

BNP MEDIA TERMS AND CONDITIONS OF USE

Last revised as of January 2026

THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND BNP MEDIA CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST BNP MEDIA TO BINDING, CONFIDENTIAL AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. THESE TERMS AND CONDITIONS ALSO LIMIT YOUR ABILITY TO PARTICIPATE IN A MASS ARBITRATION. PLEASE REVIEW THE DISPUTE RESOLUTION SECTION BELOW FOR DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH BNP MEDIA.

Agreement to be Bound.

By accessing a site, continuing to access a site, or downloading materials from a site, you agree to abide by the terms of use described in this notice. If you do not agree to abide by these terms of use, do not use a site or download materials from a site.

Please report any violations of these terms of use to privacy@BNPMedia.com.

General Information.

These are the legal notices and terms of use that apply to the Internet domain(s) owned or operated by BNP Media, Inc., BNP Media II, LLC, and BNP Engage, including, but not limited to, the websites listed in the following webpage: <https://www.bnpmmedia.com/industries-we-serve> and through applications that run on mobile devices, or other similar means.

We refer to the website(s) accessible through the domain(s) and all related websites as “sites” and to each of them as a “site.” When we refer to “we,” “us,” or “our,” we mean BNP Media, Inc., a Michigan corporation, BNP Media II, LLC, a Michigan limited liability company, BNP Engage, or the specific division, subsidiary, or affiliate that operates a site, provides its content, or processes information received through it, each as appropriate and applicable. When we refer to “you” or “your,” we mean the person accessing the site. If the person accessing the site does so on behalf of, or for the purposes of, another person, including a business or other organization, “you” or “your” also means that other person, including a business organization.

You may use the Website only for lawful purposes and in accordance with these recently updated Terms and Conditions. You agree not to use our Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm BNP Media, its users and customers, or expose any of the same to liability.
- To violate (or help or encourage others to violate) these recently updated Terms and Conditions or our other policies.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these recently updated Terms and Conditions, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Accessing or using the Website via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Website is permitted only via individual users and materials may not be collected via automated or robotic methods. The Website and materials contained therein may not be used by you for the development, training, testing, validation, improvement or deployment of any artificial intelligence tool, including any and all training, self-improving, or machine learning software, models, algorithms, hardware or other artificial intelligence tools or aids of any kind. Artificial intelligence tools include, but are not limited to, systems that characterize structured or unstructured data; generate summaries, inferences, or decisions; or generate text or images, including within any generative artificial intelligence solution.

LEGAL NOTICES AND TERMS AND CONDITIONS OF USE

Copyrights and Other Intellectual Property.

This site is © 2010-2021 by us or our licensors, and we reserve all rights. You may inquire about rights to reproduce content from this site by e-mailing us using the technical support e-mail address below.

ALL RIGHTS IN ALL MATERIALS POSTED ON SITES EITHER BELONG TO US OR ARE LICENSED BY US WITH THE RIGHT TO SUE AND OTHERWISE ENFORCE INTELLECTUAL PROPERTY RIGHTS IN SUCH MATERIALS. YOU MAY NOT COPY ANY MATERIAL FROM ANY SITE WITHOUT OUR EXPRESS PERMISSION IN FOR FORM OF A RECORD SIGNED BY US.

Trademarks of others are the property of their respective owners. These include our licensors. We make no claim to the trademarks of others.

DMCA Copyright Notifications.

We do not knowingly permit anyone to post materials on a site where such posting would violate copyright or other applicable law, including the Digital Millennium Copyright Act ("DMCA") (including 17 USC § 512). If you are a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed by any material on any site, you may notify us of claimed infringement by sending to us a notice containing the following elements.

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

Our designated agent for receipt of such notices is:

Rita Foumia
BNP Media
550 W Merrill St
Suite 200
Birmingham, MI 48009

Phone: (248) 362-3700
Fax: (800) 952-6643
Email: copyright@bnpmedia.com

Dispute Resolution Section.

