

Terms of Use

TuitionFit.org

PLEASE READ THESE TERMS OF WEBSITE AND MOBILE APPLICATION USE CAREFULLY BEFORE USING THIS WEBSITE OR MOBILE APPLICATION

These Terms may have been amended since the last time you used the Services.

Effective: May 23, 2019

1. Contractual Relationship

These Website and Mobile Application Terms of Use ("Terms") govern your access or use of the websites, mobile applications, content, products, and/or services provided by MC4L, LLC, dba TuitionFit, or any parent, subsidiary or affiliate thereof (collectively, "MC4L"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND MC4L.

MC4L owns and operates the tuitionfit.org website, and related websites, mobile sites, applications, content, and products and services (the "Services"). By accessing or using the Services (whether or not you create an account), you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you related to the subject matter hereof (provided that any agreement or contract pertaining to a specific MC4L product or service, such as an Account Agreement or a License Agreement (each defined below), may be in effect in parallel with these Terms). Access to the Services is limited to persons located in the United States and its territories and possessions.

MC4L may immediately terminate these Terms with you (and terminate your Account if you create one), or terminate your access to the Services, or may generally cease offering or deny access to the Services or any portion thereof, at any time for any reason (provided that if stated in the terms related to the applicable Service or otherwise determined appropriate by MC4L, you may be due a partial refund for any unused subscription period or similar prepayment). MC4L may amend the Terms from time to time, effective upon MC4L's posting of such updated Terms at this location. Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended.

MC4L's collection and use of personal information in connection with the Services is described in (a) certain Account Agreements that are applicable to specific Services which you may subscribe to by creating an Account for such Services, and (b) MC4L's privacy policy ("Privacy Policy") located at tuitionfit.org/privacy, which is hereby incorporated by reference into these Terms.

2. The Services

Without limitation, MC4L provides Services involving the collection, aggregation, anonymization, and provision of access to information and data relating to educational institution admissions, financial aid, tuition information, and related matters, as well as a platform for various users to communicate with each other on an opt-in basis.

MC4L reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, all or any portion of the Services or anything offered on or through the Services, including but not limited to the features, look and feel, functional elements and related items.

You may access portions of the Services without registering an Account. However, you must register an Account (as described in Section 3) and sign into the Services in order to access features and information available only to Account holders.

Ownership and License to You

With the exception of User Content, and except as expressly provided in an Account Agreement or other agreement signed by MC4L which, by its terms, expressly (later in time execution not alone being sufficient) overrides these Terms and describes in detail the permissions granted by MC4L (any such agreement hereinafter being referred to as a "License Agreement"), the Services and all rights therein, and all material on or available from the Services, from data to text to photos to videos to graphics and software (collectively, "Materials") are and shall remain MC4L's property or the property of MC4L's licensors.

Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or to the Services or Materials, except for the express limited license granted to you in these Terms, an Account Agreement, or a License Agreement; or (ii) to use or reference in any manner MC4L's company name, brands, logos, product and service names, trademarks, or services marks, or those of MC4L's licensors.

Subject to your compliance with these Terms, MC4L grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Services and Materials made available by MC4L for your personal use, solely as expressly permitted by these Terms, and subject to all the terms and conditions of these Terms, and all applicable intellectual property laws. Any rights not expressly granted herein are reserved by MC4L and MC4L's licensors, and any other use of the Services and Materials is strictly prohibited.

No Materials may be copied, republished, uploaded, posted, transmitted, distributed in any way, or modified except as provided in an Account Agreement or License Agreement. Nothing contained on the Services should be interpreted as granting to you any license or right to use any of the Materials or third-party proprietary content on the Services without the express written permission of MC4L or the appropriate third-party owner, as applicable.

