

## Greater Than Terms & Conditions

September 14, 2018

### GREATER THAN

#### Terms of Use

Updated: [September 14, 2018]

Please review these GREATER THAN Terms of Use (the “Terms”) carefully before registering and creating your account and before you use the website (“Site”) and/or mobile applications (“App”) (collectively, the “Services”).

By downloading, registering, accessing, or using the Services, you signify that you have read, understand and agree to be bound by these Terms and you will be deemed to have irrevocably agreed to these Terms. Access to and use of the Services is conditioned upon acceptance of and compliance with the Terms. If you do not agree with any part of the Terms, then you do not have permission to access or use the Services. By using the Services, you represent and warrant that you are of legal age to form a binding contract. Your use of the Services is also subject to our [Privacy Policy](#).

It is important to us that you, and our other visitors, have the best possible time while using the Services and that when you use this Services you are fully aware of your respective legal rights and obligations. For that reason, we have created these Terms as the legally binding terms to govern your use of the Services.

Some areas of the Site and/or App may be subject to additional terms and conditions, which you should read carefully before making any use of those areas. Such additional terms will not change or replace these Terms regarding use of the Services, unless otherwise expressly stated.

Please note that these Terms may be revised and reissued without notice at any time by updating this posting. You should visit this page regularly to review the current Terms. Your continued use of the Services will be deemed as irrevocable acceptance of any revisions.

How To Contact Us – The Site and App are controlled and operated by Greater Than. Please forward any comments or complaints about the Site to [info@greaterthanhq.com](mailto:info@greaterthanhq.com). Please forward any questions regarding privacy to [info@greaterthanhq.com](mailto:info@greaterthanhq.com). Please forward any questions regarding other matters to [support@greaterthanhq.com](mailto:support@greaterthanhq.com).

Your Registration - To use the Services you are required to register an account by (i) providing your first name, last name, and email address; (ii) creating a screen name and password; and (iii) providing required credit card account information and any other required information to process payment, as applicable. By using the Services, you consent to the transmission of all information

(including Personal Information (as defined in our [Privacy Policy](#)) which includes, but is not limited to, your name, physical address, phone number, and credit card account information to Greater Than (its agents and affiliates) and to them receiving, collecting, storing, processing, transmitting, and using such information or personal information for the Services' functionality. Except for the foregoing and as otherwise set forth herein, Greater Than does not rent, sell, or share personal information with third parties without your permission, except (i) to third party entities and service providers in accordance with our [Privacy Policy](#); (ii) pursuant to judicial or other government subpoenas, warrants, or orders; (iii) where Greater Than believes the rights, property, or safety of a third party is at risk; (iv) to prevent fraud and/or as necessary to enforce Greater Than's rights under these Terms and the [Privacy Policy](#); (v) in conjunction with a merger, acquisition or liquidation of Greater Than; or (vi) where otherwise required by law.

It is a condition of use of the Services that all the details you provide be correct, current, and complete. If we at Greater Than believe the details are not correct, current, or complete, we have the right to refuse you access to the Site and/or the App, or any of its Services, and to terminate or suspend your account without notice.

You must be at least 18 years of age to use the Services. By your use of the Services and registration of your account, we will assume you have legal capacity to enter into the agreement set out in these Terms (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

Greater Than will also collect non-personal information – data in a form that does not permit direct association with any specific individual. Greater Than may collect, use, transfer, and disclose non-personal information for any purpose. Such information may include unique device identifier, operating system, Services performance data, location, and the time zone where the Services are used so that Greater Than can better understand user behavior and improve our Services.

By creating an account on our Services, you agree to subscribe to newsletters, marketing or promotional materials and receive notices or other information we may elect to send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send. You agree that you will keep your contact information up to date. If such contact information is not up to date, you may miss out on important notices. Unless you opt out, you agree that we can provide notices through the Services and/or via the contact information you used when you opened your account (e.g. email, mobile number, physical address).

You are responsible for maintaining the confidentiality of your account and password, including, but not limited to, restricting access to your computer or mobile device, as applicable, or account. You may not share your account, username, or password with any other party or use the account, username, or password of any other party. Your password needs to be strong and secure. Unless you close your account or report misuse to us in writing, you will be solely responsible for all activities undertaken and all obligations made by you or through your account (including, but not limited to, any purchases made through your account). You must notify us in writing immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as your user name the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar, or obscene.

