior notice to you including, without limitation, if activities occur on your Account which we believe would or might constitute a violation of these Terms, cause damage to or impair the Service, infringe or violate any third party rights, damage or bring into disrepute the reputation of Company, violate any applicable laws or regulations, or if messages sent to the e-mail address you provide are returned as undeliverable.
- e. **Commenting.** If you are able, at any point, to send Comments to others through the Service, you represent that you: (i) are solely responsible for initiating all Comments and Company merely serves as a technology platform; (ii) will not send Comments to others who have blocked you from sending them Comments (including if you were blocked while using an alternate Account controlled by you); (iii) will indemnify and hold Company harmless from any and all claims arising out of your Comments; and (iv) are solely responsible for all fees and charges associated with such Comments.

3. Intellectual Property Rights.

- a. **License.** Subject to your complete and ongoing compliance with these Terms, Company hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable and worldwide right and license to access and use the Service solely in strict compliance with the provisions of these Terms.
- b. **Content.** Except for User Content (defined in Section 5.a below), any and all content that Company provides to you on or that is otherwise accessible through the Service, including, without limitation, any text, graphics, software, interactive features, information or other materials, is protected by copyright or other intellectual property rights and owned by Company, its licensors or the copyright owner thereof (collectively, the "**Company Content**"). Moreover, Company or its licensors own all design rights, database and compilation rights and other intellectual property rights in and to the Service, in each case whether registered or unregistered, and any related goodwill.
- c. **Marks.** The Company trademarks, service marks, and logos (collectively, the "**Company Trademarks**") used and displayed on the Service (excluding trademarks appearing in

content Broadcast on the Service by Users) are Company's registered and/or unregistered trademarks or service marks. Any other product and service names located on the Service (including in User Content Broadcast on the Service) may be trademarks or service marks owned by third parties (collectively with the Company Trademarks, the "**Trademarks**"). Except as otherwise permitted by law, you may not use the Trademarks to disparage Company or the applicable third party, Company's or a third party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any website without Company's prior express written consent. All goodwill generated from the use of any Company Trademark will inure solely to Company's benefit. All goodwill generated from the use of any other Trademark will inure solely to the benefit of the owner of such Trademark

- d. Restrictions. Company hereby reserves all rights not expressly granted to you in this Section 3. Accordingly, nothing in these Terms or on the Service will be construed as granting to you, by implication, estoppel, or otherwise, any additional license rights in and to the Service or any Company Content or Company Trademarks located or displayed on or within the Service.

4. Fees and Payment.

- a. Service Fees. Subject to any express written agreement to the contrary between you or your Subscribing Entity and Company, you accept and understand that by indicating your acceptance of this Agreement, you are committing to pay Company, in full, the fees as outlined at [www.reactive-streaming.com/pricing] on the date you create an Account, and as amended thereafter from time to time, subject to Section 1.b ("**Service Fees**").
- b. Non-Refundable. You accept and understand that all Service Fees are **non-refundable**.
- c. Invoicing. Company shall send you an invoice each month that will outline the Service Fees due, in accordance with this Section and / or any relevant Addendum to these Terms, for that respective month ("Invoice"). Company shall auto-charge your credit card the full amount of Service Fees due on the date that an Invoice is generated ("Due Date"). Your first Invoice will be generated 30 days from the date that you complete your Account set up and all following Invoices will be generated monthly thereafter.
- d. Service Fee Calculation. You accept and understand that in the calculation of your monthly Service Fee: (i) the data that you use during each stream will be **rounded up** to the nearest whole gigabyte; and (ii) the data delivered to regions outside of the USA (excluding Puerto Rico, the Virgin Islands, Guam or any other United States possession or territory), Canada, the European Economic Area, the United Kingdom, Switzerland and Russia, will incur an additional \$0.077 charge per gigabyte; and (iii) each hour of the encoding service that you use during the billing period will be **rounded up** to the nearest quarter hour. All currencies listed are in USD. The prices shown above do not include any taxes that may apply.
- e. Interest on Unpaid Balances. Any Service Fees due hereunder and unpaid (the "**Unpaid Balance**") shall bear interest from and including the date that is 30 days after the Due Date, to but excluding the date of payment, at a monthly simple interest rate of 1.5% per month.

- f. Account Termination. You agree that we may, in our sole discretion, terminate this Agreement, or de-activate your Account on a permanent or temporary basis, in the event of your failure to pay any Service Fees within 14 days of the Due Date for said fees.

