

PAMOS

TERMS OF USE AND SALE

Effective Date: April 8, 2021

1. Introduction

- A. Welcome to Pamos. Through our pamos.com website (“**Website**”) we offer for sale cannabis-containing beverages and related items (“**Products**”), and we provide related information (e.g., recipes) (collectively, the “**Services**”). The Website is owned and operated by Pamos Beverage Company, Inc. (“**Pamos**”, “**we**”, “**us**” or “**our**”). Throughout these Terms, all references to the Website shall include the websites of our affiliates and subsidiaries that are involved with the operation of the Website or the provision of the Products.
- B. Your use of our Website and the purchase of our Products is governed by these Terms of Use and Sale and our privacy policy (available [here](#), which may be amended from time to time and effective upon posting, and which is incorporated by reference herein (“**Privacy Policy**”) (collectively, these “**Terms**”). References to “**you**” or “**your**” mean you as a visitor to our Website, as a User who has created an account with us, or as a customer.
- C. We may update the Terms from time to time. Please regularly check the Website for revisions to the Terms. By continuing to use the Website or provide us information through your use of the Website after we make a change to the Terms, you accept the updated Terms.
- D. **IMPORTANT – PLEASE READ CAREFULLY: THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE AND THE PURCHASE OF OUR PRODUCTS. BY ACCESSING OR USING THE WEBSITE OR PURCHASING OUR PRODUCTS, YOU ARE ACCEPTING THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE WEBSITE. IMPORTANT: THESE TERMS CONTAIN AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION, AND ALSO CONTAINS A CLASS ACTION AND JURY TRIAL RIGHT WAIVER.** Please carefully review Sections 18-20 of these Terms for more information.

2. Changes to the Terms

- A. We regularly update and improve our Website, Products, and Services, and we may at times add, change, or remove features, and these Terms may also need to change. The current version of these Terms will be posted on our Website and will be effective immediately upon posting. By continuing to use the Website or purchase our Products following any such change, you accept and agree to be bound by such modified Terms.
- B. If you do not agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services

in any way after a change to the Terms is effective, that means you agree to all of the changes.

3. **Acknowledgement of Federal Law.** You acknowledge that our Website, Products, and Service is only for residents of the State of California who are at least 21 years of age. You acknowledge and represent to us that you are familiar with and assume full responsibility for cooperating with all laws regarding the use, possession, and consumption of medical or recreational cannabis of the State of California and your local municipality. You are responsible for ensuring that your use of the Website, Products, and Services is compliant with all applicable laws and regulations. You acknowledge that cannabis is included on Schedule I under the United States Controlled Substances Act. Under the federal laws of the United States of America use, possession, consumption, and interstate transportation of cannabis is illegal under federal law, and individuals are subject to arrest and/or prosecution by applicable federal enforcement agencies. Keep all cannabis-containing products out of reach of children and animals. Intoxicating effects of cannabis-containing products may be delayed up to two (2) hours. Use of cannabis-containing products while pregnant or breastfeeding may be harmful. Consumption of cannabis-containing products impairs your ability to drive and operate machinery, please use extreme caution.
4. **Purchase and Payment**
 - A. All Products advertised on the Website which contain cannabis are offered by the Pamos facility solely in locations where and under conditions in which such products may be legally sold.
 - B. Pricing for our Products and Services are described in the applicable Website page. We may change our prices at any time, and will be effective when posted. All amounts are due in full upon delivery of the Product to you. **All payments must be made only in cash (or debit card where accepted) in US dollars and paid to the delivery driver.** No refunds are provided.
 - C. When you select a Product to purchase on our Website, your order will be filled by a third-party dispensary not related to Pamos. Your completion of your purchase on that company's website, or third-party front end, (regardless of the similarity in appearance to our Website) is separate from our Website.
5. **Privacy**
 - A. **Personal Information.** We will maintain and use your "Personal Information" as defined in, and according to our Privacy Policy, and which may be modified from time to time in our discretion, which modifications are effective as of the date posted on our Website. Your continued access or use of the Website or purchase or use of our Services indicates that you agree with such modifications.
 - B. **Use By Minors.** We do not knowingly collect or solicit Personal Information from children under 21. If you under 21, please do not attempt to register for the Services or send any Personal Information about yourself to us. If we learn we have collected Personal Information from a child under 21, we will delete that information as quickly as possible. If you believe that someone under 21 may have provided us Personal Information, please contact us.