To the extent that the Services allow you to link your account to any social networking or other online accounts, you may only link your own accounts. By linking your other accounts, you expressly authorize us to access your account information from those third party accounts, on your behalf as your agent, and permit us to access, use and, in some cases, store your account information.

You may only have one single account in the Services. Multiple accounts are prohibited and violate these Terms.

You may be asked to supply certain information relevant to the account and/or account registration you place through the Services, including, without limitation, as applicable, your name; your contact information; your experience; your website and other social media channel information; your business' name, physical address and phone number; your rate or other pricing information; your credit card number; the expiration date of your credit card; and your billing address. We may use third party services to process your payment or process your account registration. By submitting your information, you grant us the right to provide the information to these third parties subject to our [Privacy Policy](#).

Certain users may receive commissions, compensation, or other referral opportunities through their use of the Services. If this is the case, they are obligated to abide by all Federal Trade Commission regulations and disclosure requirements and all other applicable laws if and when receiving commissions, compensation, or other referral opportunities when recommending products or services to other users.

Although Greater Than uses standard industry practices to protect and safeguard your data and Personal Information, it cannot guarantee that your communications with Greater Than or Personal Information will never be unlawfully intercepted or accessed by unauthorized third parties.

Online Privacy Notice - Your privacy is important to us. To better protect your privacy, we provide a notice explaining our online information practices and the choices you can make about the way your information is collected and used at this site. To review this notice, which forms part of these Terms of Use, please go here: [Privacy Policy](#)

END USER LICENSE – Greater Than grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to download and use the App and use the Site for personal use only in accordance with these Terms (“User License”). Greater Than does not grant you any other rights whatsoever in relation to the Services or the material contained therein. All other rights are expressly reserved by Greater Than. Any use of the Services in any

other manner, including, without limitation, resale, reverse-engineering, disassembling, redistribution, transfer, modification, or distribution of the Services or Greater Than Content (as defined in the Content Section herein) is strictly prohibited. You may not rent, lease, lend, sell, transfer, redistribute or sublicense the Services. You may not copy (except as expressly permitted by this Agreement), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law). If you breach any of these restrictions, you may be subject to prosecution and damages.

**Trademarks and Copyrights** - Unless otherwise noted, the Services, and all materials on the Services, including text, images, illustrations, designs, icons, photographs, music, and video clips, and the copyrights, trademarks, trade dress, or other intellectual property in such materials (“Greater Than Content”), are owned, controlled or licensed by Greater Than. The “Greater Than” brand name and logo are trademarks of Greater Than. The Services and the Greater Than Content are intended solely for personal, non-commercial use. You may download or copy the Greater Than Content and other downloadable materials displayed on the Services for your personal use only. No right, title or interest in any downloaded Greater Than Content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the Greater Than Content or the Services. We reserve all of our intellectual property rights in the Services, the Greater Than Content, and appearing anywhere on the Site and App.

Any third-party content, products, or services posted on, transmitted through, or linked from the Services are the sole responsibility of the third-party originator. If you choose to access any third-party content, you do so solely at your own risk. **WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF ACCESSING A THIRD-PARTY WEBSITE OR APP OR ANY THIRD-PARTY CONTENT, PRODUCTS, OR SERVICES.** If a third party application, service, or site allows you to connect with your account through our Services, such third party application, site, or service may access information related to your account on our Services. You are solely responsible for ensuring you review, agree to, and abide by the terms and conditions of such third party application, site, or service.

**CONTENT YOU PROVIDE** - Our Services allow users to post, link, store, share, and otherwise make available certain information, text, graphics, videos, or other material (“User Content”). You are responsible for the User Content that you post on or through the Services, including its legality, reliability, and appropriateness. We take no responsibility and assume no liability for User Content you or any third party posts on or through the Services.

The Services are publicly viewable by users and you should have no expectation of privacy or confidentiality in any User Content you post. You represent and agree that any User Content you post will abide by the terms and conditions herein; not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right; and will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or

any third parties regarding the source of any User Content. We take no responsibility and assume no liability for any User Content posted by you or any third party.

