

## XTRIBE TERMS AND CONDITIONS OF USE

This Agreement ("Agreement") governs your relationship with XTRIBE USA CORP. ("XTRIBE") and its Service (as herein after defined). References herein to the XTRIBE website (the "Website") or the XTRIBE mobile application (the "App") include any and all websites or mobile applications now, or hereafter, owned or operated by XTRIBE. The services provided by XTRIBE by way of the App or Website shall be collectively referred to herein as the "Service".

### A. **XTRIBE'S SERVICES**

XTRIBE provides a platform by way of the App or Website for its users to request the location of certain products or services within a certain geographic location. By paying for a monthly subscription (as described in detail below) you will be placed in XTRIBE's database which will allow users to locate the products or services you offer within their geographic location via the App or the Website. The information XTRIBE provides about you to users of the Service will be based on the information you submit during the Company Profile Submission (which you may amend from time to time) and Ratings & Reviews, and may be amended by XTRIBE from time to time. XTRIBE does not guarantee to provide any sales to you by way of its users, nor does it make any guarantees, representations or warranties regarding a user's level of interest, their desire to purchase a product, pay for the services requested, or the accuracy of the information provided by the users. XTRIBE is not involved in, nor does it have any responsibility for any purchases made or services used by a user, their creditworthiness, or any payments to you or any disputes they may have with you or you may have with them. XTRIBE is free to contract with other Product Vendors (such as yourself or your Company) as this is not an exclusive contract. You are solely responsible for all content provided by you that appears on XTRIBE's Website or App.

### B. **YOUR SUBSCRIPTION**

When you purchase the subscription, you will be asked to fill out a Company Profile, in which you will list the product(s) and/or service(s) you are offering. Such information will appear on XTRIBE's directory and will be provided to users if their search criteria matches the product or service information you submitted in the Company Profile. Your business listing may appear in the reviews section of the XTRIBE Website or App, in response to requests from users for products or services in the categories that you have indicated to us that you provide or perform, in geographic locations where

you have told us you have products for purchase or where you perform services. XTRIBE does not make any representations or warranties regarding how often your Company/business (including any ratings or reviews) will appear or be viewed, or where or on what your listing will appear. You will also have the ability to solicit and collect ratings and reviews from any of your customers, which may or may not be displayed in the App or on the Website, in XTRIBE's sole discretion. In addition, the telephone number displayed with your listing shall be your actual telephone number that you provide to XTRIBE. XTRIBE does not charge a fee for its users to access the information provided by you or other Product Vendors on the App or Website. XTRIBE does not collect any portion of proceeds for the goods or services you sell or provide by way of the App or Website. You are solely responsible for all content provided by you that appears on XTRIBE's Website or App.

### **C. YOUR PART IN THIS AGREEMENT**

You agree to all terms and conditions of this Agreement and represent, on behalf of you, your company (including any predecessor entities of your company), employees, and any individuals performing work on your behalf, at the time you become a XTRIBE customer or member, and thereafter while this Agreement remains in effect, as follows:

1. Membership in the XTRIBE network is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. By applying to join XTRIBE, you represent and warrant that you are eligible.
2. You are qualified and capable of providing the products or services you selected or provided in your Company Profile submission, and any subsequent amendments you make to your Company Profile.
3. You are, and at all times will be, properly and fully licensed, bonded and insured (at levels in accordance with applicable industry standards) under all applicable laws and trade regulations (and upon request will produce documentation to verify this), and further, that you have not been turned down for insurance coverage related to your provision of products or services related to the XTRIBE Service. You will notify us promptly of any such changes to your licensing, bonding or insured status.

