

Genies™ Terms of Service

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Welcome to Genies™!

Thanks for using Genies.com and the Genies mobile application (collectively, the “Service(s)” or “Genies Service(s)”). The Services are provided by Genies, Inc. (“Genies”, “we,” “our,” or “us”), located at 550 Rose Avenue Venice, California 90291.

By using our Services, you are agreeing to these Terms of Service (“Terms”). Please read them carefully. Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. If additional terms or conditions are available with or applicable to the relevant Services, then those additional terms become part of your agreement with us if you use those Services. By accessing or using the Services, you intend and agree to be legally bound by these Terms. You may wish to print or save a local copy of the Terms for your records.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS OF SERVICE LIMIT GENIES’S LIABILITY AND THAT YOU ARE RELEASING GENIES FROM VARIOUS CLAIMS IN SECTION 9 BELOW. THESE TERMS ALSO CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 14 THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS WITH RESPECT TO THE SERVICES.

1. Using our Services

You must follow any policies made available to you within the Services or on <http://www.Genies.com>, including our privacy policy, located at genies.com/legal/privacy.

Don’t misuse our Services. For example, don’t interfere with our Services, try to access them using a method other than the interface and the instructions that we provide, or extensively or automatically copy any content from the Services (in other words, no scraping). You may use our Services only for your personal non-commercial use, and as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies, if we are investigating suspected misconduct, or for any other reason.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access through them, including any Digital Goods and Virtual Currency (as each are defined in Section 2 below) (collectively, “Content”). You may not use Content, except as permitted by its owner or as otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Services, including the Genies name and logo. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some Content that is not our own. For example, Content belonging to our advertisers and other third parties, or other users (collectively, “Third Party Content”). Genies is not responsible for, and you waive all of Genies’ liability with respect to, Third Party Content. This Third Party Content is the sole responsibility of the individual or entity that makes it available to you via the Services. We may review Third Party Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Third Party Content that we believe violates our policies or the law. But we do not generally review Third Party Content beforehand, and we are not obligated to do so.

You may log into the Services through, or connect the Services with, various online third-party services and applications, such as social media and social networking services, and apps and services provided by fashion, clothing, and other lifestyle brands (collectively, "Connected Services"). By logging into or connecting with a Connected Service, you can further personalize your experience on our Services. However, Genies is not responsible for the accuracy, availability, or reliability of any content, goods, or other information made available to you by any Connected Services, and Genies is not responsible or liable for any damage or loss caused in connection with your use of a Connected Service. Genies enables Connected Services features merely as a convenience, and the integration or inclusion of such features does not imply any endorsement or recommendation of any Connected Services or their respective providers.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications, for example, by clicking on the "unsubscribe" link in marketing e-mails or disabling notifications for the Genies Service in your Genies Services settings. Please be aware that there may be a brief period before we are able to process your opt-out. By including your telephone number and email address in any submission, you are extending an express invitation and providing your express written consent to Genies and to the third-parties identified in our Privacy Policy (i) to contact you by telephone at the numbers you have provided (including through auto-dialed, pre-recorded, artificial voice and/or text messages), and you hereby consent to any such calls or texts even if your phone number is on any corporate, state, or national Do Not Call list or registry, or (ii) to contact you by email at any email address you provided. You understand that you are not required to provide your consent as a condition of purchasing any goods or services. For SMS and MMS text messaging, message and data rates imposed by your mobile data provider may apply. You represent that all of the information you have provided in your submission is true and complete.

Some of our Services utilize SMS/iMessage, which may cause you to incur SMS or data charges with your wireless provider. Please be aware that we have no control over these charges, and if you do not wish to be charged, you should stop using the SMS/iMessage features of the Services. When you send SMS/iMessage messages using the Genies Service, you represent and warrant you have the recipient's prior consent to send him or her messages.

You acknowledge and agree that Genies is not responsible for the availability or activity of the Service, and does not endorse any advertising, products, or other materials provided to you by Genies. You acknowledge and agree that we are not liable for any loss or damage which you may incur you as a result of interacting with Genies.