By submitting User Content to the Services, you automatically and irrevocably grant, and you represent and warrant that you have the right to grant and hereby do automatically and irrevocably grant Greater Than (and its affiliates, partners, agents, licensees, successors and assigns) a perpetual, irrevocable, unrestricted, non-exclusive, free, worldwide license to use, copy, perform, display, reproduce, publish, distribute, sublicense, modify, and otherwise disclose, prepare derivative works of, or incorporate into other works the User Content, for any purpose without restriction (including advertising and promotion) in any and all media now known or hereinafter devised and without providing any notice, consent, approval, attribution, or compensation to you. If you do not want us to use your User Content, please do not post it to the Services. The User Content is accessible to users of the Site and App. We may serve ads near your User Content. You hereby waive all moral rights in the User Content which may be available to you in any part of the world and confirm that no such rights have been asserted.

We do not review all information and User Content posted by our users. You may at some point encounter User Content that is in some way offensive, inaccurate, illegal, incomplete, or otherwise objectionable. Your only remedy is to stop viewing such User Content. You may also submit a report to us at [[info@greaterthanhq.com](mailto:info@greaterthanhq.com)]. We maintain the right, but not the obligation, to monitor and edit all User Content posted on the Services. We are not obligated to publish any User Content on the Services and may remove it in our sole discretion, with or without notice.

Please act responsibly when using the Services. You may only use the Site, the App, the Services, and its contents for lawful purposes and in accordance with applicable law. You are prohibited from storing, distributing or transmitting any unlawful material through the Site, the App or the Services. You agree that if a third party claims that material you have contributed to the Site and/or App is unlawful, you will bear the burden of establishing that it is lawful.

**SUBMISSIONS** – Greater Than is interested in hearing from you regarding your questions or comments about our Site, App, and Services. However, Greater Than does not accept or consider unsolicited submissions of any kind (e.g. scripts, treatments, concepts, or any other materials) in any format, by any means of transmission (including email). Any such submissions are either returned to the sender without being reviewed or deleted or discarded without being reviewed. Therefore, please do not send any unsolicited submissions of any member of Greater Than. Any material you send to us will not be treated as confidential.

**WHAT YOU AGREE TO DO AND NOT DO** - By accessing or in any way using any of the Services and any of the Services' functionality, including, but not limited to, creating an account and uploading User Content, you represent and warrant as applicable that:

- you will only access and use the Services for legal purposes;
- you have all necessary legal capacity, right, power, and authority to enter into and be bound by these Terms;
- you are 18 years of age or older;
- you will only have one (1) account;
- you are not restricted from using the Services;
- you have the legal right to use the payment method provided;
- all content you upload onto the Services is wholly original to you or you have the right to use and upload such content and neither the content or your use of the content infringes on the rights of any third party;
- you will provide all required information and complete all required aspects of the account registration process;
- all information you provide to us in connection with such account and/or registration is true, accurate, and complete and your real name is used on your profile;
- you will keep your account information secure;
- you will abide by all requirements of Greater Than, including, but not limited to, these Terms;
- you will use the Services in a professional manner;
- you will comply with any applicable third party terms of agreement when using the Services (e.g. you must ensure your use of the App is not in violation of your mobile device agreement or any wireless service agreement); and
- you will abide by all applicable laws when submitting your account and/or account registration information and while engaging in all other activities that flow from your access to the Services and use of the Greater Than products and services. This includes, but is in no way limited to, abiding by all Federal Trade Commission regulations and disclosure requirements and all other applicable laws if and when receiving commissions to recommend products or services to other users.

Further, you may not in any way use the Services or post or submit to us or to the Site of App anything which in any respect:

- is in breach of any law, statute, regulation, or bylaw of any applicable jurisdiction, including, but not limited to, disclosure and regulatory requirements, privacy laws, anti-spam laws, intellectual property laws, tax laws, employment laws, and export control laws;
- violates the intellectual property rights of others (including Greater Than);
- transmits proprietary or confidential information you are prohibited from disclosing;
- is fraudulent, criminal, or unlawful;
- is inaccurate or out-of-date;
- may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, stalking, abusive, hateful, menacing, defamatory, untrue or political;
- impersonates any other person or body or misrepresents yourself or a relationship with any person or body;
- may infringe any rights of us or any third party;