5. User Content.

- a. Definition. "**User Content**" means any content that you submit, webcast or otherwise transmit (collectively, "**Post**") to the Service, including, without limitation, Comments, Broadcasts (including any third party content included therein, including, without limitation, any audiovisual works, sound recordings or musical works), images, audio (including voice), and other works subject to protection under the laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret, and copyright laws. For clarity, User Content excludes any Company Content and Feedback (defined below).
- b. Your Rights to User Content. YOU RETAIN COPYRIGHT AND ANY OTHER PROPRIETARY RIGHTS THAT YOU MAY HOLD IN ANY USER CONTENT THAT YOU POST TO THE SERVICE SUBJECT TO THE RIGHTS THAT YOU GRANT IN THESE TERMS.
- c. License to Company. (A) You hereby grant to Company an unrestricted, assignable, sublicensable, irrevocable, royalty-free, worldwide license to reproduce, record, distribute, or Broadcast, (collectively, "**Use**") all User Content you Post to or through the Service by any means and through any media and formats now known or hereafter developed; (B) You further grant Company a royalty-free, sublicensable license to Use your name, image, voice, and likeness for the purposes of: (i) identifying you within or as the source of any of your User Content; or (ii) advertising, marketing and promoting Company; and (C) You further grant Company an unrestricted, assignable, sublicensable, irrevocable, royalty-free, worldwide license to publicly display any registered or unregistered trademarks, service marks, and logos that you own (collectively, "**Your Trademarks**") for the purpose of advertising, marketing and promoting Company. You must not post any User Content on or through the Service or transmit to Company any User Content that you consider to be confidential or proprietary. Any User Content posted by you to or through the Service or transmitted to Company will be considered non-confidential and non-proprietary, and treated as such by Company, and may be used by Company in accordance with these Terms without notice to you and without any liability to Company.
- d. You Must Have Rights to the Content You Post. You must not Post any User Content to the Service if you are not the copyright owner of or are not fully authorized to grant rights in all of the elements of the User Content you intend to Post to the Service in compliance with the grant of rights set forth in Section 5.c. In addition, if you only own the rights in and to a sound recording or an audiovisual work, but not to the underlying musical works embodied in such sound recording or audiovisual work, then you must not Post such sound recording or audiovisual work to the Service unless you have all necessary rights, authorizations, and permissions with respect to such embedded musical works that grant you sufficient rights to grant the licenses to Company under these Terms. You represent and warrant that: (i) you own the User Content Posted by you on the Service or otherwise have the right to grant the license set forth in these Terms; (ii) the Posting and Use of your User Content on or through

the Service does not violate the privacy rights, publicity rights, copyrights, trademark rights, patent rights, trade secret rights, contract rights, or any other rights of any party, including, but not limited to, the rights of any person visible in any of your User Content; (iii) the Posting of your User Content on the Service will not require Company to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (iv) the Posting of your User Content on the Service does not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person resulting from Posting your User Content on the Service, including from Company's exercise of the license set forth in Section 5.c.

- e. Disclaimer. We are under no obligation to edit or control User Content that you or any other User Posts on the Service and will not be in any way responsible or liable for User Content. Company may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable, such as, without limitation, User Content that Company determines is or could be interpreted to be abusive, bigoted, defamatory, harassing, harmful, infringing, obscene, offensive, pornographic, racist, threatening, unlawful, vulgar or otherwise inappropriate (collectively, "**Objectionable Content**"). You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Company with respect to User Content. We expressly disclaim any and all liability in connection with User Content.
- f. FTC Endorsement Guidelines. Notwithstanding any other provision in these Terms, you represent and warrant that you will comply with all laws and regulations regarding endorsements or testimonials made by you in any User Content, including that you will (i) make only accurate statements that represent your genuine experience with any product, good or service and (ii) make all required disclosures pursuant to the Federal Trade Commission's ("**FTC**") Guides Concerning the Use of Endorsements and Testimonials in Advertising, as such guides may be amended from time-to-time by the FTC. Follow this link for further information on complying with the FTC's guidance: <https://www.ftc.gov/sites/default/files/documents/one-stops/advertisement-endorsements/091005revisedendorsementguides.pdf>.

6. Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements.