The Services and Materials are protected by copyright, trademark, trade dress, patent, trade secret, international treaties, or other proprietary rights and laws of the United States and other countries. Except as otherwise indicated on the Services and except for the trademarks, service marks, logos and trade names of other companies that are displayed on the Services, all trademarks, service marks, logos, trade dress and trade names are proprietary to MC4L, including without limitation MC4L and the tuitionfit.org trade dress. Please be advised that MC4L enforces its intellectual property rights to the fullest extent of the law.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services or Materials; (ii) except as expressly permitted under an Account Agreement or License Agreement, reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Materials; (iii) decompile, reverse engineer or disassemble the Services or Materials or otherwise reduce the software or Materials to a human-perceivable form for any purpose, including without limitation to build a product or service competitive with the Services or Materials and related services except as may be permitted by applicable law; (iv) except as expressly permitted under an Account Agreement or License Agreement, link to, mirror or frame any portion of the Services or Materials; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or Materials or unduly burdening or hindering the operation or functionality of any aspect of the Services or Materials, or performing any of the same manually; (vi) attempt to gain unauthorized access to or impair any aspect of the

Services or Materials or related systems or networks; or (vii) combine the Services or any Materials with any other data or information for the purpose, or with the result, of determining the identity or other personal information of any person who provided information or data which was then anonymized, or otherwise violating the letter or spirit of these Terms or the Account Agreement under which such information was provided and the protection thereto reasonably anticipated by such persons.

User Provided Content

MC4L may, in MC4L's sole discretion, permit you from time to time to submit, upload, publish, or otherwise make available to MC4L through the Services, textual, audio, or visual content and information ("User Content"). Any commentary or feedback you provide, support requests you initiate (other than financial account information), and entries you submit for competitions and promotions through the Services are considered User Content. Any User Content provided by you remains your property. However, by providing User Content to MC4L (through the Services, or through other communications with MC4L, including without limitation, through SMS or MMS text/multimedia messages), you grant MC4L a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and MC4L's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to convey the User Content to MC4L and to grant MC4L the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor MC4L's use of the User Content as permitted herein will infringe, misappropriate, or violate a third party's intellectual property or proprietary rights, or rights of personality, publicity or privacy, or any moral rights, or result in the violation of any applicable law or regulation.

You agree not to provide User Content that (i) is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, deceptive, or otherwise offensive, as determined by MC4L in its sole discretion, whether or not such material may be protected by law, or (ii) infringes any patent, trademark, trade secret, copyright, right of privacy or publicity, or other proprietary rights of any person or entity. MC4L may, but shall not be obligated to, review, monitor, or remove User Content, at MC4L's sole discretion and at any time and for any reason, without notice to you.

Your Conduct

By accessing the Services, you agree, except as expressly permitted in an Account Agreement or License Agreement:

- to comply with all applicable laws regarding online conduct and submission of acceptable User Content, including any of the foregoing that specifically relate to minors;
- not to access or use the Services, or submit content to the Services, if you are under the age of 16;
- not to access the Services using a third-party's account/registration without the express consent of the Account holder and solely as permitted under the applicable Account Agreement;
- not to attempt, through any means, to gain unauthorized access to any part of the Services or any service, other account, computer system or network connected to any MC4L server;
- not to attempt to impersonate another user or person;