- uses content (including, but not limited to, images) or information that you do not have the right to post or use;
- involves posting or sending unsolicited or unauthorized spam, junk mail, pyramid schemes, or anything similar thereto;
- may be contrary to our interests;
- is unprofessional, including being dishonest;
- uses, discloses, or distributes content or information in violation of these Terms;
- is contrary to any specific rule or requirement that we stipulate herein and/or on the Services;
- implies, states, or suggests that you are affiliated with or endorsed by us without our explicit advance written consent;
- monitors the Services' availability, functionality, and performance for any competitive purpose;
- frames, mirrors, or otherwise simulates the functionality and/or physical appearance of the Services;
- rents, leases, loans, trades, sells, or resells access to the Services and related content and data;
- involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots, or any code or computer programming routines that are intended to or does damage, disable, overload, detrimentally or otherwise interfere with, surreptitiously intercept or expropriate any system, data, information, or Personal Information or interferes with any other party's use and enjoyment of the Services;
- hacks into the Services, or modifies another website or mobile application so as to falsely imply that it is associated or affiliated with the Services;
- violates any applicable laws, rules or regulations in your jurisdiction (including but not limited to trademark and copyright laws);
- uses or copies any material from the Services, including, but not limited to, onto other websites or in other mobile applications;
- frames any of the Services onto your own or another person's website or mobile application;
- accesses or attempts to access any password-protected, secure or non-public areas of the Services without our express advance written permission; or
- removes any sponsorship banners or other material inserted by Greater Than anywhere on the Site or App.

We reserve the right to refuse any account registration or other order for products or services you place with us. We may, in our sole discretion, limit how you can use the Services such as how you connect with and interact with our Services and users (e.g., including, but not limited to, limiting the number of connections with other users or the way and your ability to connect with other users). We reserve the right to refuse or cancel your account and/or registration if fraud or an unauthorized or illegal transaction is suspected and/or if we believe you are in breach of these Terms or misusing the Services.

System Abuse - Without limitation, you agree not to send, create or reply to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in "spamming"(i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely affect the operation or enjoyment of the Site, App and Services by any other person.

Security - You are prohibited from using any services or facilities provided in connection with this Site 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) are strictly prohibited. If you become involved in any violation of system security, Greater Than reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

Investigations – Greater Than reserves the right to investigate suspected violations of these Terms, including without limitation any violation arising from any submission, posting or contribution. Greater Than may seek to gather information from the user who is suspected of violating these Terms, and from any other user. Greater Than may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Greater Than believes, in its sole discretion, that a violation of these Terms has occurred, it may edit or modify any submission, posting or contribution, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. Greater Than will fully cooperate with any law enforcement authorities or court order requesting or directing Greater Than to disclose the identity of anyone posting any content, publishing or otherwise making available any materials that are believed to violate these Terms.

**BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS ALL MEMBERS OF GREATER THAN FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY MEMBER OF GREATER THAN DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER A MEMBER OF GREATER THAN OR LAW ENFORCEMENT AUTHORITIES.**

CONTENT AND ACCURACY OF CONTENT OF THE SERVICES - All features, specifications, products, prices, discounts, promotions, and offers described on our Services are subject to change at any time, without notice. We have made every effort to accurately display products and services, but images on the Services may not exactly match the actual product or service. All prices displayed are in U.S. dollars unless otherwise noted. We will add applicable sales taxes or other similar fees as necessary. All purchases are final and not returnable or refundable for any reason. You agree to abide by any additional terms and conditions indicated at the time of purchase.

Occasionally there may be information on our Services that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers,



and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Services is inaccurate at any time without prior notice.

**PAYMENT INFORMATION** - You agree to honor your payment obligations and acknowledge and agree that we will store your payment information. There will be multiple places where payments will be applicable (in addition to the membership fee). If there are additional terms and conditions for such payments such additional terms and conditions will need to be agreed to prior to accessing such services. You may be subject to foreign transactions fees depending on your location. We will store your credit card information. You need to ensure you accurately update any credit card information and manage any auto renewals on subscriptions, if any. If there are auto renewals, you are required to cancel prior to such auto renewal date(s).