4. You will comply with the XTRIBE membership requirements as specified from time to time. If these requirements are amended, you will be advised and provided the opportunity for a reasonable period of time as designated by XTRIBE to comply with any changes.
5. You hereby represent that you, any predecessor entities of your company, any other majority shareholders, partners or members, and your company, are free from any (i) bankruptcies, civil legal judgments within the last 3 years, and (ii) felony criminal convictions, OR you have provided XTRIBE with an accurate and truthful written statement detailing any exceptions. If at any time during your membership with XTRIBE you, any predecessor entities of your company, any other majority shareholders, partners or members or your company, should file for bankruptcy or be involved in bankruptcy proceedings, have a civil legal judgment entered against such party or a felony conviction entered against such party, you will promptly notify XTRIBE. You further represent that you have not been sanctioned or penalized by any governmental authorities in connection with your provision of goods or services to any of your customers. You authorize XTRIBE to verify that all of the above representations are truthful and accurate at any time while this Agreement remains in effect.
6. The price quotes you provide on the XTRIBE App or Website are provided for informational purposes only. A user cannot purchase goods or services from you via the XTRIBE Website or App. In the event a user visits your website or your store in response to a price quote that appears on the XTRIBE listing, contact is merely an indication of the user's interest in the good or service you are willing to provide.
7. If you provide written comments or testimonials about our service or activities, you agree that we shall have sole ownership of any and all intellectual property rights in such comments or testimonials, and that we may post and publish your comments or portions thereof at our sole discretion on the Website, App, or in marketing materials including your name and company or agency, and that you shall not be entitled to any payments associated with XTRIBE's use of the foregoing.

8. You hereby authorize XTRIBE to use your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names and logos, content including photographs, in the form or format that you supply to us or that you upload to the Website or App, for use and posting on the Website or App and for use in marketing materials to be presented to customers in online postings, via emails or otherwise to help promote you or your services, and that you shall not be entitled to any payments associated with our use of the foregoing.
9. XTRIBE reserves the right, in its sole discretion, to review, reject and remove any content that you upload to the XTRIBE Website, App or your Company Profile. You further represent that you have all necessary rights to display any of the logos, service marks, trademarks, and any other content that you upload to the XTRIBE Website or App, and you represent that your uploading for display of any such content, and the use by XTRIBE of such content as contemplated by this Agreement, shall not violate any third party's intellectual property rights. If there are any limitations or restrictions pertaining to the use or presentation of such logos, trade or service marks, it shall be your responsibility to provide us in writing with any such restrictions or limitations of use. You shall not be authorized to use any XTRIBE marks, unless you are authorized in writing by XTRIBE of same. You are expressly prohibited from registering any trademarks or domain names of XTRIBE.
10. By posting or providing any content on the XTRIBE Website and/or App, including but not limited to photographs ("Content"), you represent and warrant to XTRIBE that you own or have all necessary rights to use the Content, and grant to XTRIBE the rights and License granted below. The forgoing representation includes, but is not limited to a representation and warranty that you have own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide.
11. If you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner.

12. You hereby grant XTRIBE and its users a perpetual, irrevocable, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license (“License”) to use, store, display, reproduce, modify, edit, abridge, crop, create derivative works, perform, distribute, and place advertising near and adjacent to your Content on the XTRIBE Website or App, and on any other websites or mobile applications owned or operated by XTRIBE. Nothing in this Agreement shall restrict other legal rights XTRIBE may have to the Content. XTRIBE reserves the right to remove or modify Content for any reason, including Content that XTRIBE believes violates this Agreement or its policies. You further authorize XTRIBE and our affiliates, licensees, sublicensees, and users, without compensation to you or others, to reproduce, print, publish and disseminate in any format or media (whether now know or hereafter created) the Content, including, if submitted, your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason.
13. In the event your XTRIBE account is terminated, or if you remove any Content from your XTRIBE account, XTRIBE and its users may retain your Content and may continue to use any of your Content (pursuant to the license granted above). You acknowledge and agree that any Content you post or provide may be viewed by the general public and will not be treated as private, proprietary or confidential. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.
14. You acknowledge and agree that all of the content and information posted on the XTRIBE Website, App or directory, including but not limited to Product Vendor company profiles, screening information, and Ratings & Reviews for all XTRIBE members (excluding any logos or trademarked materials, or other intellectual property of Product Vendors provided by Product Vendors), is the sole and exclusive property of XTRIBE. You acknowledge and agree that you have no right to reproduce, post, publish, display or otherwise use any Ratings & Reviews (including those relating to you and your business), or any other content posted on the XTRIBE Website or App, other than content provided directly by you.

You represent and warrant that all of the information you provide to XTRIBE, including any and all information you include on the Company Profile submission and page, is true and accurate. You acknowledge that a violation of any of the foregoing could result in significant damages, and you agree that you are liable to XTRIBE for any such damages, and will indemnify XTRIBE in the event of any third-party claims against XTRIBE based on or arising from your violation of the foregoing. You acknowledge and agree that XTRIBE has the right, in its sole discretion, to contact customers about goods purchased or services you provide to gain their feedback and rating of you, and to display such Ratings and Reviews on the XTRIBE Website or App. XTRIBE is not responsible or liable to you for any comments, ratings or communications of any kind from customers that we choose to post on our Website.

