**Terms of Use - Emmes**

Last Updated: April 1, 2025.

**PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS SITE OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.**

These Terms of Use apply to the sites and mobile applications, provided by The Emmes Company, LLC and any of its affiliates that post this policy (collectively, “**Company**,” “**we**,” “**us**,” or “**our**”). This Terms of Use Agreement (the “**Agreement**”) is a legal agreement exclusively between you and us governing your use of our websites and other online or mobile services, pages, software, Mobile Apps (as defined below), or applications that link to this Agreement (each a “**Site**,” and collectively “**Sites**”).

For clarity, should we employ you, none of the materials provided on a Site constitute or should be considered part or of an employment contract or an offer for employment.

Please note that our offerings and partnerships are subject to separate terms.

**NOT A HEALTHCARE PROVIDER: Emmes is not a healthcare provider, and the Sites are not medical devices. You should consult your healthcare provider for medical advice, and not rely upon the Sites. See Section 7 for additional information.**

**THIS AGREEMENT *CONTAINS A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY*, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.**

**BY CONTINUING TO USE OF OUR SITES, YOU AGREE THAT SUCH USE IS LEGALLY SUFFICIENT CONSIDERATION UNDER THIS AGREEMENT. CONTINUED ACCESS AND USE OF ANY SITE AFTER CHANGES HAVE BEEN MADE TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE REVISED AGREEMENT THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THIS AGREEMENT PERIODICALLY AND THAT YOU SHALL BE BOUND BY THIS AGREEMENT AND ANY MODIFICATIONS TO IT.**

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# Mobile Applications

Some of our Sites may be mobile or other applications that you can download to your phone, tablet, or other device (“Mobile App”) via a third-party service such as an application store. Your use of the third-party service may be subject to additional terms related to that service from the service provider (“App Store Provider”). WE ARE NOT LIABLE IN ANY WAY FOR, AND MAKE NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD PARTY SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD PARTY SERVICE.

Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the Mobile App for your use on a single mobile device or computer owned or otherwise controlled by you (“Device”) strictly in accordance with the Mobile App’s documentation; and

(b) access and use on such Device the content and services made available in or otherwise accessible through the Mobile App, strictly in accordance with this Agreement.

You shall not:

(a) copy the Mobile App, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile App;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile App or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile App, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile App, or any features or functionality of the Mobile App, to any third-party for any reason;

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Mobile App; or

(g) use the Mobile App to control any device or product that is unaffiliated with a Company product or service.

You agree and acknowledge that:

1. the Mobile App is provided under license, and not sold, to you. You do not acquire any ownership interest in the Mobile App under this Agreement, or any other rights thereto other than to use the Mobile App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company reserves and shall retain its entire right, title, and interest in and to the Mobile App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
2. the App Store Provider does not have any obligation whatsoever to furnish any maintenance and support services with respect to the Mobile App;
3. Emmes, not the App Store Provider, is responsible for addressing your claims with respect to the Mobile App, notwithstanding any exclusions and limitations of liability set forth in this Agreement; and
4. if you download the Mobile App from the Apple “App Store,” that Apple and its subsidiaries are third party beneficiaries of this Agreement with the right to enforce the Agreement against you.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

When you use our Mobile App, you are subject to additional terms from the App Store Provider. These terms may give us, and the App Store Provider, additional rights while posing additional obligations or restrictions on you. Please review such terms, you are solely responsible for reviewing and understanding those terms and ensuring you have the latest version.

If you downloaded the Mobile App from the App Store, you are subject to Apple’s Licensed Application End User License Agreement, available at <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>. If you downloaded the Mobile App from the “Google Play” store, you are subject to the Google Play Terms of Service available at: <https://play.google.com/about/play-terms/index.html>. If you used a different third party service, check with the applicable App Store Provider to determine what additional terms may apply.

# Your responsibility for others who access our Site using your device or internet connection

You must ensure that any persons who access our Sites on your computer(s) or device(s), or who are permitted or able to access our Sites on your computer(s) or device(s), or who use your internet connection, are aware of these Terms of Use and all other documentation referred to in them, and that such persons also agree to be bound by and to comply with these Terms of Use. If for any reason whatsoever, such persons do not agree to these Terms of Use or do not wish to be bound by them, they must not access or use our Sites, and you must not permit them to do so.

When you use a Site or send communications to us through a Site, you are communicating with us electronically. You consent to receive electronically any communications related to your use of a Site. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by creating a user account, or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Policy.