Any dispute arising out of or related to your use of, or association with, a site will be settled solely by binding arbitration in accordance with the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association. The place of arbitration will be metropolitan Detroit, Michigan. The arbitration will be conducted in English. Any award by the arbitration panel may be entered in, and enforced by, any court of competent jurisdiction.

Solely in the case where, and only to the extent that, arbitration is not allowed by law or in the case where either party requires equitable remedies not available through arbitration, any suit or other action arising out of, or in any way connected with, your use of any site may be brought only in the courts of the State of Michigan sitting in Oakland County, Michigan, or in the United States District Court for the Eastern District of Michigan. You irrevocably consent to the jurisdiction and venue of such courts.

Arbitration Agreement

In consideration of and as condition of your use of BNP Media's sites, you and BNP Media (collectively, the "Parties") agree as follows:

Disputes

The Parties agree that all Disputes (as defined below) shall be subject to individual binding arbitration, instead of going to court. The Parties understand and agree that both Parties are waiving their respective rights to a trial before a judge or jury in federal or state court as to any Disputes, irrespective of when the dispute arose, or the time periods involved.

The term "Disputes" means all disputes and claims between the Parties relating to our arising out of our sites, including those claims: (i) arising out of these Terms and Conditions; (ii) arising out of the relationship between the Parties relating to these sites; (iii) arising under any state or federal law applicable to the collection, use and disclosure of data by these sites, including, but not limited to, the Video Privacy Protection Act, the federal Electronic Communications Privacy Act, the California Invasion of Privacy Act and/or any other consumer protection statutes; and (iv) all other claims or disputes arising out of contract, tort, public policy, and/or common law relating to these sites.

The Parties intend to require that all Disputes shall be arbitrated. All issues concerning the arbitrability of a Dispute are also delegated to the arbitrator.

Waiver Of Non-Individual Claims

The Parties agree that Disputes will be arbitrated on an individual basis only. Neither of the Parties will: (i) assert or pursue in arbitration any Dispute on a class, collective or representative basis or in any other way other than on an individual basis; or (ii) join, opt into, serve as class representative in, participate in, remain as a class member in or receive any recovery from, any purported class, collective, or representative action, regardless of whether such action was originally brought as a lawsuit or as an arbitration. In no event will there be any form of class, collective, consolidated, or representative arbitration. No arbitrator or arbitration-sponsoring organization shall have any authority to order, conduct or preside over any class, collective, consolidated, or representative proceeding.

Mandatory Informal Dispute Resolution

Before submitting a demand for arbitration in accordance with the provisions set forth in this section, if either you or BNP Media has a Dispute with the other party, that party shall first provide the other party with a written notice related to that Dispute (“Notice”). If you have a Dispute with BNP Media, you agree to provide BNP Media with the Notice by sending the Notice by certified mail to the following address: BNP Media, Attn: Legal Notice, BNP Media 550 W Merrill St Suite 200 Birmingham, MI 48009. If we have a Dispute with you, we will provide you with the Notice by sending it to the most recent contact information we have on file for you. A Notice must include all of the following: (a) a detailed description of the Dispute; (b) the nature and basis of the claim(s); (c) the relief sought and a calculation for it; (d) information sufficient for BNP Media or you to identify any relevant transactions, accounts, or experiences; and (e) the Party’s mailing address, email address, and a phone number. Any Notice that you submit must be signed by you and any Notice that BNP Media submits must be signed by a BNP Media representative. If you want BNP Media to speak with your representative, please also provide BNP Media with a signed authorization to do so.

During the informal dispute resolution process, should the Party receiving the Notice make a request, both parties shall participate in an individualized telephonic settlement conference to facilitate potential resolution of the Dispute. You agree to personally attend any such conference (along with counsel if represented) if BNP Media makes such a request, and we agree to have a BNP Media representative personally attend any such conference (along with counsel if represented) if you make such a request. You and we agree to negotiate in good faith in an effort to resolve any Dispute. This should lead to resolution, but if for some reason the Dispute is not resolved satisfactorily within sixty (60) days after receipt of a compliant Notice, you and BNP Media agree to the further dispute resolution provisions below. Both you and BNP Media agree that this informal dispute resolution process is mandatory and a condition precedent that must be satisfied before initiating arbitration. Any applicable limitations period (including statutes of limitations) will be tolled for 60 days from the time a fully compliant Notice is served on the other party unless the Parties mutually agree to extend that period. A court of competent jurisdiction shall have the power to enforce this condition precedent to arbitration, including the power to enjoin the filing or prosecution of arbitration and the assessment and collection of arbitration fees. If the sufficiency of a Notice or compliance with this informal dispute resolution process is at issue and a party elects to have that issue decided by a court, then any arbitration shall be automatically stayed pending resolution of that issue. Nothing in this paragraph limits the right of a party to seek