2. Your Genies Account; Digital Goods and Virtual Currency; Payment

You may need an account in order to use certain features of the Genies Service, such as the ability to access your Genies avatar across multiple Connected Services. You agree that all registration information you give us will be accurate and current. You will timely notify us of any changes to any of the foregoing information. You are responsible for controlling access to any PCs, mobile devices, or other end points that you allow to store your Services password, or on which you enable a "Remember Me" or similar functionality ("Activated Device"). Accordingly, you agree that you will be solely responsible for all activities that occur under your Services accounts, including the activities of any individual with whom you share your Services account or an Activated Device.

To protect your account, keep your password confidential. You are responsible for the activity that happens on or through your account. If you learn of any unauthorized use of your password, please contact us at privacy@Genies.com.

The Services, and certain Connected Services, may allow you to purchase a license to use certain digital goods, such as digital clothing and accessories, on the digital avatar you create through the Services (collectively, "Digital Goods"). Digital Goods may be purchased using virtual currency that you earn or acquire through your use of the Services ("Virtual Currency"). Virtual Currency may be purchased using real legal tender (i.e., "real world" money). Virtual Currency has no "real world" value, and may only be exchanged for Digital Goods.

Digital Goods are not purchased by you, but rather are licensed to you on a limited, personal, non-transferable, non-sublicensable, revocable basis, solely for your non-commercial use in connection with your use of the Services. You may not transfer Digital Goods to any other user of the Services or any other third party, except where the Services expressly authorize you to do so. For example, you may transfer your Digital Goods to other users of the Services through Genies' Digital Goods re-sale marketplace on the Services. You acknowledge and agree that Genies may manage, control, change, or eliminate Digital Goods at any time. Price and availability of Digital Goods are subject to change without notice. Without limiting any of the foregoing, you also acknowledge and agree that Genies may limit the quantity of certain Digital Goods that are made available to all users of the Services. A Connected Service may offer Digital Goods that are different from those made available by other Connected Services or by Genies.

Digital Goods and Virtual Currency do not constitute personal property, nor do they have any value outside of the Services. Virtual Currency cannot be sold, traded, transferred, or exchanged for cash. Genies has no obligation to exchange your Digital Goods or Virtual Currency for money or monetary value, or any "real world" tangible goods. Genies is not responsible for any loss of your Digital Goods or Virtual Currency due to hacking or other causes.

You agree to pay all amounts owed to us for the Services, and any Digital Goods you purchase through the Services, under any terms, policies or other written or electronic agreement we may have in place. Genies will use a third-party payment service provider to process these payments, and Genies will not store or collect your payment card information. Our third party payment service provider may require you to maintain valid credit card or other payment account information in order to purchase Digital Goods, and if so, you hereby authorize us to charge your credit card or other payment account for such Digital Goods. Any failure to maintain valid, up-to-date payment information with us or to keep your payments current will constitute a material breach of these Terms, for which we may suspend or terminate your access to the Services immediately without notice. Interest will be charged on all unpaid delinquent amounts at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lesser. You agree to reimburse us for all collection agency fees, attorneys' fees and other costs we may incur to collect delinquent amounts you owe to us.

Except as otherwise required by law, all purchases made through the Services (including, but not limited to, your purchases of Digital Goods and redemptions of Virtual Currency) are **final and non-refundable**. You acknowledge and agree that Genies is not required to provide any refund for any reason, and you agree that any attempt to obtain a refund from a third party (including, but not limited to, Apple or Google) is a material violation of these Terms. You further acknowledge and agree that you will not receive money or other compensation for unused Digital Goods or Virtual Currency, including in the event

that your license to use the Services is terminated as set forth in these Terms. If you live in Japan, you agree to use all Digital Goods and Virtual Currency within 180 days from the date of purchase.

If you ask for your personal information to be deleted, as set forth in Genies Privacy Policy, Genies may no longer be able to associate your Digital Goods or Virtual Currency with you, and you may lose all of your Digital Goods or Virtual Currency.

