

TERMS OF USE

Welcome to www.bingeable.net! We can be reached by e-mail as follows:

info@bingeable.net for general site issues, spam or other similar issues or problems, for Digital Millennium Copyright Act, law enforcement issues or privacy related issues.

INTRODUCTION

Please read this End User Agreement (the "**Agreement**") carefully before using www.bingeable.net, or any websites and any online services, software or apps provided by **Bingeable Network LLC**. ("**BINGEABLE**") or its family of parent, affiliated and subsidiary companies (each, an "**Affiliate**"), including any connected mobile application or version thereof (collectively the "**Site**"). By visiting or otherwise using the Site in any manner, you agree to the then posted terms and conditions of the Agreement (collectively "**Terms**"), which may be modified in **BINGEABLE's** discretion from time to time, to be bound by them, and that you have read and understood them. You also acknowledge, agree and consent to **BINGEABLE's** data practices as described in our Privacy Policy included in this document.

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Site, are legally binding, limit **BINGEABLE's** liability to you and require you to indemnify us and to settle certain disputes through arbitration. If you do not wish to be bound by these Terms, do not use the Site and uninstall any downloads and applications in connection with the Site.

1. General.

This Agreement, sets forth the Terms that apply to use of the Site by each end user thereof ("**End User**"). By using the Site (other than to read this Agreement for the first time), End User agrees to comply with all of the Terms hereof. The right to use the Site is personal to End User and is not transferable to any other person or entity. End User shall be responsible for protecting the confidentiality of End User's password(s), if any. End User shall be fully responsible for the use of the Site by any other person it permits to access the Site. **BINGEABLE** shall have the right at any time to change or discontinue any aspect or feature of the Site, including, but not limited to, content, hours of availability, and the equipment and technical specifications needed for access or use.

2. Changed Terms.

BINGEABLE shall have the right at any time to change or modify the Terms applicable to End User's use of the Site, or any part thereof, or to impose new conditions, including, but not limited to, requiring user registration, adding fees and charges for use. It is End User's responsibility to review the posted Terms each time using the Site (at least prior to each transaction or submission). EACH TIME END USER SIGNS IN TO OR OTHERWISE USES THE SITE END USER IS ENTERING INTO A NEW AGREEMENT WITH **BINGEABLE** ON THE THEN APPLICABLE TERMS AND END USER AGREES THAT **BINGEABLE** MAY NOTIFY END USER OF NEW TERMS BY POSTING THEM ON THE SERVICE, VIA ELECTRONIC MAIL, OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH **BINGEABLE** ELECTS, AND THAT END USER'S USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES END USER'S ACCEPTANCE AND GOING FORWARD AGREEMENT TO THE NEW TERMS FOR END USER'S NEW USE AND TRANSACTIONS. Any use of the Site by End User after such notice shall be deemed to constitute acceptance by End User of such changes, modifications or additions. End User can reject any new, revised or additional Terms by discontinuing use of the Site.

3. Equipment.

End User shall be responsible for obtaining and maintaining all equipment needed for access to and use of the Site and all charges related thereto.

4. End User Conduct.

(A) End User shall use the Site for non-commercial, lawful purposes only. End User shall not post or transmit through the Site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law, or which, without BINGEABLE express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by End User that in BINGEABLE discretion restricts or inhibits any other End User from using or enjoying the Site will not be permitted. Without limiting the foregoing, prohibited conduct includes, but is not limited to, (1) distribution of unsolicited chain letters, (2) propagation of computer worms, viruses and other such malicious code, (3) using (directly or indirectly) the Site or its computer network to make unauthorized entry to any other machine accessible via the Site or its computer network and (4) use of the Site to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users of the Site to become users of other on-line services competitive with the Site. Without limiting any other rights or remedies of BINGEABLE, violations of the foregoing may result in removal of violative communications and/or early termination of the End User's access to the Site.

(B) The Site contains copyrighted material, trademarks and other proprietary information that may include, but is not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Site are copyrighted as a collective work under the United States copyright laws. BINGEABLE, as between itself and End User, owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. End User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express permission of BINGEABLE and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. End User acknowledges that it does not acquire any ownership rights by accessing or otherwise using copyrighted material.

(C) End User shall not upload, post or otherwise make available on the Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with End User. End User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of the Site, End User automatically grants, or warrants that the owner of such material has expressly granted BINGEABLE the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, edit and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. End User also permits any other End User to access, view, store or reproduce the material for

that End User's personal use. Please note that BINGEABLE does not want to receive confidential information from any End User and any information received will be deemed NOT to be confidential.