6. **Registration; Account Ownership**

- A. The Website and Products are intended for access and use by individuals who are at least 21 years old, and by agreeing to the Terms you represent (i) that you are at least 21 years old and reside in a state, region, or country in which the Services may legally be provided, (ii) you are the person whose name and other information have been provided for the account that you have or are creating, and, (iii) that your registration and your use of the Services is in compliance with any and all applicable laws and regulations.
- B. All of the information that you supply to us in creating your User account (where account creation is permitted) must be accurate. You are responsible for maintaining the confidentiality of your account and password. We reserve the right to invalidate and require you to change your password if we believe it has become unsecure. We may reject any user name that violates these Terms, including any user name that uses another person's identity or that violates our community and content guidelines. We may use the email you provide to us in your User account profile to provide you with service messages and updates. By becoming a User you are consenting to the receipt of these communications. If you are registering on behalf of your organization, you agree that your organization, and not us, are responsible for authorizing, deauthorizing and administering account access.

7. **Availability.** We shall use commercially reasonable efforts to provide continuous access to the Website. We do not guarantee that the Website will be accessible at all times. The Website may be unavailable during maintenance periods or during an emergency. In addition to normal maintenance, there may be events that will make the Website inaccessible for a limited amount of time due to unforeseen circumstances. We have the right to refuse to provide access to the Website or any part thereof. We shall not be liable to you or any other person, firm or entity for any unavailability of the Website or Services if such failure is due to any cause beyond our reasonable control.

8. **Restrictions on Use of the Website**

- A. You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:
- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
 - For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
 - To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
 - To impersonate or attempt to impersonate us, our employees, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

- In any manner that could disable, overburden, damage, or impair the Website or interfere with any third party's use of the Website, including their ability to engage in real time activities through the Website.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website or expose them to liability.

B. Additionally, you agree not to:

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

9. **User Feedback; Third-Party Social Media Postings**

- A. By submitting any ideas or suggestions to us (through our Website, social media sites, or other digital platforms, or through Google, or other review sites, or other means) related to improvements to the Website or Services (collectively, the "**Feedback**") you agree that such Feedback shall be deemed, and shall remain, our property, and you agree to and do hereby assign to us all your right, title, and interest in and to all Feedback (including without limitation intellectual property rights and moral rights) without compensation or further notice to you. We shall be entitled to use of the Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation or further notice to you. None of the Feedback shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Feedback.
- B. By posting or submitting for posting User Content to our Facebook, YouTube, Instagram, or other social media pages or platforms, or on other websites, e.g., Facebook, Google, Yelp, Trip Advisor, etc., you agree to and do hereby grant us and our licensors, affiliates, partners, successors and assigns, a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, transferrable, royalty-free right and license to use, store, display, publish, transmit, transfer, distribute, reproduce, rearrange, edit, modify, aggregate, summarize, translate, create derivative works of and publicly perform the User Content that you post or otherwise submit to us for any purpose, in any form, medium, or technology now known or later developed.

10. User Content

- A. The Website may, now or in the future, permit the posting or submission for posting of content, including, but not limited to, reviews, comments, or other textual content, files, images, photographs, videos, animation, sounds, musical works, data, or other materials and content by you (collectively, “**User Content**”). We do not endorse or approve any User Content submitted or posted. We respect the intellectual property rights of others. You must have the legal right to submit to us or, where permitted, post any User Content to the Website. You are solely responsible for any User Content that you create, transmit, or display while using the Website. All User Content you post or submit for posting to the Website is deemed nonconfidential.
- B. You agree to not submit, upload or post any User Content to the Website that infringes or may infringe the copyright, trademark or other intellectual property rights of a third party nor may you submit User Content that violates any third party’s right of privacy or right of publicity. You may submit only User Content permitted by the owner or by law.
- C. You agree to not engage, or permit others to have access to your login credentials to engage, in the practices of “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information or content.
- D. You also agree to take sole responsibility for any royalties, fees or other monies owed to any person or entity by reason of any User Content you post or transmit through the Website we provide.
- E. User Content License from You
 - i. You retain copyright and any other rights you already hold in User Content which you submit, post or display on or through, the Services. When you post or submit for posting User Content to the Website, you agree to and do hereby expressly grant to us and to our affiliates, parents, subsidiaries, agents, representatives, licensors or other third party partners, and our successors and assigns, a nonexclusive, worldwide, perpetual, irrevocable, transferrable, sub-licensable license and right to use, without restriction, including, but not limited to the right to quote, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display or perform the User Content and to provide such User Content to any other user of the Website or the Service, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party (collectively, the “**License**”). You grant us all licenses, consents and clearances to enable the use such User Content for such purposes. You waive and agree not to assert any moral or similar rights you may have in such User Content.
 - ii. You agree that this License includes a right for us to make such User Content available to other companies, organizations or individuals with