3. Privacy and Feedback

Our privacy policy, located at genies.com/legal/privacy, explains how we treat your personal information and protect your privacy when you use our Services or when our users interact with us in other ways. By using our Services, you agree that we can collect, use, and share data from you as described in our privacy policy. We are not responsible for any information or Content that you share with others via your use of the Services. You assume all privacy, security, and other risks associated with providing any information, including personally identifiable information, to other users of the Service or any Connected Service.

If you submit feedback or suggestions about our Services, you agree that we may use your feedback or suggestions without obligation to you.

4. Content You Submit or Share; Your Interaction with Other Users

You may submit, upload, and share videos, pictures, text, and other content to or through the Services (“Your Content”), and in doing so you must follow these Terms and the rules and policies referenced in these Terms. You retain ownership of any intellectual property rights that you hold in Your Content. In short, what belongs to you stays yours.

When you upload, submit, or otherwise share Your Content to or through our Services, you give Genies (and those we work with) a royalty-free, worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that Your Content works better with our Services), communicate, publish, publicly perform, publicly display and distribute Your Content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

By choosing to use certain features of the Genies Service, you understand that Genies may publicly display certain portions of your profile information, posts, and actions you take on the Genies Service, as further described in our Privacy Policy. You may request Genies to delete any information that you submit to the Genies Services as further described in our Privacy Policy. For purposes of clarification, once you submit or share Your Content with others via the Services (*e.g.*, other users or third parties, such as Connected Services), we no longer have control over those portions of Your Content and will not be able to delete it or prevent them from using it.

You agree that you will not use the Services to:

- Violate law or a third-party’s rights;
- Submit excessive or unsolicited commercial messages or spam any users;

- Submit malicious content or viruses;
- Solicit other people’s login information, credit card numbers, or other sensitive information;
- Harass or bully other users;
- Post content that is hate speech, threatening or pornographic, that incites violence or that contains nudity or graphic or gratuitous violence; or
- Create, use, or distribute any counterfeit Virtual Currency.

Genies is not responsible or liable for the conduct of any other user on or off the Services, or for any content posted or otherwise published by any other user, including in any area of the Services that enable you to chat or interact with other users of the Services, such as our interest-based chatrooms (collectively, the “Interactive Areas”). You agree to use caution in all interactions with other users, particularly if you decide to communicate off of the Services or meet in person.

Enforcement of the user content or conduct rules set forth in these Terms is solely at Genies’ discretion, and failure to enforce such rules in any instance does not constitute a waiver of our right to enforce such rules in any other instance. In addition, these Terms do not create any obligation for Genies to ensure that the Services will not contain any content that is prohibited by these Terms, or any liability for our failure to do so. As a provider of interactive services, Genies is not liable for any statements, representations, or content provided by its users, including in any Interactive Area. Genies does not have any obligation to screen, edit, or monitor any of the content posted in any Interactive Area or other area of the Services. However, Genies reserves the right to monitor, and has absolute discretion to screen, remove, and/or edit, any content (including Your Content) posted or stored on the Services, including in any Interactive Area, at any time and for any reason, with or without notice. You are solely responsible for creating backup copies of and replacing any of Your Content that you post or store on the Services at your sole cost and expense. Any use of the Interactive Area or other portions of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Area and/or the Services.

5. Intellectual Property Protection

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others, and require our users and customers to do so. If you are a copyright owner or its agent and believe that any content residing on or accessible through the Services infringes upon your copyrights, you may submit a notification under the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent (the “Designated Agent”) with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

- Identification of the work or material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
- Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number, and email address.
- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Please also note that the information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content. After removing material in response to a valid DMCA notice, we will notify the user responsible for the allegedly infringing material that we have removed or disabled access to the material. We will terminate, under appropriate circumstances, users who are repeat copyright infringers, and we reserve the right, in our sole discretion, to terminate any user for actual or apparent copyright infringement.