# Availability of our Sites

* 1. We make no representations and provide no warranties that:
		1. the Sites will be made available at any specific time or from any specific geographical location;
		2. your access to the Sites will be continuous or uninterrupted; or
		3. the Sites will be accessible or optimized on all browsers, computers, tablets, phones or viewing platforms.
	2. We reserve the right to suspend access to all or part of the Sites for any reason, including for business or operational reasons, such as improving the appearance or functionality of the Sites, content updates, periodic maintenance, or to resolve any issues that we become aware of. Wherever we anticipate that we need to suspend access to the Sites for a considerable period of time, we will try to provide you with prior notice where reasonably practicable.
	3. Except as described otherwise, all materials on the Sites are made available only to provide information about the Company.
	4. We are committed to making our Site accessible for all users and will continue to take steps necessary to ensure compliance with applicable laws. If you have difficulty accessing any content, feature, or functionality of our Site, please contact us.

# Changes we may make to these Terms of Use and other documentation

* 1. We may revise or otherwise change or update this Agreement from time to time. We will use reasonable efforts to notify you of such changes. However, please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. When changes are made to this Agreement, they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review this Agreement―there may have been changes to our policies that may affect you. If you do not agree to the Agreement as modified, then you must discontinue your use of our Site. Your continued use of a Site will signify your continued agreement to this Agreement as revised. We will make reasonable efforts to notify you of material changes to this Agreement. Such efforts might include posting notice on the Site, an email to the address we have on file, or a message in your account.
	2. We may assign this Agreement at any time with or without notice to you. You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without our prior written consent.

# Your account details

* 1. If we provide you with account information such as a username, identification number, account code and/or password, you must keep such information confidential and secret and not disclose it to anyone. All account information is provided for use of the named account holder only, and not for any other person. You are responsible for any actions taken through your account and any consequences of unauthorized access to your account due to any disclosure of your account information to any third party. You are restricted to one account.
	2. Where we provide you with the option to select your own login information, including a password, we recommend that you supply login information unique to your own use of the Sites, and do not use information from other accounts you may hold with other websites or any easily discoverable information about you. You are responsible for any consequences of unauthorized access to your account due to any disclosure of your login information to any third party.
	3. You must never use another user’s account without permission. When creating your account, you must provide accurate and complete information. You agree that you will not solicit, collect or use the login credentials of other individuals. We prohibit the creation of, and you agree that you will not create, an account for anyone other than yourself. You also represent that all information you provide to us upon registration and at all other times will be true, accurate, current, and complete. You agree to update your information as necessary to maintain its truth and accuracy. You agree that messages and updates to the TOU may sent through the account.
	4. We reserve the right to withdraw access to your account without notice for any actual or suspected breach of these Terms of Use or any other documentation referred to in them, including, without limitation, where we suspect that there has been unauthorized access to your account or any unauthorized disclosure of your login information.
	5. If you know or suspect that the confidentiality of your login information has been compromised, for example, by the disclosure of such information to any third party, you must immediately change your password, by clicking the “Forgot/Change Password” link on the “My Account” page of the Sites. If you are unable to change your password, you must immediately notify us by email, at <https://emmes.com/contact-us>.
	6. WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

# Information and content on our Sites provided on a non-reliance basis

* 1. Our Sites are made available to you in order to provide you with general information about us, the Emmes brand, and any products or services that we offer from time to time. We do not make our Sites available for any other purposes, except as expressly provided in these Terms of Use.
	2. The content on our Sites is not intended to be construed as advice. You must not rely on any of the content of our Sites for any purposes whatsoever, and you must seek your own independent professional advice before deciding to take any course of action on the basis, whether in whole or in part, of any of the content available on our Sites at any time.
	3. WE MAKE NO REPRESENTATIONS AND PROVIDE NO WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, THAT ANY OF THE CONTENT OR MATERIALS AVAILABLE ON OUR SITES FROM TIME TO TIME ARE ACCURATE, UP TO DATE OR COMPLETE.