damages for non-compliance with this mandatory informal process in arbitration. You or BNP Media may commence arbitration if the Dispute is not resolved through this process.

Arbitration Procedures.

You and BNP Media acknowledge that this section of the Agreement affects interstate commerce and that the Federal Arbitration Act (“FAA”) and federal arbitration law (and not state arbitration law) apply (despite any other choice of law provision).

Arbitration under these Terms and Conditions shall be administered by the American Arbitration Association (the “AAA”) in accordance with the then-current AAA Consumer Arbitration Rules (including applicable AAA Supplementary Rules), which are available at <https://www.adr.org/Rules> or by calling 1-800-778-7879, as modified by these Terms and Conditions. You and BNP Media understand that the AAA’s administrative determination that this arbitration provision comports with the Consumer Due Process Protocols is final and that neither a court nor an arbitrator has the authority to revisit it. If the AAA is unavailable or unwilling to administer the arbitration consistent with these Terms and Conditions, the Parties shall agree on an administrator that will do so. If the Parties cannot agree, they shall jointly petition a court of competent jurisdiction to appoint an administrator that shall do so. The applicable AAA rules will govern the payment of AAA fees unless applicable law requires a different allocation of fees in order for this arbitration provision to be enforceable. If you are unable to pay your share of the AAA fees, we will consider a request to reimburse them so long as your claim is not held by an arbitrator to be frivolous or brought for an improper purpose. You and BNP Media agree that the Parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or BNP Media may elect to negotiate with the AAA regarding arbitration fees, and you and we agree to work together in good faith to ensure that arbitration remains cost-effective for all parties. The arbitration demand must be signed by either (a) the claimant if the claimant is unrepresented, or (b) the claimant’s attorney if the claimant is represented. By signing the arbitration demand, the claimant, or the claimant’s attorney certifies to the best of their information, knowledge, and belief, formed after a reasonable inquiry under the circumstances that: (a) the arbitration demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of arbitration; (b) the claims or other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (c) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after reasonable opportunity for further investigation or discovery. The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all Parties and counsel.

The Parties agree that the arbitrator may award the same relief available in court provided that such relief (including declaratory or injunctive relief) shall only be in favor of the individual Party seeking relief and only to the extent necessary to provide the relief warranted by that Party’s individual claim. YOU AND BNP MEDIA 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, REPRESENTATIVE,

COLLECTIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ARBITRATION OR IN LITIGATION. FURTHER, UNLESS YOU AND BNP MEDIA AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE ANY PERSON'S OR ENTITY'S CLAIMS WITH THOSE OF ANOTHER PERSON OR ENTITY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. IF AFTER EXHAUSTION OF ALL APPEALS ANY OF THESE PROHIBITIONS ON NON-INDIVIDUALIZED RELIEF; CLASS, REPRESENTATIVE, COLLECTIVE, AND PRIVATE ATTORNEY GENERAL CLAIMS; AND CONSOLIDATION IS FOUND TO BE UNENFORCEABLE AS TO A PARTICULAR CLAIM OR WITH RESPECT TO A PARTICULAR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR INJUNCTIVE RELIEF), THEN THE PARTIES AGREE THAT SUCH A CLAIM OR REQUEST FOR RELIEF SHALL BE DECIDED BY A COURT AFTER ALL OTHER CLAIMS AND REQUESTS FOR RELIEF ARE ARBITRATED.