(D) While not currently contemplated, the Site may, at its sole discretion, allow End User to submit certain content including, but not limited to, photos, messages, notes, text, information, music, video, advertisements, listings, or other content (collectively, "User Content") and make available such User Content on the Site. End User understands that, regardless of whether or not such User Content is published or otherwise made available on the Site, BINGEABLE in no way guarantees any confidentiality with respect to any User Content.

End User is solely responsible for any User Content that End User uploads, transmits, shares, publishes or displays (collectively and hereinafter, "Post") on or through the Site, or transmits to or shares with other End Users. End User is and shall be at all times solely responsible for its own User Content and the consequences of Posting such User Content and affirms, represents, and warrants that End User owns, or has the necessary licenses, rights, consents, and permissions to use and authorize BINGEABLE to use, all patent, trademark, trade secret, copyright or any other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in any manner contemplated by BINGEABLE and these Terms of Use. End User may not Post User Content on the Site that End User did not create or that End User does not have permission to Post. End User understands and agrees that BINGEABLE may, but is in no way obligated to, review the Site and/or any User Content and may delete or remove (without notice) any User Content in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of BINGEABLE violates this Agreement, or which might be considered offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. End User is solely responsible, at End User sole cost and expense, for creating any backup copies or replacing any User Content End User Posts on the Site.

In posting User Content to the Site, End User authorizes and directs BINGEABLE to make such copies thereof as it deems necessary in order to facilitate the Posting and storage of the User Content on the Site and End User automatically grants, and End User represents and warrants that End User has the right to grant, to BINGEABLE an irrevocable, perpetual, non-exclusive, transferable, fully paid, royalty-free worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. End User may remove User Content from the Site at any time; however, End User expressly acknowledges that BINGEABLE may retain archived copies of User Content. The Site does not assert any ownership over such User Content; rather, as between BINGEABLE and End User, subject to the rights granted to BINGEABLE in these Terms of Use, End User retains full ownership of all of User Content and any intellectual property rights or other proprietary rights associated with User Content.

End User further agrees that End User will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless End User is the owner of such rights or has permission from their rightful owner to post the material and to grant the Site all of the license rights granted herein. End User understands and agrees that the Site does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and the Site expressly disclaims any and all liability in connection with User Content.

(E) The foregoing provisions of Section 4 are for the benefit of BINGEABLE, BINGEABLE Affiliates and its client companies, third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

1. Third-Party Services; Advertisements; Dealings With Third Parties

(A) The Site may contain third party plug-ins, applications, ads, tools and/or other content, and/or links to third-party websites or other services that are not owned, controlled or operated by BINGEABLE, including services operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with BINGEABLE (collectively, "Third-Party Services"). BINGEABLE may also host its content, apps, and tools on Third-Party Services. BINGEABLE has no control over the content, operations, policies, terms, or other elements of Third-Party Services, and does not assume any obligation to review them. BINGEABLE does not necessarily review, endorse, approve, or sponsor any Third-Party Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, BINGEABLE is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third-Party Services. BINGEABLE WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR SPECIAL LOSS, OR OTHER DAMAGE, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, DEFAMATION, INFRINGEMENT OF COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS, CAUSED BY THE EXHIBITION, DISTRIBUTION, OR EXPLOITATION OF ANY INFORMATION OR CONTENT CONTAINED WITHIN THESE THIRD-PARTY SERVICES. Any activities End User engages in connection with Third-Party Services are subject to that Third-Party Services' privacy policy and terms of use which End User should read before engaging in such activities.

(B) Any interactions, correspondence, transactions, or dealings End User has with any third parties found on or through the Site (including on or via Third-Party Services or advertisements) are solely between End User and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). BINGEABLE disclaims all liability in connection therewith.

1. Disclaimer of Warranty; Limitation of Liability

(A) END USER EXPRESSLY AGREES THAT USE OF THE SITE IS AT END USER'S SOLE RISK. NEITHER BINGEABLE, BINGEABLE AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CLIENT COMPANIES, THIRD PARTY CONTENT PROVIDERS OR LICENSORS (COLLECTIVELY, THE "BINGEABLE PARTIES") WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SITE.

(B) THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

(C) THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR

UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. END USER SPECIFICALLY ACKNOWLEDGES THAT BINGEABLE IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH END USER. END USER SPECIFICALLY ACKNOWLEDGES THAT BINGEABLE SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH END USER.