# Prohibited uses of our Sites

* 1. You must not reproduce, duplicate, copy or resell any part of our Sites or any content from our Sites, save and except to the extent expressly permitted in these Terms of Use.
	2. You must not, without our prior written consent, access, interfere with, damage or disrupt in any way our Sites or any part of it, our systems, any of our hardware or equipment or any networks on which our Sites are hosted, any software that we use to create or modify the Sites or to make the Sites available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party.
	3. You must use our Sites for lawful purposes only and in accordance with these Terms of Use. You must not use our Sites:
		1. for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;
		2. for any fraudulent purposes whatsoever;
		3. to conduct any unsolicited or unauthorized advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with or market to anyone any goods, services or business not authorized by us;
		4. to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, mining bots, spiders, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the Sites, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing any such content;
		5. to communicate with, harm or attempt to harm children in any way; or
		6. in any way or for any purpose that breaches these Terms of Use or the terms of any of the documents these Terms of Use refer to.
	4. You must not submit to us any information which is considered ‘sensitive personal information’. ‘Sensitive personal information’ is information about you or any other person which reveals your or their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or which is genetic data, biometric data, information which concerns your or their health, sex life or sexual orientation.

# Viruses and other harmful content

* 1. We do not guarantee that our Sites do not contain viruses or other malicious software. However, we do make reasonable efforts to prevent such viruses or bugs from being uploaded to our Sites.
	2. We shall not be responsible for any bugs or viruses on our Sites, or any software that might be transferred to your computer from our Sites, or any consequences which the presence or operation of such programs may have.
	3. You must ensure that you have in place up-to-date and effective anti-virus protection on your computer or another browsing device.
	4. You must not upload or otherwise introduce to our Sites any viruses, malware, spyware, adware, Trojan horses, worms, logic bombs, time bombs, keystroke loggers or any other programs or code that is harmful or malicious.
	5. You must not use any third parties, software or technology to attempt to gain unauthorized access to our Sites, our servers, systems, hardware, software or data.
	6. You must not attempt to perform any denial-of-service type attack on our Sites.
	7. We may report any breach or suspected breach of this clause 11 (Viruses and other harmful content) to the relevant authorities and may disclose your identity.

# Links to other websites or applications

* 1. Any information, statements, opinions, or other information provided by third parties and made available on our Site are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement or other third-party Content on our Site.
	2. We may provide on the Site, solely as a convenience to users, links to websites, social media pages, mobile applications or other services operated by other entities. If you click these links, you will leave our Site. If you decide to visit any external link, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked Site is authorized to use any of our trademarks, logos, or copyright symbols.
	3. We may maintain a presence on and link to social media websites, including Facebook, LinkedIn, Google Plus, Twitter, YouTube, Vine, TikTok, Pinterest and Instagram, and others (collectively, “**Social Media Pages**”), to provide a place for people to learn more about us and our products and to share experiences with our products. When you visit these Social Media Pages, you are no longer on our Site, but rather a website operated by a third party. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values or ideas. All visitors to our Social Media Pages must comply with the respective social media platform’s terms of use.
	4. YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES, WHICH YOU WILL COMPLY WITH.

# Links to our Sites

* 1. You may not link to our Sites without our prior written consent.
	2. Where you have obtained our consent to link to our Sites:
		1. you may provide links to our Sites on other websites owned by you, provided that such websites and the use of any links to our Sites comply with these Terms of Use;
		2. wherever you post a link to our Sites on any other website, you agree that you will do so in an appropriate manner, and not in any way which is defamatory or disparaging towards us, which misrepresents us or our business, or which causes any harm whatsoever to us or our business; and
		3. you must not link to our Sites in order to suggest any form of joint venture, partnership, collaboration, affiliation, business relationship, approval or endorsement in connection with us where none exists and, in any event, without having first obtained our prior written consent.
	3. We may withdraw permission to link to our Sites at any time. If we withdraw permission to link to our Sites and inform you of the same, you must immediately remove or cause to be removed any links to our Sites.

# EXCLUSIONS AND LIMITATIONS OF LIABILITY

WE AND OUR AFFILIATES, SUBSIDIARIES, DIVISIONS AND RELATED COMPANIES AS WELL AS OUR AGENTS, SUPPLIERS, SERVICE PROVIDERS AND RETAILERS (COLLECTIVELY, THE “RELEASEES”) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR THE INABILITY TO USE A SITE, A SITE’S CONTENT OR EXTERNAL LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, OR ANY COMPUTER VIRUS OR FAILURE.

RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF DATA OR PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF THE ACTUAL TOTAL AMOUNT RECEIVED BY US FROM YOU OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.