- not to advertise, or solicit, any user to buy or sell any products or services, unless authorized by MC4L;
- not to deep-link to the Services, or access the Services manually, or with any robot, spider, web crawler, extraction software, automated process, or device to scrape, copy, or monitor any portion of the Services, or any Materials, or other content on the Services;
- not to conduct any kind of systematic retrieval of data or other content from the Services;
- not to create or compile, directly or indirectly, any collection, compilation, database or directory from the Services content;
- not to use the Services in any manner that could damage, disable, overburden, or impair any MC4L (or its vendors') server, or the network(s) connected to any MC4L server, or interfere with any other party's use and enjoyment of the Services;
- not to transmit any chain letters or junk email;
- not to sell or transfer your profile;
- not to use the Services to engage in commercial activities apart from expressly sanctioned use of MC4L services;
- not to use the Services as part of an effort to compete with MC4L or the Services;
- not to copy any Materials for republication in any format or media, except as expressly permitted under an Account Agreement or License Agreement;
- not to license, sell, or otherwise provide access to or use of the Services to any third party;
- not to copy, publish, or redistribute any rebate or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;
- not to harass, annoy, intimidate or threaten any MC4L employees or agents engaged in providing any portion of the Services;
- not to display an advertisement, or accept payment or anything of value from a third person in exchange for your any commercial or promotional content on or through the Services on behalf of that person, such as posting blogs or bulletins with a commercial purpose;
- not to upload or transmit viruses or other harmful, disruptive or destructive files;
- not to disrupt, interfere with, or otherwise harm or violate the security of the Services, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Services or affiliated or linked sites; and
- not to use the Services for any illegal purposes.

You agree that you will comply with all applicable laws and regulations with respect to the Services and Materials, including without limitation all export and re-export control laws and regulations, and you hereby indemnify and hold us harmless from and against any damages, loss, costs or expenses (including reasonable attorney's fees and expenses) arising out of your violation of any such laws or regulations.

You agree that the consequences of re-publication or commercial use of User Content or Materials from the Services, or other violations of the foregoing proscriptions, may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that MC4L will be entitled to temporary and permanent injunctive relief to prohibit such use or activity, without the need to prove damages or to post bond.

Third Party Services and Content

The Services may be made available to you, or accessed by you, using third party devices, such as mobile devices and applications, and other third-party services and content (including advertising) that MC4L does not control. The Services may also include advertisements or otherwise link to third-party websites or other content. You acknowledge that different terms of service and privacy policies may apply to your use of such third-party services and content. MC4L does not endorse such third-party services and content and in no event shall MC4L be responsible or liable for any products or services of such third-party providers.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device or if you sign up to receive messages or reminders via mobile messaging services. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. MC4L does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

3. Access and Use of the Services

User Accounts

In order to access certain features and information on the Service, you must register a user account ("Account"), and maintain such Account in compliance with these Terms. In connection with creating an Account, you must enter into an account agreement ("Account Agreement") with MC4L. As used herein, Account Agreement means the agreement applicable to the type of Account you create (for example, different Account types apply to different roles, such as a student versus an educational institution). The terms and conditions set forth in any Account Agreement between you and MC4L are in addition to the terms and conditions set forth in these Terms.

Account registration requires you to submit to MC4L certain personal information, such as your name and address, valid payment information (if applicable to your type of account) for a method supported by MC4L, and other information depending on the type of Account (without limitation, as further outlined in the Privacy Policy). You agree to maintain accurate, complete, and up-to-date information in your Account. Unless otherwise permitted by MC4L in writing, you may only possess one Account.

Termination of Account

MC4L has the right to block your current or future use of the Services, or terminate these Terms and your Account, if you violate or fail to comply with any of your obligations or requirements under these Terms, or under any other agreement with MC4L, including any Account Agreement or License Agreement, or pursuant to any MC4L policy, including the Privacy Policy.

In addition, an Account Agreement may provide that any termination of these Terms with you, or of your Account, shall result in a termination of the Account Agreement and your right to access the applicable Service(s) governed thereby.

Account Requirements and Conduct

You must be at least 16 years of age to obtain an Account and use the Services, unless a specific Service permits or requires otherwise. You may not create an Account for someone under 16 years of age. If you are under 16, you may not have someone over such age assist you in obtaining an Account.

Except as permitted by a License Agreement or Account Agreement, you may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services. You may not in your access or use of the Services through an Account cause nuisance, annoyance, inconvenience, or property damage to any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

You are responsible for maintaining the confidentiality and security of your Account and password and for all activities or any other actions that occur under or are taken in connection with your password or Account. You agree to (a) immediately notify MC4L of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. MC4L will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your Account or password.