15. You will not engage in any illegal acts or acts of wrongdoing, dishonesty or unethical business practices with XTRIBE, any user, or other third party, including, but not limited to, disclosing any user personal information to any third party.
16. You must be, at all times, in full compliance with all applicable Federal, State, Provincial, local and other laws and regulations that apply to your activities.
17. You hereby represent and warrant that the information provided by you in the Company Profile is and shall at all times be, maintained in an accurate, up-to-date and professional manner, and in compliance with all applicable laws and regulations; You authorize XTRIBE to use, copy, reproduce, and sublicense your contact information, your profile in furtherance of the foregoing.
18. In the event you participate in any promotion whereby XTRIBE promotes an offer or discount related to your services, whether on the XTRIBE Website, via direct mail, or otherwise, you agree to abide by the terms of such offer or discount.
19. By enrolling in the XTRIBE network or otherwise becoming a customer/member of XTRIBE, and/or by inquiring about same or other XTRIBE products or services, you are requesting, and you expressly consent to being contacted by us and by our agents and representatives via phone, fax, email, mail or other

reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, and even if you have previously opted-out from receiving marketing emails from XTRIBE, in order that we may provide the services on the Website and App, to service your account, to reasonably address matters pertaining to your account or for other purposes reasonably related to our business, including marketing related emails.

20. XTRIBE's mobile applications may implement location features that, if you consent, result in automatic collection of your geolocation information, in which case our mobile application may use such information to allow XTRIBE and users to view and track your location. We may also use this location information for our internal business purposes, and for providing and enhancing our products and services and advertising. IF YOU WANT TO STOP THE AUTOMATIC COLLECTION OF YOUR LOCATION INFORMATION, YOU MAY DO SO BY USING THE PRIVACY SETTINGS ON YOUR DEVICE, OR BY UNINSTALLING OUR MOBILE APPLICATION.

**D. INDEMNIFICATION**

By using XTRIBE, you agree to defend, indemnify and hold XTRIBE, its affiliates, their respective officers, directors, employees, agents, licensors, business partners and third parties, successors and assigns, harmless for any violation or against any direct or indirect third-party claim, liabilities, losses, costs, damages and expenses, including reasonable attorneys' fees, which may relate to or arise as a result of your use of XTRIBE for any reason whatsoever and/or your interactions with any other users of XTRIBE. This indemnification obligation will survive this Agreement, any subscription and/or your use of the App or Website. XTRIBE hereby reserves the right to assume the defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with XTRIBE in asserting any available defenses.

**E. LIMITATION ON LIABILITY**

UNDER NO CIRCUMSTANCES, SHALL XTRIBE OR THE XTRIBE ENTITIES (AS DEFINED BELOW), BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL XTRIBE OR ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT,

INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE OF, RELIANCE ON, OR THE INABILITY TO USE THE XTRIBE SERVICES OR FROM THE INTERRUPTION, NON-PERFORMANCE, SUSPENSION, OR TERMINATION OF XTRIBE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCES WILL XTRIBE'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, THESE TERMS AND CONDITIONS OF USE OR THE USE OF XTRIBE, EXCEED THE FEES PAID BY YOU FOR YOUR MEMBERSHIP, OR, IF YOU HAVE NOT PAID XTRIBE FOR THE USE OF ANY SERVICE, THE AMOUNT OF TEN US DOLLARS (\$10.00) OR ITS EQUIVALENT.

**F. DISCLAIMER WARRANTIES**

By using the Service, you expressly understand and agree that any material, services and/or products are provided "AS IS" with no warranties by XTRIBE or any of its agents, employees, parents, subsidiaries, affiliates, licensors, business partners and/or suppliers (the "XTRIBE Entities"). XTRIBE and the XTRIBE Entities expressly disclaim to the fullest permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. You understand and agree that your use of the Services is at your own discretion and risk and that you will be solely responsible for any content or personal information that you disclose to the App or Website, or other users or that is disclosed to you. XTRIBE and the XTRIBE Entities disclaim any warranties that the Service will meet your requirements or satisfaction, or that your access to the same will be uninterrupted or without error. You are solely responsible for any damages to your equipment, computer system, smart phone, tablets or similar equipment or loss of data that results from your use of the Service. XTRIBE and the XTRIBE Entities disclaim any warranties for services or goods received through or advertised on the App or Website or received through any links provided by the App or Website. Some states or other jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages so the above exclusions may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.