**RIGHT TO CHANGE THE SERVICES** - We reserve the right to modify, suspend, or terminate the Services, or any service, content, feature or product offered through the Services, or terminate your right to access or use any portion of the Services, with or without notice, at any time in our sole discretion. You agree that we shall not be liable to you or to any third party for any modification, suspension, restriction, or termination of the Services or any portion thereof. You acknowledge that there is no guarantee of any perpetual continuation of any portion of the Services, the Site and/or App themselves, or technology available through the Services or otherwise to perform any part of the services offered through the Services at any given time. We make no promise to store or display all of the information and User Content you submit and/or post. We have no obligation to provide you with a copy of the information you submit and/or post (except as may be noted in our [Privacy Policy](#) or as required by applicable law).

**NO COMPENSATION AND YOUR COSTS** - Your use of the Services is completely voluntary and for your own benefit. You shall not be entitled to compensation of any kind from Greater Than for such use. You hereby waive any claims you may have against Greater Than, its agents, employees, and representatives for any compensation of any kind for your use of the Services, except as expressly authorized in advance in writing by such party. Your use of the Services requires appropriate telecommunication links. We shall not have any responsibility or liability with respect to any mobile or other costs you may incur due to your use of the Services. You are solely responsible for all of costs involved in your use of the Services, including, but not limited to, computer and/or mobile costs, subscription costs, costs for additional services, and any other costs that flow directly or indirectly from your use of the Services.

**CONTESTS, SWEEPSTAKES, AND PROMOTIONS** - Any contests, sweepstakes, or other promotions (collectively, "Promotions") made available through the Services may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our [Privacy Policy](#). If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

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YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE MATERIALS INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED THEREIN. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL GREATER THAN OR ANY OF ITS SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSEES, SUCCESSORS, AND ASSIGNS, AND EACH OF ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO (OR LACK THEREOF), OR EXPLOITATION OF THE SERVICES, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE),

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER LEGAL THEORY. YOUR SOLE REMEDY IS TO CEASE USE OF THE SERVICES. NOTWITHSTANDING SUCH LIMITATION, UNDER NO CIRCUMSTANCES SHALL GREATER THAN'S MAXIMUM AGGREGATE LIABILITY TO YOU BE MORE THAN FIVE HUNDRED DOLLARS (\$500.00).

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND GREATER THAN AND SHALL APPLY TO ALL CLAIMS OF LIABILITY, and even if a remedy set forth herein is found to have failed of its essential purpose.

Greater than and any subsidiaries and/or affiliates do not warrant that: a) the Services will function uninterrupted, secure, or available at any particular time or location; b) any errors or defects will be corrected; c) the Services are free of viruses or other harmful components; or d) the results of using the Services, the products, services, and experiences offered will meet your requirements.

Some states or jurisdictions do not allow the limitation or exclusion of certain warranties, or the exclusion or limitation of certain damages. If you reside in one of these states or jurisdictions, the above limitations or exclusions may not apply to you.

Local Regulations – Greater Than makes no representation that any materials, User Content or other content in the Site or App are appropriate or available for use outside the United States, its territories, possessions and protectorates. If you choose to access the Site or App from other locations you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

**INDEMNITY** - You shall defend, indemnify, and hold harmless, Greater Than, any subsidiaries and/or affiliates, partners, licensees, successors, and assigns, and each of its and their directors, officers, employees, shareholders, contractors, suppliers, representatives, and agents from all liabilities, claims, and expenses, including reasonable attorneys' fees and other legal costs, that arise from or relate to (i) your use or misuse of the Services; (ii) your use of the products, services, and experiences offered on the Services; (iii) violation of these Terms; (iv) violation by you, or any third party using your account, of any law and/or intellectual property or other right of any person or entity; or (v) any User Content you submitted. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

**REMEDIES** - In addition to any other available remedies, if you breach any of the terms or conditions listed within these Terms, Greater Than may immediately terminate these Terms and pursue legal action and/or equitable injunctions in order to compensate Greater Than for all injuries caused by such breach. You also further agree to forfeit any compensation earned by you in connection with your breach(es) of these Terms.

EQUITABLE REMEDIES - You hereby agree that if these Terms are not specifically enforced, Greater Than will be irreparably damaged, and therefore you agree that Greater Than shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies. You hereby expressly waive all rights to injunctive relief.