Text Messaging and Telephone Calls

You agree that MC4L may contact you by telephone, text (SMS), or multimedia (MMS) messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with your Account, and you hereby consent to receiving such recurring communications for transactional, operational, or informational purposes. If you have granted, or in the future grant, consent to receive marketing or promotional content via text/SMS, you are not required to provide this consent as a condition of purchasing any property, goods, or services, and you may opt out of receiving SMS or MMS marketing messages from MC4L at any time, either by replying to a text message sent by MC4L with the word "STOP" using the mobile device that is receiving the messages, or by contacting support@tuitionfit.org. If you do not choose to opt out, MC4L may contact you in accordance with the Privacy Policy. For all Text/SMS messages and telephone calls, data and calling rates apply.

4. Payment

If you use Services which require payment by you, MC4L may process any payments made by you by payment card or by ACH, using payment information provided by you, in connection with your use of the Service. You hereby authorize MC4L to process, from time to time, all amounts due to MC4L for any or all services or goods obtained through the use of the Services which by their express terms require payment. You agree that all amounts processed are non-refundable (except as may be expressly provided by MC4L with respect to the unused portion of any prepaid subscription periods where MC4L discontinues the applicable Service) and that MC4L has no obligation or liability (except in the foregoing case) to refund or return any amounts. You agree to keep all payment card or other payment information current and up to date until all amounts due and owing have been paid.

5. Disclaimers; Limitation of Liability; Indemnity

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MC4L AND ITS SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, MC4L MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE. MC4L DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MC4L OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY ADVANTAGE) ARISING OUT OF THE SERVICE, THIS AGREEMENT, AN ACCOUNT AGREEMENT, OR THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF MC4L HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF RECOVERY. YOU ARE SOLELY RESPONSIBLE FOR THE BACKUP OF YOUR DATA.

MC4L SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY INACCURACY IN ANY DATA OR INFORMATION AVAILABLE THROUGH THE SERVICE; OR (iii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, OR BETWEEN YOU AND ANY THIRD PARTY YOU CONTACT AS A RESULT OF YOUR USE OF THE SERVICE, EVEN IF MC4L HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MC4L SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND MC4L'S REASONABLE CONTROL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOUR SOLE REMEDY IN RESPECT OF THE SERVICES, ANY SOFTWARE OR APPLICATION PROVIDED BY MC4L, ANY MATERIALS, THESE TERMS, THE PRIVACY POLICY, OR ANY ACCOUNT AGREEMENT, REGARDLESS OF ANY THEORY OF RECOVERY, SHALL BE TO CEASE TO USE THE SAME. THIS LIMITATION SHALL NOT APPLY TO BODILY INJURY OR DEATH AND SHALL BE SUBJECT TO ANY REFUND RIGHTS EXPRESSLY PROVIDED BY MC4L.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MC4L UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED THE LOWEST LIMITATION OF LIABILITY ALLOWED BY LAW, OR, IN THE EVENT SUCH AMOUNT IS NOT PRESCRIBED BY LAW, ONE HUNDRED DOLLARS (\$100).

Indemnity

You agree to indemnify and hold MC4L and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms or an Account Agreement; (iii) MC4L's use of your User Content; (iv) your violation of the rights of any third party; or (v) any transaction or relationship between you and any third party you contact as a result of your use of the Service.

6. Dispute Resolution by Binding Arbitration and Class Action Waiver

By agreeing to these Terms, you agree that you are required to resolve any claim that you may have against MC4L on an individual basis in arbitration, as set forth in this Section 6. This will preclude you from bringing any class, collective, or representative action against MC4L, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against MC4L by someone else.

Agreement to Binding Arbitration Between You and MC4L

You and MC4L agree that any dispute, claim, or controversy arising out of or relating to (a) these Terms, an Account Agreement, or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to these Terms, will be settled by binding arbitration between you and MC4L, and not in a court of law; provided, however, claims for injunctions and other equitable relief may be submitted to a court of competent jurisdiction; and provided further that actions relating to the infringement, validity or enforceability of MC4L's intellectual property rights may, at MC4L's discretion, be submitted to a court of competent jurisdiction in the state, country or territory in which such intellectual property right exists or was issued.