XTRIBE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU AGREE THAT XTRIBE SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF XTRIBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES AND PROVINCES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**G. DISPUTE RESOLUTION AND ARBITRATION**

IMPORTANT: PLEASE READ THIS SECTION CAREFULLY. IT MAY AFFECT YOUR RIGHTS.

BY ENTERING INTO THIS AGREEMENT AND ACCEPTING THE TERMS AND CONDITIONS OF USE, YOU AND XTRIBE BOTH AGREE TO RESOLVE ANY CLAIM, CONTROVERSY OR DISPUTE BETWEEN YOU AND XTRIBE, INCLUDING, WITHOUT LIMITATION, ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF THE SERVICES PROVIDED BY XTRIBE THROUGH BINDING ARBITRATION (OR, IF THE CASE QUALIFIES, BY COMMENCING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT) INSTEAD OF IN COURTS OF GENERAL JURISDICTION.

PLEASE NOTE THAT ARBITRATION IS MORE INFORMAL THAN LITIGATION. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING BUT THERE IS A NEUTRAL ARBITRATOR INSTEAD AND THE PROCEDURES MAY BE DIFFERENT THAN IN A COURT. ARBITRATION ALLOWS FOR MORE LIMITED DISCOVERY AND LIMITED APPELLATE REVIEW BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT, INCLUDING ATTORNEYS' FEES, IF APPLICABLE.

In addition, you and XTRIBE both agree that:

1. Reference to “XTRIBE” includes its parents, subsidiaries, affiliates, predecessors, successors, assigns, and its directors, officers, employees and agents. Reference to “you” includes your heirs, personal representative and all beneficiaries of this Agreement and all users of the products and/or services provided under this Agreement.
2. BY ENTERING INTO THIS AGREEMENT, YOU AND XTRIBE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL (“JURY TRIAL WAIVER”) OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION (“CLASS ACTION WAIVER”), INCLUDING, WITHOUT LIMITATION, CLASS ACTIONS OR CLASS ARBITRATIONS BEGUN BY OTHERS PRIOR TO THE DATE OF THIS AGREEMENT EVEN IF APPLICABLE LAW OR THE AMERICAN ARBITRATION ASSOCIATION RULES WOULD ALLOW IT. YOU AND XTRIBE MAY EACH BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR CONSOLIDATED OR REPRESENTATIVE PROCEEDINGS. 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. IF THIS PARAGRAPH TWO (2) IS FOUND TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE SHALL NOT APPLY.
3. Any claim must first be brought to the attention of the other party by sending a written notice (“Claim Notice”) to (a) your then-current (or last provided) billing address, or (b) to XTRIBE at 401 Park Avenue South, 10th Floor New York, NY 10016. In the unlikely event that the claim is not resolved within thirty (30) days after the Claim Notice is received, you or XTRIBE may commence arbitration proceedings pursuant to paragraph (4) below.
4. The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (the “AAA Rules”), as modified by this Agreement, and will be administered by the AAA.

The AAA Rules are available by visiting [www.adr.org](http://www.adr.org) or by calling +1 (800) 778-7879. Unless you and XTRIBE agree otherwise, the arbitration will take place in the County (or equivalent) of your billing address, provided, however, that if your billing address is outside of the United States, the arbitration will take place in New York County, New York. There will be one single neutral arbitrator appointed pursuant to the AAA Rules. If your claim is for \$10,000.00 or less, you can choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, or by a hearing in-person or by phone. If your claim exceeds \$10,000.00, arbitration proceedings will be carried out in accordance with the AAA Rules. XTRIBE may reimburse you for all AAA filings, administration and arbitrator fees (collectively the “Arbitration Fees”) for any arbitration proceedings commenced in accordance with this Dispute Resolution and Arbitration section. In the event you cannot pay the Arbitration Fees, you may request in the Claim.