- a. Respect of Third Party Rights. Company respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our Users to do the same. Infringing activity will not be tolerated on the Service.
- b. Repeat Infringer Policy. Company's intellectual property policy is to (i) remove or disable access to material that Company believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available on the Service; and (ii) remove any User Content Posted to the Service by "repeat infringers." Company considers a "repeat infringer" to be any User that has repeatedly infringed or repeatedly been charged with infringing the rights of third parties by Posting User Content to the Service for which Company has received takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content.

Company has discretion, however, to terminate the Account of any User after receipt of a single notification of claimed infringement or upon Company's own determination.

- c. Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "**Notification of Claimed Infringement**" containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by Company with the User alleged to have infringed a right you own or control, and you hereby consent to Company making such disclosure. Your communication must include substantially the following:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
 - ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, then a representative list of such works;
 - iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;
 - iv. Information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
 - v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- d. Designated Agent Contact Information. Company's designated agent for receipt of Notifications of Claimed Infringement ("Designated Agent") can be contacted at: contact@reactive-streaming.com
- e. Counter Notification. If you receive a notification from Company that material you Posted on the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Company with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to Company's Designated Agent through one of the methods identified in Section 6(d) above and include substantially the following information:
 - (i) your physical or electronic signature;
 - (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

(iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

(iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Company may be found, and you will accept service of process from the person who provided notification in accordance with Section 6.d above or an agent of such person.

- f. Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to Company in response to a Notification of Claimed Infringement, then Company will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Company will replace the removed User Content or cease disabling access to it in 10 business days, and Company will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Company's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the User from engaging in infringing activity relating to the material on Company's system or network.
- g. False Notifications of Claimed Infringement or Counter Notifications. Company reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

For clarity, and notwithstanding anything in this Section 6 to the contrary, Company in its sole discretion may (but has no obligation to) disclose publicly any and all Notices of Claimed Infringement and Counter Notifications.

7. Restrictions on Use of the Service.

- a. Without limiting any other terms of these Terms, when using the Service you agree not to (and not to attempt to):
- i. decipher, decompile, disassemble, or reverse engineer any of the software or source code comprising or making up the Service;
 - ii. use any device, software or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service;
 - iii. delete or alter any material Company makes available on the Service;
 - iv. frame or link to any of the materials or information available on the Service;
 - v. Use any Trademarks or other intellectual property, Company Content or User Content in any manner that is not expressly authorized by these Terms;

- vi. access, tamper with, or use non-public areas of the Service, Company's (and its hosting companies') computer systems and infrastructure, or the technical delivery systems of Company's providers;
- vii. provide any false personal information to Company or its payment processing vendors, create accounts using an automated method;
- viii. create a false identity or impersonate another person or entity in any way;
- ix. sell, buy, or otherwise transfer (or offer to sell, buy, or otherwise transfer) any Account or username, either directly or indirectly;
- x. harass, annoy, intimidate, defame or threaten any employee, director, shareholder or other representative of Company;
- xi. use the Service to transmit information that contains nudity, sexually graphic content, illegal material, or material that is otherwise deemed harassing, defamatory, or unacceptable by the Company;
- xii. restrict, discourage, or inhibit any person from using the Service;
- xiii. use the Service for gambling;
- xiv. gain unauthorized access to the Service, or to other computers or websites connected or linked to the Service, or personally identifiable information of any User;
- xv. post any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service;
- xvi. violate any federal, state, or local laws or regulations, or the terms of these Terms; or
- xvii. assist, encourage, or permit any person in engaging in any of the activities described above.

8. External Sites.

The Service may contain links to, and/or the ability to export Broadcasts to, or embed content in, other websites, apps or other online properties that are not owned or controlled by Company (collectively, "**External Sites**"). The content of External Sites is not developed or provided by Company. Company is not responsible for the content of any External Sites and does not make any representations regarding the content or accuracy of any materials on External Sites. You should contact the site administrator or Webmaster for External Sites if you have any concerns regarding content located on those External Sites. You should take precautions when downloading files from all websites to protect your devices from viruses and other destructive programs. If you decide to access any External Sites, then you do so at your own risk. Further, you will be solely responsible for compliance with any terms of service or similar terms imposed

by any External Site in connection with your use of External Sites, including, without limitation, when you transmit Broadcasts to External Sites.