# INDEMNIFICATION

You agree to indemnify, defend and hold us and the Releasees and all of our directors, officers, employees, agents, shareholders, successors, assigns, and contractors harmless from and against any and all claims, damages, suits, actions, liabilities, judgments, losses, costs (including without limitation reasonable attorneys’ fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of this Agreement; (ii) your activities in connection with a Site; or (iii) the Content or other information you provide to us through a Site. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

**New Jersey Residents**. If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Disclaimer of Warranty; (b) Limitation of Liability; (c) Indemnity; and (d) under Disputes, the Arbitration and Class Action Waiver and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

# DISCLAIMERS

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY OR RELIABILITY OF THE CONTENT AVAILABLE ON A SITE OR ANY OTHER SITES LINKED TO OR FROM A SITE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH A SITE IS DONE AT YOUR OWN RISK. THE CONTENT OF A SITE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

THE INFORMATION PROVIDED ON THIS SITE IS FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND IS NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION OR TREATMENT.

USING THIS SITE DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND ANY HEALTHCARE PROFESSIONAL. INFORMATION PROVIDED HERE SHOULD NOT BE USED TO DIAGNOSE OR TREAT A HEALTH PROBLEM OR DISEASE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR, GO TO THE NEAREST EMERGENCY ROOM, OR CALL 911 IMMEDIATELY.

# AGE RESTRICTIONS ON USE OF OUR SITES

1. Our Sites and any products or services available on or via the Sites are not intended for use by individuals under the age of 18.
2. IF YOU ARE UNDER THE AGE OF 18, YOU MUST NOT USE OUR SITES, PURCHASE OR ATTEMPT TO PURCHASE ANY OF OUR PRODUCTS OR SERVICES OR SUBMIT ANY INFORMATION ABOUT YOU OR ANYONE ELSE TO US.
3. You must not submit any information to us about any other person who is either:
	1. under the age of 18; or
	2. if they are aged 18 or above, where you have not received their prior written consent to submit information about them to us.
4. We do not knowingly or intentionally process information about any individual under the age of 18.

# Disputes, arbitration and class action waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Any dispute**, claim or controversy arising out of or relating to this Agreement, other agreements on the Site, or the Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration in Maryland before one arbitrator or submitted to small claims court in Maryland. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the current JAMS Comprehensive Arbitration Rules and Procedures, including Rules 16.1 and 16.2 of those Rules.

**No Class Actions**: YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

**Seeking Arbitration**: If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim (“Notice”). The Notice to us must be addressed to: 401 North Washington Street, Suite 700, Rockville Maryland 20850, Attn: General Counsel. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or us may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com. If you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US $10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

**Hearing**: If your claim is for US $10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US $10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator’s decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

**Award**: In the event arbitration awards you damages of an amount at least $100 greater than our last documented settlement offer, we will pay your awarded damages or $7,500, whichever is greater.

**Injunctive Relief**: Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective, and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

**Confidentiality**: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

# Governing law and jurisdiction

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Maryland, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the current JAMS Optional Arbitration Appeal Procedure with respect to any final award in an arbitration arising out of or related to this Agreement.

# Other Important Legal Terms

**Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be replaced in interpretation by a valid and enforceable term that most closely aligns with the intent of the original provision. If that is not possible, the provision shall be removed, and the rest of the Agreement will be enforceable.

**Termination**

The Site and this Agreement are in effect until terminated by you or us. We may terminate this Agreement by notifying you using any contact information we have about you or by posting such termination on a Site, including in your Account. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any Account information or other Site credentials, to us using the information in the Contact Information section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to a Site or any of its features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of this Agreement concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all content obtained from the Site and all copies thereof; (ii) you will immediately cease all use of and access to the Site; (iii) we may delete or disable access to our content at any time; (iv) and we may delete your account at any time. You agree that if your use of a Site is terminated pursuant to this Agreement, you will not attempt to use that Site under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of a Site after termination will be a violation of this Section, which survives any termination.

# Permitted use of materials on our Sites & Copyright and Trademark Information

1. The content on our Sites is provided for your private and non-commercial use only. You may print or share the content from our Sites for lawful personal, private, and non-commercial purposes, and you may also make others within your organization aware of the content on our Sites. You may not otherwise extract, reproduce, or distribute the content of our Sites without our prior written consent.

2. Whenever you print, download, share or pass on content from our Sites to others, you must not make any additions or deletions or otherwise modify any text from our Sites, you must not alter or change any images, media or graphics from our Sites in any way, you may not remove any accompanying text from such images, media or graphics, and you must ensure that all content passed on to any third party is an accurate representation of the content as it appears on our Sites.

3. You are prohibited from using any robots, spiders, data mining or scraping technology or any similar third-party tools for the extraction or reproduction of any data or content from our Sites without our prior written consent.