(D) IN NO EVENT WILL BINGEABLE, THE BINGEABLE PARTIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SITE OR THE SITE SOFTWARE, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE. END USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SITE.

(E) IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, BINGEABLE, NOR THE BINGEABLE PARTIES SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE SITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE END USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES AND THE AGGREGATE, TOTAL LIABILITY OF THE BINGEABLE PARTIES TO ANY END USER FOR ALL DAMAGES, INJURY, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SITE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE GREATER OF: (A) THE AMOUNT, IF ANY, PAID BY THE END USER IN CONNECTION WITH THE END USER'S USE OF THE SITE AND RETAINED BY BINGEABLE OR (B) ONE HUNDRED DOLLARS (\$100).

(F) SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITY OR WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO END USER. IN SUCH JURISDICTIONS, BINGEABLE'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

1. Monitoring.

BINGEABLE shall have the right, but not the obligation, to monitor the content of the Site to determine compliance with this Agreement and any operating rules established by BINGEABLE and to satisfy any law, regulation or authorized government request. Without limiting the foregoing, BINGEABLE shall have the right to remove any material that BINGEABLE, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

2. Indemnification.

End User agrees to hereby defend (if requested by BINGEABLE), indemnify, and hold the BINGEABLE PARTIES harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any of the BINGEABLE PARTIES, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) End User's

use of the Site and End User's activities in connection with the Site; (ii) End User breach or alleged breach of any Terms of this Agreement; (iii) End User's violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with End User's use of the Site or End User's activities in connection with the Site; (iv) information or material transmitted through End User's devices or equipment, even if not submitted by End User, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (v) any misrepresentation made by End User; and (vii) BINGEABLE PARTIES' use of the information that End User submits to BINGEABLE (all of the foregoing, "Claims and Losses"). End User will cooperate as fully required by BINGEABLE PARTIES in the defense of any Claim and Losses. Notwithstanding the foregoing, BINGEABLE PARTIES retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. BINGEABLE PARTIES reserve the right to assume the exclusive defense and control of any Claims and Losses. End User will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a BINGEABLE PARTIES.

3. Termination.

Either BINGEABLE or End User may terminate this Agreement at any time, provided that the provisions of these Terms, which by their nature should survive your suspension or termination will survive, including but not limited to the rights and licenses you grant to BINGEABLE in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration. Without limiting the foregoing, BINGEABLE shall have the right to immediately terminate any passwords or accounts of End User in the event of any conduct by End User which BINGEABLE, in its sole discretion, considers to be unacceptable, or in the event of any breach by End User of this Agreement.

4. Trademarks.

Trademarks appearing on the Site are the property of BINGEABLE, BINGEABLE Affiliates, or their respective owners.

5. Third Party Content on Site.

BINGEABLE is a distributor (and not a publisher) of content supplied by third parties and End Users. Accordingly, BINGEABLE has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, End Users or any other user of the Site, are those of the respective author(s) or distributor(s) and not of BINGEABLE. Neither BINGEABLE nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Section 6 above for the complete provisions governing limitation of liabilities and disclaimers of warranty.) In many instances, the content available through the Site represents the opinions and judgments of the respective information provider, End User, or other user not under contract with BINGEABLE. BINGEABLE and the BINGEABLE PARTIES neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement made on the Site. Under no circumstances will BINGEABLE or the BINGEABLE PARTIES be liable for any loss or damage caused by an End User's reliance on information obtained through the Site. It is the responsibility of End User to evaluate the accuracy,

completeness or usefulness of any information, opinion, advice or other content available through the Site.

6. Miscellaneous.

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Site, including, but not limited to, any supplemental terms governing the use of certain specific material contained in the Site and any operating rules for the Site established by BINGEABLE) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. BINGEABLE may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by End User, and End User may not delegate its duties under them, without the prior written consent of an officer of BINGEABLE.

7. Privacy Policy.

BINGEABLE knows that the privacy of End User's personal information is important to End User. Therefore, BINGEABLE has established a Privacy Policy governing the use of this information, which is part of this Agreement. In using the Site, End User warrants that End User acknowledges, understands and accepts BINGEABLE Privacy Policy.