9. Feedback.

While our own staff works to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the User community. If you choose to contribute by sending Company or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to Company, you agree that:

- a. Company has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- b. Feedback is provided on a non-confidential basis, and Company is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and
- c. You irrevocably grant Company perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose throughout the universe and without restriction, free of charge, and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

10. Dispute Resolution.

- a. General. Except as set forth in a separate written and signed agreement entered into between you and Company in addition to these Terms, and in the interest of resolving disputes between you and Company in the most expedient and cost-effective manner, you and Company agree that any dispute arising out of or in any way related to these Terms or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND COMPANY ARE EACH WAIVING THE RIGHT**

TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

- b. **Exceptions.** Notwithstanding Section 10.a above, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) to file suit in a court of law to address an intellectual property infringement claim.
- c. **Arbitrator.** Any arbitration between you and Company will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by these Terms, and will be administered by the AAA. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- d. **Fees.** Each party will bear half the arbitration fees and costs. Any arbitration hearing will take place at a location to be agreed upon in Kings County, New York State. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- e. **No Class Actions.** **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

11. Limitation of Liability and Disclaimer of Warranties.

THE TERMS OF THIS SECTION 11 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

- a. NEITHER COMPANY NOR ITS AFFILIATES (EACH A "COMPANY PARTY" AND, COLLECTIVELY, "**COMPANY PARTIES**") MAKE ANY WARRANTIES OR

REPRESENTATIONS ABOUT THE SERVICE OR ANY CONTENT THEREON. ACCORDINGLY, THE SERVICE AND ALL CONTENT THEREON ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. CONSEQUENTLY, YOU AGREE THAT YOU SOLELY ASSUME ALL RISKS ARISING FROM YOUR USE OF THE SERVICE.

- b. WITHOUT LIMITING SECTION 11.a, THE COMPANY PARTIES DO NOT WARRANT THAT THE SERVICE AND ANY CONTENT THEREON ARE FREE OF ERRORS, COMPUTER VIRUSES, OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THEN NO COMPANY PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.
- c. IN NO EVENT WILL ANY COMPANY PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR INABILITY TO USE THE SERVICE AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 10.c OR IN ANY OTHER WRITTEN AND SIGNED AGREEMENT ENTERED INTO BETWEEN YOU AND COMPANY IN ADDITION TO THESE TERMS, COMPANY'S LIABILITY, AND THE LIABILITY OF ANY OF THE OTHER COMPANY PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE ARISING FROM THESE TERMS IS LIMITED TO \$5,000 USD.

12. Third Party Disputes.

ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY IN CONNECTION WITH YOUR USE OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY OTHER USER), IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY IRREVOCABLY RELEASE THE COMPANY PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

13. Indemnification.

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Company Parties from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting: from (a) your breach of these Terms; (b) any Uses of User Content you Post to the Service; or (c) your access to, use, or misuse of the Company Content, Trademarks or the Service. Company will provide notice to you

of any such claim, suit, or proceeding. Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section if Company believes that you are unwilling or incapable of defending Company's interests. In such case, you agree to cooperate with any reasonable requests assisting Company's defense of such matter at your expense.

14. Term and Termination of the Terms.

- a. Term. As between you and Company, the term of these Terms commences as of the date that you create an Account and continues until the termination of these Terms by either you or Company.
- b. Termination. You may terminate these Terms by sending written notification to Company via email at contact@reactive-streaming.com and terminating your use of the Service. Company reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to all or any part of the Service or to terminate these Terms at any time without prior notice or liability, including if you breach any provision of these Terms or violate the rights of any third party on or through the Service. Company reserves the right to change, suspend, or discontinue all or any part of the Service at any time without prior notice or liability. Sections 1.b, 1.c, 1.d, 2.b, 3.b, 3.c, 3.d, 4 through 16, and all defined terms used therein will survive the termination of these Terms indefinitely.

15. Consent to Electronic Communications.

By using the Service, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

16. Miscellaneous.

These Terms, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the state of New York, including its statutes of limitations. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of these Terms or use of the Service. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect. Failure of Company to act on or enforce any provision of these Terms will not be construed as a waiver of that provision or any other provision in these Terms. No waiver will be effective against Company unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Company and you in writing, these Terms constitute the entire agreement between you and Company with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether

written or oral, between the parties with respect to the subject matter herein. The Section headings are provided merely for convenience and will not be given any legal import. These Terms will inure to the benefit of your and the Company's successors and assigns. You may not assign these Terms or any of the rights or licenses granted hereunder without the prior express written consent of Company. Company may assign these Terms, including all its rights hereunder, without restriction. For the purposes of these Terms, an assignment includes, without limitation, any merger, acquisition of stock or assets, change of control or similar transaction.