5. Notice that XTRIBE pay the Arbitration Fees directly. If, however, the arbitrator finds that your claim, its substance or the relief sought is frivolous or brought for an improper purpose, you agree to reimburse XTRIBE for all monies disbursed by it that are otherwise your obligation to pay under the AAA Rules. The arbitration award shall be final and binding upon both you and XTRIBE. The language of the arbitration shall be English. **UNLESS OTHERWISE PROVIDED IN THIS DISPUTE AND ARBITRATION SECTION, EACH PARTY IS RESPONSIBLE FOR HIS/HER/ITS OWN ATTORNEY’S FEES, THE EXPENSES OF HIS/HER/ITS OWN WITNESSES, EXPERTS AND/OR INTERPRETERS AND ALL OTHER EXPENSES CONNECTED WITH PRESENTING THE CASE.**
6. An arbitration award and any judgment confirming such award apply only to that specific case and cannot be used in any other case except to enforce the award itself.
7. The provisions set forth in this Dispute Resolution and Arbitration Section do not preclude you from bringing any issues you may have to the attention of federal, state or local government agencies, including, for example, the Federal Trade Commission, and if the law allows, such agencies can seek relief against XTRIBE on your behalf.

8. The provisions set forth in this Dispute Resolution and Arbitration Section shall survive the termination of this Agreement or your contractual relationship with XTRIBE.
9. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, EITHER YOU OR XTRIBE MAY ELECT TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT IF THE CASE QUALIFIES UNDER

#### **H. RIGHT TO TERMINATE OR SUSPEND ACCOUNT**

1. You may terminate this Agreement upon our receipt of your written notice during normal business hours (such termination to be effective upon the close of business on the day properly delivered and received).
2. XTRIBE may terminate this Agreement at any time for any reason or no reason at all, effective immediately, which may result in the forfeiture and destruction of all information associated with your access to the Service. Such termination shall not affect any right to relief to which XTRIBE, its affiliates and respective suppliers may be entitled, either at law or in equity. Upon termination of this Agreement, all rights granted to you shall immediately terminate and revert to XTRIBE, its affiliates and respective suppliers, as applicable. Any fees paid hereunder are non-refundable.
3. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
4. In the event this Agreement is terminated or expires, (i) all licenses granted to you under this Agreement shall immediately terminate, and you shall have no further right to access, use or display the any XTRIBE content. Upon any termination of this Agreement, you will no longer have access to your XTRIBE account.

5. If it is determined or suspected by XTRIBE in its sole discretion that you are misusing or attempting to misuse or circumvent the XTRIBE services or system or any customer data, or are using or attempting to use it for any inappropriate, illegal, harmful, or anti-competitive, purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, or any activities inconsistent with the services proposed to be offered by XTRIBE, in addition to our right to immediately terminate this Agreement, XTRIBE reserves the right, in its sole discretion, to instigate, without notice, appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

#### **I. MISCELLANEOUS**

1. This Agreement and the Subscription Fee, may be changed from time to time and you agree to be bound by any changes that are posted on the XTRIBE Website or App or which are otherwise communicated to you.
2. You will be liable for any attorneys' fees and costs if we have to take any legal action (including the retention of a lawyer) to enforce this Agreement.
3. If XTRIBE is forced to defend itself from or bring suit against any third-party in connection with this Agreement, or your use of the Services, XTRIBE shall have the absolute right to do so in the State of New York, in either federal or state courts, as the case may be. You hereby understand and agree that the state or federal courts in New York, are the exclusive forum for litigation of any third-party claim arising under this Agreement or your use of the XTRIBE Website and/or Services, and that such a claim is not covered by Section H of this Agreement.

4. This Agreement and the terms and conditions contemplated hereby will inure the benefit of XTRIBE's successors, assigns and licensees. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of these this Agreement shall continue in full force and effect. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
5. You acknowledge that any breach of this Agreement will cause substantial and irreparable harm to XTRIBE for which money damages would be an inadequate remedy. Accordingly, XTRIBE shall in any such event be entitled to obtain, from any Court of competent jurisdiction, injunctive and other forms of equitable relief to prevent such breach and to recover from you XTRIBE'S costs (including, without limitation, reasonable legal and accounting fees) incurred in connection with enforcing these Terms and Conditions of Use, in addition to any other rights or remedies available at law, in equity or by statute.
6. This Agreement shall be construed without any regard to any presumptions against the party causing the same to be prepared.
7. You may not assign, delegate, convey and/or subcontract any of your rights, duties or obligations hereunder.
8. The headings used in this Agreement are provided for convenience only, do not constitute a part of this Agreement and shall not be used to construe meaning or intent.
9. The failure of XTRIBE to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

10. Any rights not expressly granted herein are reserved.

Comments and Questions: Any questions, comments or concerns click [here](#).