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with us by providing the following information to the Designated Agent at the address below:

- The specific URLs of material that we have removed or to which we have disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of U.S. District Court for the Northern District of California and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Your signature.

Upon receipt of a valid counter-notification, we will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If we do not receive any such notification within ten (10) days, we may restore the material to the Services.

The contact information for our Designated Agent is:

Genies, Inc.
Legal Department
Attention: Copyright Agent
8605 Santa Monica Blvd #22702
West Hollywood CA 90069 Email: legal@Genies.com

If you believe that any of your intellectual property rights other than copyrights have been infringed, please e-mail us at legal@Genies.com. We reserve the right, in our sole and absolute discretion, to suspend or terminate any user who infringes the intellectual property rights of Genies or others, and/or to remove, delete, edit or disable access to such person's content. You agree that we have no liability for any action taken under this section.

6. About Software in our Services

You may be required to download software (such as a mobile or desktop app) to use the Services or certain features of the Services, and the Services may enable you to access software running on our (or our

vendors') servers (collectively, "Software"). You agree that we retain the ownership of all rights, title, and interest in and to the Software. Certain Software may update automatically on your device once a new version or feature is available, and you consent to such automatic updating.

Genies gives you a personal, non-commercial, worldwide, royalty-free, non-assignable, and non-exclusive license to use the Software to access the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of our Services or Software, nor may you reverse engineer or attempt to extract the source code of the Services or Software, unless laws prohibit those restrictions or you have our written permission.

There may be software programs contained within certain Software that have been licensed to us by third parties. The term "Software" as used herein shall refer to this third-party software except where the term "Software" is used in the context of our ownership. The same terms and conditions, including all limitations and restrictions, set forth in these Terms apply to each third-party software program contained in the Software. You acknowledge and agree that any third-party components are owned by their applicable licensors. We do not make any representations or warranties about the operation or availability of such third-party software. Neither Genies, nor its licensors, shall be liable for any unavailability or removal of such third-party software. Genies is not responsible for any communications to or from such licensors, or for the collection or use of information by such licensors. You consent to the communications enabled and/or performed by such third-party software, including automatic updating of the third-party software without further notice. You agree that such third-party software licensors are intended third-party beneficiaries under these Terms.

7. Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, at any time, without any notice or liability.

You can stop using our Services at any time, although we'll be sorry to see you go. We may also stop providing Services to you, or add or create new limits to our Services, at any time.

Sections 8 – 14 will survive termination or expiration of these Terms indefinitely.

8. Our Warranties and Disclaimers

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER GENIES NOR ITS LICENSORS, SUPPLIERS, ADVERTISERS, OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE ALSO DO NOT MAKE ANY WARRANTIES OR COMMITMENT RELATING TO NON-INFRINGEMENT, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR ERROR-FREE OR UNINTERRUPTED OPERATIONS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES.

GENIES IS NOT AFFILIATED WITH, NOR IS GENIES SPONSORED BY, ANY THIRD-PARTY FASHION, CLOTHING, DESIGNER, OR SIMILAR BRANDS.

9. Liability for our Services

TO THE EXTENT NOT PROHIBITED BY LAW, GENIES (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND OUR LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT NOT PROHIBITED BY LAW, THE TOTAL LIABILITY OF GENIES (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND OUR LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, FOR ANY AND ALL CLAIMS UNDER THESE TERMS OR RELATING TO YOUR USE OF THE SERVICES, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLY YOU THE SERVICES AGAIN).

IN ALL CASES RELATING TO PROVIDING YOU THE SERVICES, GENIES (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE OR THAT IS DUE TO EVENTS OUTSIDE OF OUR REASONABLE CONTROL, SUCH AS WARS, CRIMINAL ACTIVITIES, STORMS, NATURAL DISASTERS, ACTS OF GOVERNMENT, SUPPLY INTERRUPTIONS, OR TELECOMMUNICATION OR INTERNET FAILURES.