4. Whenever you pass on any content or materials from our Sites to anyone, you must acknowledge us as the authors of such content or materials (or any other authors wherever credited by us) at the time when you pass on such content or materials.

5. All trademarks, service marks, trade names, logos, copyright, and other intellectual property rights in our Sites and its content are either owned by us or licensed to us. All such rights are protected by intellectual property laws around the world, and all rights are reserved. Any use of the Sites and its contents, other than as specifically authorized herein, is strictly prohibited. Any rights not expressly granted herein are reserved by us.

6. The trademarks, service marks, trade names, logos and other branding owned by third parties and used or displayed on or via our Sites (collectively, “Third Party Mark(s)”) may be trademarks of their respective owners, who may or may not endorse or be affiliated with or connected with us. Except as expressly provided in these Terms of Use, or in terms provided by the owner of a Third Party Mark, nothing in these Terms of Use or on or via the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our or any Third Party Marks that are used or displayed on the Sites, without the respective owner’s prior written permission, in each instance. All goodwill generated from the use of our trademarks will benefit us exclusively.

7. We respect the intellectual property rights of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, terminate service and/or access to and use of our Sites for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Sites, please provide our designated agent the following information:

* A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
* Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
* Identification of the 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 at our Sites, and information reasonably sufficient to permit us to locate the material.
* Information reasonably sufficient to permit us to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
* A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
* 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.

Our agent for notice of claims of copyright or trademark infringement can be reached as follows:

The Emmes Company, LLC

Attn: General Counsel

401 North Washington Street, Suite 700, Rockville Maryland 20850

8. Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

9. Submitting a Digital Millennium Copyright Act (“DMCA”) Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to our designated agent that includes all of the following information:

1. Your physical or electronic signature;
2. 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;
3. A statement from you under the penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

10. Termination of Repeat Infringers

We reserve the right, in our sole discretion, to terminate the account or access of any user of our Sites and/or Services who is the subject of repeated DMCA or other infringement notifications.

# International Users

The services referred to on the Site may only be available in the territory to which the Site is directed and may not be available in your country. WE MAKE NO REPRESENTATION THAT THE INFORMATION AND MATERIALS ON ANY SITE, INCLUDING WITHOUT LIMITATION THE INFORMATION AND OTHER MATERIALS PROMOTING THE PRODUCTS IDENTIFIED ON THAT SITE, ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OTHER THAN THE LOCATION FOR WHICH THE SITE IS DIRECTED. WE DO NOT REPRESENT OR WARRANT THAT A SITE OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access a Site do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws. You are also subject to United States export controls and are responsible for any violations of such controls, including without limitation any United States embargoes or other federal rules and regulations restricting exports.

Despite the above, as a consumer you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law. The local law of your jurisdiction may entitle you to have a dispute relating to this Agreement heard by your local courts. This Agreement does not limit any such rights that you have that apply. HOWEVER, BY ENTERING INTO THIS AGREEMENT, WE DO NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THIS AGREEMENT AND RESERVES THE RIGHT TO CONTEST THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY OTHER COURT. We may limit a Site’s availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. This Agreement, as well as all other documents related to it, including notices and correspondence, will be in the English language only.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOU, AND SUPERSEDE CONFLICTING TERMS IN THE AGREEMENT, IF YOU ARE A RESIDENT OF THE NAMED JURISDICTION OR TO THE EXTENT REQUIRED BY APPLICABLE LAW:

**EUROPEAN UNION**

*Children*: You may not use any Site if you are under the age of 16.

*Exceptions to Liability Limitations*: Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

ARBITRATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF THE EUROPEAN UNION AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (AND ANY IMPLEMENTING REGULATIONS IN EACH MEMBER STATE OF THE EU), THE AGREEMENT TO ARBITRATE IN THE AGREEMENT WILL NOT APPLY TO IF NOT PERMITTED BY LAW.

**UNITED KINGDOM**

*Children*: You may not use any Site if you are under the age of 16.

*Exceptions to Liability Limitations*: Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

ARBITRATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF THE UNITED KINGDOM AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (OR ANY SUCCESSOR TO THESE ENACTED BY THE UK POST BREXIT). THE AGREEMENT TO ARBITRATE IN THIS AGREEMENT WILL NOT APPLY TO IF NOT PERMITTED BY LAW.

# Contact Information

If you have questions about this Agreement, or if you have technical questions about the operation of a Site or if you have any questions or comments about our Company or our service or have other customer service needs, please contact us through this <https://emmes.com/contact-us>.

Additionally, under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.