The arbitration will be conducted before a sole neutral arbitrator who shall be located at or near the location where the arbitration will take place. Any in-person hearing will be conducted in metropolitan Detroit, Michigan. The arbitration will be conducted in English. You may choose to have the arbitration conducted by a phone, telephonic, or video hearing, or solely through written submissions, except that any Dispute seeking \$25,000 or more or injunctive relief shall have an in-person or video hearing unless the parties agree otherwise. You and BNP Media reserve the right to request a hearing in any matter from the arbitrator. You and a BNP Media representative shall appear at any hearing (with counsel if represented). Any facts, evidence, documents, or testimony introduced or produced in an arbitration proceeding may be used only in that proceeding and may not be disclosed, introduced, or used in another arbitration proceeding even if it involves the same or similar claims. The Parties agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Parties also agree that the arbitrator will not be bound by rulings in any prior arbitrations not involving the same parties, even if they involved the same or similar claims.

The arbitrator may not award relief to anyone who is not a party to the proceeding. The award of the arbitrator may require payment of the costs, fees, and/or expenses incurred by the prevailing party consistent with applicable law and the applicable AAA rules. The provisions of Fed. R. Civ. P. 68 shall be applied by the arbitrator after entry of an award. The arbitrator shall be bound by these Terms and Conditions as a court would and shall issue a reasoned, detailed decision explaining the essential findings and conclusions on which the award is based. The arbitration award shall be binding only as to the parties and shall have no preclusive effect in any other arbitration or proceeding to which you are not a named party. Judgment on any arbitration award may be entered in a court of competent jurisdiction, except that an award that has been satisfied may not be entered.

a) Additional Procedures for Mass Arbitration Filings.

If twenty-five (25) or more claimants (including you) submit Notices or seek to initiate arbitrations raising similar claims against BNP Media and are represented by the same or coordinated counsel or are otherwise coordinated (a “Mass Arbitration”), you agree that these additional procedures shall apply. The Parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated through arbitration, and conserve the Parties’ and the AAA’s resources. If you elect to bring your Dispute as part of a Mass Arbitration, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your Dispute is first submitted to the AAA until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

i. Stage One.

If at least 50 Disputes are submitted as part of the Mass Arbitration, counsel for the claimants and counsel for BNP Media shall each select 25 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the Parties (and if there are fewer than 50 Disputes, all shall proceed individually as part of Stage One). Each of the 50 (or fewer) cases shall be assigned to a different arbitrator and proceed individually. If a case is withdrawn before the issuance of an award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this initial set of staged proceedings, counsel for the parties shall participate in a global mediation session with a retired state or federal court judge jointly selected by counsel in an effort to resolve all remaining Disputes.

ii. Stage Two.

If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for BNP Media shall each select 50 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of this second staged process. The number of Disputes to be selected to proceed in Stage Two can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually as part of Stage Two). Each of the 100 (or fewer) cases shall be assigned to a different arbitrator unless counsel for the Parties agree otherwise and shall proceed individually. If a case is withdrawn before the issuance of an award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, counsel for the Parties shall participate in a second global mediation session with a retired state or federal court judge jointly selected by counsel in an effort to resolve all remaining Disputes.

Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of these Terms and Conditions.

Notwithstanding the foregoing, counsel for the Parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process. A court of competent jurisdiction shall have the authority to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees.

This “Additional Procedures for Mass Arbitration Filings” provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Mass Arbitration Filings apply to your Dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall proceed in a court of competent jurisdiction consistent with the remainder of these Terms and Conditions.

b) Future Changes to Arbitration Agreement.

If we make any future changes to this arbitration agreement (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice to the following address by certified mail within 30 days of the change: BNP Media, Attn: Legal Notice, BNP Media 550 W Merrill St Suite 200 Birmingham, MI 48009. Such written notice does not constitute an opt out of arbitration altogether. By rejecting a future change, you are agreeing that you will arbitrate any Dispute as between you and BNP Media in accordance with this version of the arbitration agreement.

c) Class Action Waiver and Jury Trial Waiver.