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT GENIES HAS NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO OTHER USERS WHO YOU INTERACT WITH WHILE USING THE SERVICES, OR WITH RESPECT TO THIRD-PARTY CONTENT THAT YOU OR OTHER USERS CHOOSE TO IMPORT DURING YOUR USE OF THE SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR YOUR CONDUCT RELATED TO YOUR USE OF THE GENIES SERVICE, NOTWITHSTANDING THE GENIES SERVICE SUGGESTING THAT YOU TAKE ANY SPECIFIC ACTION, AND YOU ARE RESPONSIBLE FOR ENGAGING IN ANY SUCH CONDUCT IN A SAFE, LAWFUL, AND NON-NEGLIGENT MANNER. GENIES DISCLAIMS ALL LIABILITY RELATING TO YOUR ACTIONS RELATED TO YOUR USE OF THE GENIES SERVICE.

YOU AND YOUR HEIRS, SUCCESSORS, AND ASSIGNS HEREBY FOREVER IRREVOCABLY RELEASE, DISCHARGE, AND HOLD HARMLESS US, OUR AFFILIATES, AND OUR AND THEIR SUCCESSORS AND ASSIGNS, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM, AND AGREE NOT TO SUE ANY RELEASED PARTY FOR, ANY LIABILITIES, CLAIMS, OBLIGATIONS, SUITS, ACTIONS, DEMANDS, EXPENSES, AND DAMAGES WHATSOEVER (COLLECTIVELY, "LIABILITIES") THAT YOU MAY HAVE AGAINST ANY RELEASED PARTY WHETHER EXISTING NOW OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH YOUR OR A THIRD PARTY'S CONDUCT RELATED TO USE OF THE SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE FOREGOING SENTENCE RELEASES AND DISCHARGES ALL LIABILITIES, WHETHER OR NOT THEY ARE CURRENTLY KNOWN TO YOU, AND YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542. YOU UNDERSTAND THE MEANING OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM

MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” BY AGREEING TO THESE TERMS AND THIS WAIVER, YOU ASSUME ALL RISK ARISING FROM YET UNKNOWN CLAIMS.

10. Business/Employer Uses of our Services

If you are using our Services on behalf of a business or employer, you are accepting these Terms on their behalf, and that business or employer agrees to be bound by these Terms.

11. Indemnification

You hereby agree to indemnify, defend, and hold harmless Genies its affiliated companies, and its and their predecessors, successors, and assigns, and its and their respective directors, officers, employees, agents, representatives, partners, and contractors from and against all claims, losses, expenses, damages and costs (including, but not limited to, reasonable attorneys' fees), resulting from or arising out of your actual or alleged breach of these Terms, any content you provide through the Services, or your use or misuse of the Services. However, you will not be responsible for claims, damages, and costs which are found by a court of competent jurisdiction to have arisen solely from our violation of applicable law.

12. About these Terms

We may modify these Terms or any additional terms that apply to a Service for any reason, for example, to reflect changes to the law or changes to our Services. You should look at the Terms regularly and the “Last Updated” date at the beginning of these Terms. We’ll use reasonable efforts to give you notice of these modifications, such as posting notice of modifications to these Terms on this web page, through the Genies Service, or via email. By continuing to use the Service after we make these modifications, you agree that you will be subject to the modified Terms. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these Terms and any additional terms for a Service, the additional terms will control for that conflict.

These Terms control the relationship between Genies and you. They do not create any third-party beneficiary rights (except in the limited case of Section 13). If you do not comply with these Terms, and we don’t take action right away, this doesn’t mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of the United States and the State of Delaware, excluding Delaware’s conflict of laws rules, will apply to any disputes arising out of or relating to these Terms or the Services.

You may not assign or delegate your rights or obligations relating to these Terms or your account for the Services without our prior written consent. We may assign these Terms or assign or delegate any of our rights or obligations at any time.