8. Disputes and Dispute Resolution

(A) Forum Selection/Jurisdiction. Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Site, the User Content, or this Agreement, whether before the Effective Date of these Terms or after arising (collectively, "Dispute") shall be in Los Angeles, California. Each party submits to personal jurisdiction and venue in Los Angeles, California for any and all purposes.

(B) Pre-Arbitration Notification. BINGEABLE and End User agree that it would be advantageous to discuss and hopefully resolve any Disputes before formal proceedings are initiated; provided, however, that BINGEABLE need not do so in circumstances where its claims of intellectual property rights are concerned ("IP Disputes," with all other disputes referred to as "General Disputes"). The party making a claim – whether End User or BINGEABLE – shall send a letter to the other side briefly summarizing the claim and the request for relief. If BINGEABLE making a claim, the letter shall be sent, via email, to the email address listed in End User's account, if applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under this Section 14.B. If you are making a claim, the letter shall be sent to BINGEABLE c/o Singh, Singh & Trauben, LLP, 400 S. Beverly Drive, Suite 240, Beverly Hills, CA 90212, Attn: General Counsel -- Claims. If the Dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate arbitration proceedings as set forth in this Section 14. Either End User or BINGEABLE, however, may seek provisional remedies (such as preliminary injunctive relief, subject to Section 14.D) before the expiration of this sixty (60)-day period.

(C) Arbitration of Claims. All actions or proceedings arising in connection with, touching upon or relating to this Agreement, the breach thereof and/or the scope of the provisions of this Section shall be submitted to JAMS for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less, to be held in Los Angeles County, California, before a single arbitrator in accordance with California Code of Civil Procedure §§ 1280 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its and its affiliates' lawyers, insurance providers, auditors and other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief (subject to the provisions of the Agreement waiving or limiting that relief) in a court of competent jurisdiction in Los Angeles County, California or, if sought by BINGEABLE, such other court that may have jurisdiction over End User, without thereby waiving its right to arbitration of the dispute or controversy under this Section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator's decision to fully comply with such decision, after which the prevailing party may enforce such decision by a petition to the Los Angeles County Superior Court or, in the case of End User, such other court having jurisdiction over End User, which may be made ex parte, for confirmation and enforcement of the award.

(D) Limitation on Injunctive Relief. AS PERMITTED BY APPLICABLE LAW IF END USER CLAIMS THAT END USER HAS INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH END USER'S USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE END USER TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH END USER'S CLAIM, END USER AGREES THAT END USER WILL NOT SEEK, AND THAT END USER WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY BINGEABLE PARTY (INCLUDING BUT NOT LIMITED TO USER CONTENT) OR A LICENSOR OF ANY BINGEABLE PARTY. Without limiting the generality of the forgoing, End User hereby irrevocably waives any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition, or other exploitation of any website, applications, motion picture, television or web-series production or project related to BINGEABLE or its Affiliates, or the use, publication or dissemination of any advertising in connection with such production or project.

(E) Governing Law. These Terms and any applicable, Dispute and IP Disputes, and any other claim brought by End User against BINGEABLE or by BINGEABLE against End User pursuant to this Section 14, or otherwise related to the Site, User Content, or other BINGEABLE products or services, will be governed by, construed, and resolved in accordance with, the laws of the State of California, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction. This

Section 14 shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §1, et seq., and not by the law of any state, and is enforceable pursuant to its terms on a self-executing basis. End User and BINGEABLE agree that the parties intend that this Section 14 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 14 can only be amended by mutual agreement. Either party may seek enforcement of this Section 14 in any court of competent jurisdiction. The arbitrator shall determine any and all challenges to the arbitrability of a claim.

(F) Class Action Waiver. Both End User and BINGEABLE waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else. Notwithstanding any provision in the JAMS Comprehensive Arbitration Rules and Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the Disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this Section 14 is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

(G) Jury Waiver. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THIS AGREEMENT, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF. The parties acknowledge that the provisions of this Section 14.G may be currently unenforceable under California law but mutually intend for this Section to apply in the event such provisions later become enforceable under California law.

(H) Limited Time To File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF EITHER PARTY WANTS TO ASSERT A GENERAL DISPUTE (BUT NOT AN IP DISPUTE) AGAINST THE OTHER, THEN END USER OR BINGEABLE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 14.B) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

(I) Small Claims Matters. Notwithstanding the foregoing, either of us may bring qualifying claim of General Dispute (but not IP Disputes) in small claims court, subject to Section 14.F.

