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You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, AAFCA reserves the right to release your details to law enforcement and system administrators at other websites in order to assist them in resolving security incidents. AAFCA reserves the right to investigate suspected violations of these Terms of Use.

AAFCA reserves the right to fully cooperate with any law enforcement authorities, subpoena, investigations, or court order requesting or directing AAFCA to disclose the identity of anyone using the Services or information regarding the use of the Services. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS AAFCA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY AAFCA DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER AAFCA OR LAW ENFORCEMENT AUTHORITIES, OR AAFCA'S COOPERATION WITH COURT ORDERS OR SUBPOENAS TO THE FULL EXTENT SUCH WAIVER IS ALLOWED BY LAW.

14. CHOICE OF LAW, ARBITRATION AND MEDIATION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of California, excluding choice of law principles of such State that would require the application of the laws of a jurisdiction other than California. By using the Website, you agree that any and all disputes or controversies arising under this Agreement or any of its terms, including, without limitation, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this Agreement, or any provision thereof, or the determination of the scope or applicability of this Agreement to arbitrate, shall be resolved by binding confidential arbitration at the Los Angeles office of JAMS, or its successor ("JAMS") in accordance with the following procedure: either (i) the parties shall mutually select a neutral arbitrator or (ii) if the parties cannot agree on such arbitrator, AAFCA on the one hand, and User, on the other hand, shall each select one neutral arbitrator and those two arbitrators shall then select a third neutral arbitrator to solely preside over the proceedings. Unless both AAFCA and you agree otherwise, the neutral arbitrator will be a former or retired judge or justice of any California state or federal court with substantial experience in matters involving the entertainment industry. All arbitration proceedings shall be conducted under either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) arbitration rules and procedures, except as modified herein, in effect at the time the request for arbitration is made (the "Arbitration Rules"). The Arbitration Rules are for review at [ADR Clauses, Rules, and Procedures | JAMS Mediation, Arbitration, ADR Services \(jamsadr.com\)](https://www.jamsadr.com/ADR-Clauses-Rules-and-Procedures). By using the Website, you acknowledge that you have had the opportunity to review the Arbitration Rules, and further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of any

proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator, the arbitrator's staff, the parties' attorneys and their staff, and any experts retained by the parties. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. Judgment on an award rendered by an arbitrator may be entered in any state or federal court within or without the State of California.

BY USING THIS WEBSITE, YOU UNDERSTAND THAT EXCEPT AS SET FORTH IN THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO HAVE ANY DISPUTE BETWEEN AAFCA AND YOU RESOLVED IN A COURT OF LAW AND YOU AGREE THAT THE ARBITRATOR'S RULING IN THE ARBITRATION SHALL BE FINAL AND BINDING AND NOT SUBJECT TO APPEAL OR CHALLENGE.

Notwithstanding the foregoing, in lieu of or addition to any other remedies available to AAFCA, AAFCA may seek injunctive or other relief, including without limitation a suit for money damages, in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of AAFCA's or any third party's intellectual property or proprietary rights. You hereby irrevocably consent to non-exclusive jurisdiction and venue of the State and Federal courts of the State of California with respect to any such injunctive or other relief. You further acknowledge that AAFCA's rights in its intellectual property including without limitation its Confidential Information are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

15. MISCELLANEOUS

If any part of this Agreement is unlawful, void, or unenforceable, that part shall be modified by a court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and if not so modifiable, that part will be deemed severable, and will not affect the validity and enforceability of any remaining provisions.

AAFCA may assign or otherwise convey any of its rights and obligations under this Agreement, but you may not. All of the terms and conditions of this Agreement shall inure and be binding upon any party's permitted successors and assigns.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and AAFCA as a result of this agreement or use of AAFCA's Website, or any Submission.

This Agreement constitutes the entire agreement among the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and AAFCA with respect to AAFCA's Websites.

Notwithstanding the foregoing, any additional terms and conditions on this Website will govern the items to which they pertain.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

The failure by AAFCA at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default us will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

This Agreement may contain typographical errors or other errors or inaccuracies and may not be correct or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update this Agreement at any time without prior notice. We do not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

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Last Modified: October 27, 2021