You and BNP Media each agree that any proceeding, whether in arbitration or litigation in court, will be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. You and we agree to waive any right to bring or to participate in such an action in arbitration or in court to the fullest extent permitted by applicable law. Notwithstanding the foregoing, the Parties retain the right to participate in a class-wide settlement. To the fullest extent permitted by law, you and BNP Media waive the right to a jury trial.

Limited License.

Subject to these recently updated Terms and Conditions of use, we grant to you a non-exclusive, non-transferable, limited right to access the sites and the materials thereon. You may use the sites for informational purposes and in connection with the purchase of products or services from us.

No Interruption.

You agree not to interrupt or attempt to interrupt the operation of any site in any way.

Use of Materials.

We authorize you to view and download materials from the sites only for your use in connection with the purchase or evaluation of our products and services or in the exercise of any membership rights described in a site. This authorization is not a transfer of any rights in the materials other than those expressly granted. Any copies you make of the materials (including by printing or by retaining electronic copies) are subject to the following restrictions.

- (1) You may not remove, or disassociate, from any of the materials any copyright or other proprietary notices contained in the materials;
- (2) You may not modify, reproduce, display, perform, distribute, prepare derivative works from, or otherwise use the materials for any purpose not expressly permitted by these recently updated Terms and Conditions of use; and
- (3) You may not transfer the materials to any other person.

Information Posted on the Site.

Except as expressly requested in a site, you should not provide to us any information that you do not want published on a site or presented to other users of a site. To the extent that you provide to us any information by posting it on the site or submitting to us any information for posting on the site (including text, graphic materials, audio, or any other materials):

- (1) You represent and warrant to us and to all others that access any site that you own, or possess sufficient rights in, all such information and all such parties may regard such information as publicly disclosable and, in any case, not your confidential information;
- (2) You represent and warrant that you have the authority to grant to us the right to use the likeness of any person appearing in any graphic material in the commercial promotion of our products and/or services and you grant to us that right;
- (3) You grant to us an exclusive, irrevocable, worldwide, fully-paid, royalty-free license to use, reproduce, display, publicly perform, prepare derivative works from, transmit and distribute such information as we see fit;
- (4) You grant to us the right to sue or to otherwise enforce all intellectual property rights in such materials (including the right to sue for past infringement) including, without limitation any user of a site or other person who copies, replicates, duplicates, or windows any such materials; and
- (5) We are free to use any ideas, concepts or know-how contained in such information without any compensation or remuneration to you.

Misuse of the Sites.

You may not make any statements on, or provide or post any information to, a site that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that, without due authorization, incorporates the proprietary material of another.

Disclaimer of Warranties.

THE SITES AND ALL MATERIALS AVAILABLE ON OR THROUGH THEM ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER. WE FURTHER DISCLAIM ALL IMPLIED WARRANTIES AS TO INFRINGEMENT OR MISAPPROPRIATION, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Revisions to Terms and Conditions of Use.

We reserve the right, at our sole discretion and without any notice, to change, modify, add, or remove any portion of these Terms and Conditions at any time. Changes in these terms and conditions will be effective when the revised terms and conditions are posted. Your use or continued use of any site after any changes to these terms and conditions are posted will be considered acceptance of those changes. READ THESE TERMS AND CONDITIONS AND THE RELATED PRIVACY INFORMATION EVERY TIME YOU ACCESS ANY SITE TO MAKE SURE THAT YOU CONTINUE TO AGREE TO THEIR TERMS AND CONDITIONS.

Changes to the Site.

We may terminate, change, suspend, or discontinue any aspect of any site, including the availability of any features of any site, at any time. We may also impose limits on certain features and services or restrict your access to parts or a site or one or more entire sites without notice or liability. We may terminate the authorization, rights, and license given above and, upon such termination, you will immediately destroy all materials that you obtained from or through the site and that are in your possession or control. Upon cancellation, we may delete all of your information and content. We will have no liability for such deleted information or content. We may, in our sole discretion, deactivate your registration to any site for any reason or no reason, including violations of these terms and conditions of use or lack of use, and delete any of your information or content.

International Users.