(J) The provisions of this Section shall supersede any inconsistent provisions of any prior agreement between the parties. This Section 14 shall remain in full force and effect notwithstanding any termination of your use of the Service or these Terms.

1. Ability to Accept Term

Children under the age of 13 are not permitted to register with the Site. It is BINGEABLE policy not to collect any information from anyone under the age of 13.

End User warrants that End User is either more than 18 years or age or has consent of his or her parent or legal guardian such that End User is legally able to agree to be bound by the Terms. In any event, End User warrants that he or she is over the age of 13, as the Site is not intended for children under 13. **If you are under 13 years of age, do not use or access the BINGEABLE Site at any time or in any manner—**

there are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

2. DMCA Notice.

(A) BINGEABLE owns, protects and enforces copyrights in its own creative material and respects the copyrighted properties of others. Materials may be made available on or via the Site by third parties not within the control of BINGEABLE. It is BINGEABLE policy not to permit materials known by us to be infringing to remain on this Site. If End User is a copyright owner or an agent thereof and believes that any User Content, or other content, infringes upon End User's copyrights, End User may submit a notification pursuant to the Digital Millennium Copyright Act of 1998, as amended (the "DMCA") by providing BINGEABLE with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (i) the 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 that site; (iii) identification of the User Content, or other content, 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 the service provider to locate the material; (iv) information reasonably sufficient to permit the service provider to contact End User, such as an address, telephone number, and, if available, an electronic mail address; (v) a statement that you have a good faith belief that use of the User Content, or other content, in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that End User is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Pursuant to the DMCA 17 U.S.C. 512 (c), BINGEABLE has designated the General Counsel of BINGEABLE as its agent ("Agent") for notification of claims of copyright infringement with respect to information residing, at the direction of a user, on the Site. The Agent contact information is: The BINGEABLE CORPORATION c/o Singh, Singh & Trauben, LLP, 400 S. Beverly Drive, Suite 240, Beverly Hills, CA 90212, General Counsel, email: info@singhtraubenlaw.com.

For purposes of clarification, solely DMCA notices should go to the Agent; all other feedback, comments, requests for technical support, and other communications should be directed as set forth at the beginning of this Agreement. End User expressly acknowledges that if End User fails to comply with all of the requirements of this Section 15, End User's DMCA notice may not be valid.

(B) If End User believes that End User's User Content, or other content, that has been removed (or to which access was disabled) is not infringing, or that End User has authorization from the actual copyright owner, the copyright owner's agent, or pursuant to law, to submit, post and make use of such User Content, or other content, End User may send a counter-notice containing the following information to the Agent: (i) End User's physical or electronic signature; (ii) identification of the User Content, or other content, that has been removed or to which access has been disabled and the location at which the User Content, or other content appeared on the Site prior to the point at which such User Content, or other content, was removed or disabled; (iii) a statement that End User has a good faith belief that the User Content, or other content, was removed or disabled as a result of mistake or a misidentification of the User Content, or other content; and (iv) End User's name, address, telephone number, and, if available, an electronic mail address, a statement that End User consents to the jurisdiction of the federal court in

Los Angeles County, California, and a statement that End User will accept service of process from the party that provided notification of the alleged infringement.

If a counter-notice is received by the Agent, the Site may send a copy of such counter-notice to the original complaining party informing such party that it may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Site's sole discretion.

(C) The Site suggests that you consult your legal advisor before filing a notice or counter-notice. Please also be aware that there can be penalties for false claims under the DMCA.

(D) Independent Entertainment Channel (IECs).

Bingeable-powered IECs enable individuals to promote and sell rentals of entertainment content directly to their followers and friends online through a distinct URL, their CHANNEL. In consideration of the "Channel Owners" efforts, Bingeable and the licensors agree to pay a standard commission rate of 20% per each rental purchased through their IEC.

1. Commission Payments

Commission payments are processed and delivered through Digital Disbursements, Inc. (DD), a Western Alliance/BMO Commercial Bank Company. By setting up an IEC, providing your payment information and selecting your form of payment, which varies per country of residence, the Channel Owner agrees to allow DD to perform authentication processes for banking compliance such as a Know Your Customer (KYC) or Office of Foreign Asset Control (OFAC) checks to verify your identity and confirm DD's ability to legally issue payments to the user.

In the event the Licensor of the content or Bingeable choose to offer a different commission rate, the user may be informed either by written notice or within the channel sign up process. Users may confirm their commission rate within their Channel Dashboard or by contacting us at info@bingeable.net.