COPYRIGHT POLICY - We respect intellectual property rights and will remove or disable access to any material on the Services that infringes any copyright after being properly notified by the copyright owner or the copyright owner's legal agent. If you believe that any content on the Services violates your copyright, please provide our copyright agent with the written information specified below:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- an description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on the Services can be reached as follows:

Mishawn Nolan

Nolan Heimann LLP

16133 Ventura Blvd.,

Ste. 820

Encino, California 91436

[mnolan@nolanheimann.com](mailto:mnolan@nolanheimann.com)

CHANGES TO TERMS - We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide written notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use the Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Services.

**TERMINATION** - These Terms are effective until terminated by you or Greater Than with or without written notice. Either of us can terminate this Agreement at any time. Upon termination of the Terms, you shall cease all use of the Services and delete and uninstall all copies. Upon termination you may no longer access the Services. Even after termination by either us or you, users shall still have the right and ability to share your information and content that was shared by you prior to termination. Further, all amounts owed by you prior to termination shall survive such termination and become due and owing immediately if and as applicable. All terms herein intended to survive termination (including, without limitation, limitations of liability and dispute resolution), shall so survive.

**GOVERNING LAW/JURISDICTION AND VENUE** - These Terms shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without regard to conflicts of laws principles, as if this were a contract entered into and wholly performed within the State of California. Any disputes or differences between the parties arising out of these Terms which the parties are unable to resolve themselves shall be submitted to and resolved by arbitration as provided herein below. Notwithstanding the arbitration obligations, Greater Than shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction located in Los Angeles, California and you consent to personal jurisdiction of any court of competent jurisdiction in Los Angeles, California. Access to or use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

**ARBITRATION** - This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. Please read this carefully. It affects your rights.

Except for a claim by Greater Than of infringement or misappropriation of its patent, copyright, trademark, or trade secret and/or Greater Than's ability to seek injunctive or other equitable relief, any and all disputes between you and Greater Than arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the Services. You agree that by entering into these Terms, you and Greater Than are each waiving the right to trial by jury or to participate in a class action. You and Greater Than 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 or representative proceeding. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and Greater Than must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Los Angeles, California. The arbitrator's ruling is binding and

may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in Los Angeles, California. Any arbitration proceedings held hereunder shall be confidential.

**ATTORNEY'S FEES AND COSTS** - Should it become necessary for any party to these Terms to bring a claim in arbitration and/or litigation to enforce any provision herein, or for damages on account of any breach of these Terms, the prevailing party shall be entitled to recover from the other party or parties all costs and expenses incurred in the arbitration and/or litigation, which includes but is not limited to the recovery of reasonable attorney's fees and court costs.

**EMAIL** - Feel free to email Greater Than at [[info@greaterthanhq.com](mailto:info@greaterthanhq.com)]. However, any communication may be lost, intercepted or altered. Greater Than is not liable for any damages related to communications to or from the Services. You agree with respect to any information provided by you to us through the Services or via e-mail that:

- Greater Than has no obligation concerning such information;
- The information is non-confidential;
- Greater Than may use, disclose, distribute or copy the information and may use any ideas, concepts or know-how contained in the information for any purpose without compensation (for purposes of clarification, all submissions, suggestions, corrections, additions, modifications, etc. you submit are owned outright, solely, and exclusively by Greater Than without any consent, approval, notice, or compensation to you); and
- The information is truthful and disclosure of the information does not violate the legal rights of others.

**GENERAL LEGAL PROVISIONS** - These Terms (and our [Privacy Policy](#) any other terms and conditions provided by us to you when you engage with certain features of the Services) contain all the terms agreed between us and you regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between us and you, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between us and you prior to these Terms except as expressly stated in these Terms.

If any provision in these Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision. To the extent allowed by law, the English language version of these Terms is binding and all other translations are for convenience only.

No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. You may not assign your rights under this Agreement to any party; we may assign our

rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns. All rights not expressly granted herein are hereby reserved.

CONTACT - If you have concerns relating to the Services or these Terms, please contact Greater Than at [info@greaterthanhq.com](mailto:info@greaterthanhq.com).