The site is controlled, operated and administered by us or our agents from offices within the United States of America utilizing servers located in the United States of America. We make no representation that materials at this site are appropriate or available for transmission to or from, or use in, locations outside of the jurisdiction(s) stated above and accessing any site from any jurisdiction where such site's contents are illegal is prohibited. You may not use the site or export the materials in violation of import or export laws and regulations. If you access a site from a location outside of the United States, you are responsible for compliance with all local laws.

Choice of Law, Jurisdiction, and Venue.

The laws of the State of Michigan and the federal laws of the United States (without regard for choice of law rules) govern these Terms and Conditions of use, our Privacy Policy, and performance under them. Any suit or other action arising out of, or in any way connected with,

your use of any site may be brought only in the courts of the State of Michigan sitting in Oakland County, Michigan, or in the United States District Court for the Eastern District of Michigan. You irrevocably consent to the jurisdiction and venue of such courts.

Limitation of Actions.

You must commence any suit or other action in connection with your use of any site within one year after events giving rise to the claim or cause of action occur.

Partial Invalidity.

If, for any reason, a court of competent jurisdiction finds any provision of these Terms and Conditions of use or our Privacy Policy, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions of use and the Privacy Policy, and the remainder of these Terms and Conditions of use and the Privacy Policy shall continue in full force and effect.

Responsibility for Username and Password.

A user name and password may be required to access certain content with the sites. Until you notify us otherwise and we have had a commercially reasonable time to respond to your notice, we may, and will, assume that every transaction entered into, every authorization received, and every act or omission undertaken using your username and password are fully authorized by you. Except to the extent that your password or account are compromised by our gross negligence, you are entirely and absolutely responsible for all activity performed using your username and password. KEEP YOUR PASSWORD CONFIDENTIAL. DO NOT WRITE IT DOWN. CHANGE IT OFTEN. DO NOT USE COMMON WORDS OR NAMES OF PETS, FAMILY MEMBERS CELEBRITIES, OR OTHER WORDS THAT ARE EASILY GUESSED.

Other Provisions.

Certain areas and features of sites contain terms and conditions specific to those areas and features. Such terms and conditions are in addition to these terms and conditions and prevail over these terms and conditions and our Privacy Policy only to the extent it is not possible to construe these Terms and Conditions or the Privacy Policy consistently with such other terms and conditions. You also may be subject to additional terms and conditions that may apply when you use third-party content or third-party software.

Warning regarding Other Users of Sites.

WE DO NOT INVESTIGATE OR VET ANY USERS OF ANY SITE. YOU SHOULD NOT ASSUME THAT ANY INFORMATION YOU RECEIVE THROUGH THIS SITE FROM ANY OTHER PERSON IS TRUE, ACCURATE, OR VERIFIED BY ANYONE. YOU USE THE SITES AT YOUR OWN RISK. WE ARE NOT, AND WILL NOT BE, LIABLE TO YOU FOR ANY DAMAGES, COSTS, SUITS, ACTIONS, LOSSES, OR ANY OTHER HARM THAT RESULTS FROM YOUR USE OF ANY INFORMATION PROVIDED BY OR THROUGH THIS SITE OR RESULTING FROM ANY ACT OR OMISSION OF ANY OTHER PERSON, WHETHER A USER OF A SITE OR OTHERWISE.

Indemnity.

You agree to indemnify and hold us and our parents, subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, employees and shareholders, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your content, your use of the sites, your connection to a site, your violation of these terms and conditions, or the infringement or violation by you of any intellectual property or other rights of any person or entity, whether you are a registered user or not. You are solely responsible for your actions when using the sites, including, but not limited to, costs incurred for Internet access.

Limitation of Liability.

Without affecting any other limitation of liability contained in these Terms and Conditions of use or otherwise:

- (a) IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF ANY SITE OR ANY SERVICE RELATED THERETO, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF ANY SITE OR SERVICE RELATED THERETO OR PERSONS INTRODUCED TO YOU THROUGH ANY SITE OR SERVICE RELATED THERETO; and
- (b) IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE ANY SITE OR ANY SERVICE RELATED THERETO, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF WE KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL OUR AGGREGATE LIABILITY, ON ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, EXCEED THE PRICE PAID BY YOU TO US.

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