13. Third Party Terms

You agree that in addition to these Terms, your use of our mobile app is subject to the usage rules set forth in Apple's App Store terms of service, if you download our app from the App Store, or in Google's Play terms of service, if you download the app from Google Play, or any other third party platform, developer or distributor end-user license agreement and/or terms and conditions by which you agree to be bound when you download our mobile app or otherwise access the Services.

Without limiting the generality of the foregoing, if you downloaded our mobile app from Apple, you and Genies acknowledge and agree to the following: This agreement is concluded between you and Genies only, and not with Apple Inc. ("Apple"). Genies, not Apple, is solely responsible for the app and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the app. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the app, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Genies's sole responsibility. Genies, not Apple, is responsible for addressing any claims by you or any third party relating to the app or your possession and/or use of the app, including, but not limited to: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the app or your possession and use of the app infringes that third party's intellectual property rights, Apple will have no responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and upon your acceptance of the terms and conditions of the agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the agreement against you as a third-party beneficiary thereof.

14. Binding Arbitration

Without limiting your waiver and release in Section 9, you agree to the following:

a. Purpose. Any and all Disputes (as defined below) involving you and Genies will be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court. This Section 14 (the "Arbitration Provision") shall be broadly interpreted. Notwithstanding anything to the contrary in these Terms, this Section 14 does not apply to an action by either party to enjoin the infringement or misuse of its intellectual property rights, including copyright, trademark, patent or trade secret rights.

b. Definitions. The term "Dispute" means any claim or controversy related to the Service or the Software, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before these Terms or any prior agreement; (3) claims that arise after the expiration or termination of these Terms; and (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. As used in this Arbitration Provision, "Genies" means Genies, Inc. and any of its predecessors, successors, assigns, parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents, and "you" means you and any users or beneficiaries of your access to the Services or the Software.

c. Initiation of Arbitration Proceeding/Selection of Arbitrator. The party initiating the arbitration proceeding may open a case with JAMS, formerly Judicial Arbitration Mediation Services, Inc. (“JAMS”) by visiting its website (www.jamsadr.com) or calling its toll-free number (1-800-352-5267). You may deliver any required or desired notice to Genies by mail to 550 Rose Avenue, Venice, California 90291.

d. Right to Sue in Small Claims Court. Notwithstanding anything in this Arbitration Provision to the contrary, either you or Genies may bring an individual action in a small claims court in the area where you access the Services if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

e. Arbitration Procedures. This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “JAMS Rules”) as modified by the version of this Arbitration Provision that is in effect when you notify Genies about your Dispute. You can obtain the JAMS Rules from JAMS by visiting its website (www.jamsadr.com) or calling its toll-free number (1-800-352-5267). If there is a conflict between this Arbitration Provision and the rest of these Terms, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the JAMS rules, this Arbitration Provision shall govern. If JAMS will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the JAMS Rules. A single arbitrator will resolve the Dispute. Unless you and Genies agree otherwise, any arbitration hearing will take place in Los Angeles, CA. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator’s essential findings and conclusions. The arbitrator’s award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator’s award. An arbitrator’s award that has been fully satisfied shall not be entered in any court.

f. Waiver of Class Actions and Collective Relief. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY’S CLAIM. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

g. Arbitration Fees and Costs. If your claim seeks more than \$75,000 in the aggregate, the payment of JAMS’s fees and costs will be governed by the JAMS Rules. If your claims seek less than \$75,000 in the aggregate, the payment of JAMS’s fees and costs will be Genies’s responsibility. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys’ fees and additional costs and may only recover your attorneys’ fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, Genies will pay all fees and costs that it is required by law to pay.

h. Severability and Waiver of Jury Trial. If any part of subsection (f) of this Arbitration Provision is found to be illegal or unenforceable, the entire Arbitration provision will be unenforceable and the Dispute will

be decided by a court. WHETHER IN COURT OR IN ARBITRATION, YOU AND GENIES AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY LAW. If any other clause in this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision and the remainder of this Arbitration Provision will be given full force and effect.

i. Continuation. This Arbitration Provision will survive the termination or expiration of these Terms.