You acknowledge and agree that you and MC4L are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and MC4L otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and MC4L each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Section 6. The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Section 6, including any claim that all or any part of this Section 6 is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms or an Account Agreement are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in these Terms, the parties agree and acknowledge that this Section 6 evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Section 6 or the enforcement thereof, then that issue shall be resolved under the laws of the State of Illinois.

Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Illinois and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

Location and Procedure

Unless you and MC4L otherwise agree, the arbitration will be conducted in the City of Chicago, Illinois. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and MC4L submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. MC4L will not seek, and hereby waives all rights MC4L may have under applicable law to recover, attorneys' fees and expenses if MC4L prevails in arbitration.

Fees.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$10,000, MC4L will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions above regarding consent to be bound by amendments to these Terms, if MC4L changes this Section 6 after the date you first agreed to these Terms (or to any subsequent changes to these Terms), you may reject any such change by providing MC4L written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be sent to MC4L, LLC, 117 Ridgewood Ave, Davenport IA. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Section 6. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and MC4L in accordance with the provisions of this Section 6 as of the date you first agreed to these Terms (or to any subsequent changes to these Terms prior to your rejection).

Severability and Survival

If any portion of this Section 6 is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Section 6 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Section 6; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

7. Other Provisions

Choice of Law

The choice of law and forum selection provisions of the following paragraph do not apply to the arbitration clause in Section 6, or to any arbitrable disputes as defined therein. Instead, as described in Section 6, the Federal Arbitration Act shall apply to any such disputes.

These Terms are governed by the laws in force in the State of Illinois, and shall be interpreted according to the internal laws of such State, without reference to its conflicts of laws or choice of law principles. Except as provided in Section 6, any legal suit, action or proceeding arising out of or related to these Terms shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the City of Chicago, and each party irrevocably submits to the consent to the exclusive jurisdiction of such courts, agrees to accept service of process by mail, and waives any jurisdictional or venue defenses otherwise available; provided that actions for equitable relief, specific performance, or the like may be brought where necessary for enforcement. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to these Terms, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

In the case of any direct conflict between these Terms and any Account Agreement or License Agreement with respect to the choice of law and forum selection provisions set forth in each, each agreement shall be governed by the terms thereof.

Evidence of Contract

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Claims of Copyright Infringement

Claims of copyright infringement should be sent to MC4L, LLC, 117 Ridgewood Ave, Davenport IA.

Notice; Consent to Electronic Notice, Records and Disclosures

MC4L may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to MC4L, with such notice deemed given when received by MC4L, at any time by first class mail or pre-paid post to 117 Ridgewood Ave, Davenport IA.

Without limitation to the foregoing, certain laws require that information, such as legal notices or disclosures, relating to you be provided or made available in writing ("Records"). Your privilege of using the Service and holding an Account is conditioned upon your consent to MC4L's policy of providing only electronic Records, when required by applicable law, to the email address you provide. You further agree that if such electronic notice or other Records are sent by MC4L to the email address or SMS/text number you provide, you are deemed to have received such notice in a legally effective manner. While generally you do have the right to have Records provided or made available

on paper or in non-electronic form, and the right to withdraw your consent to have the Records provided or made available in electronic form, your sole method of withdrawing such consent is to cancel your Account and to cease to use the Service.

General

You may not assign these Terms or an Account Agreement without MC4L's prior written approval. MC4L may assign these Terms or an Account Agreement, including any portion of or all of the rights set forth herein, without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of MC4L's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, MC4L or any third-party as a result of these Terms, any Account Agreement, or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. MC4L's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by MC4L in writing. In these Terms, the words "including" and "include" mean "including, but not limited to".