whom we have relationships for the provision of services, and to use such User Content in connection with the provision of those services.

- iii. You understand that we, in operating the Website and/or in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your User Content as are necessary to conform and adapt that User Content to the technical requirements of connecting networks, devices, services or media. You agree that the License shall permit us to take these actions.

F. User Content Submission and Posting Guidelines.

- i. You are responsible for all User Content that you submit to us. You may not submit or post User Content that:
 - ii. Is not your own original creation or that you do not have permission to use (keep in mind that just because something on the internet does not have a copyright notice on it doesn't mean you can use it without permission);
 - iii. Infringes the copyright, trademark, patent right, or other proprietary right of any person or that is used without the permission of the owner;
 - iv. You know to be inaccurate;
 - v. Is pornographic, sexually explicit, or obscene;
 - vi. Exploits children or minors;
 - vii. Violates the rights of privacy or publicity of any person;
 - viii. Is harassing, libelous, slanderous, or defamatory;
 - ix. Contains any personally identifying information about any person without their consent or about any person who is a minor;
 - x. May be deemed generally offensive to the Website community, including blatant expressions of bigotry, prejudice, racism, hatred, profanity or religious or political radicalism;
 - xi. Includes advertisements, promotions, solicitations, spam, or offers to sell any goods or services for any commercial purpose;
 - xii. Is off topic;
 - xiii. Is intended to provide professional advice, including but not limited to, the provision of medical treatment, or legal, financial or investment advice;
 - xiv. Is intended to solicit, recommend, endorse, or offer to buy or sell any securities or other financial instruments, tout stocks, or recommend that any particular security, portfolio of securities, transaction, or investment strategy is suitable for you or any specific person;
 - xv. Violates any local, state, federal, and/or international laws or regulations;
 - xvi. Promotes or provides instructional information about illegal or illicit activities;

- xvii. Contains software viruses or any other computer code, files, or programs designed to destroy, interrupt, or otherwise limit the functionality of any computer software, computer hardware, or other equipment; or,
 - xviii. Is intended to overwhelm, cause technical disruptions of or denial of service to the Website.
- G. Removal of User Content. We reserve the right (but have no obligation) to remove, block, edit, move or disable User Content that is objectionable to us for any reason. The decision to remove User Content at any time is in our sole and final discretion. To the maximum extent permitted by applicable law, we do not assume any responsibility or liability for User Content or for any failure to or delay in removing User Content or other Content. You are solely responsible for your User Content and may be held liable for User Content that you post.
- H. DMCA Notice. If you believe that any content on the Website violates these Terms or your intellectual property rights, you can report such violation to us in accordance with the Digital Millennium Copyright Act (17 U.S.C. §512, “DMCA”). In the case of an alleged infringement, please provide the following information:
- i. A description of the copyrighted work or other intellectual property that you claim has been infringed;
 - ii. A description of where the material that you claim is infringing is located on the Website (including the exact URL);
 - iii. An address, a telephone number, and an email address where we can contact you;
 - iv. A statement that you have a good faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
 - v. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner’s behalf; and,
 - vi. Your electronic or physical signature, or that of the person authorized to act on behalf of the owner of the copyright or other right being infringed.

We may request additional information before we remove allegedly infringing material. You may report a copyright violation by providing the above information to the designated agent listed below.

Pamos Beverage Company, Inc.
Attn: David Mukpo
Address: 5921 ½ Dauphin St., Los Angeles, CA 90034
Email: david@pamos.com

We have the right to terminate the user account of any user who repeatedly submits content that violates our policies. A repeat infringer is a user who has been notified

of infringing activity more than twice and/or has had User Content removed from the Website more than twice.

11. **Term; Termination**

- A. Term. These Terms shall commence upon your use of the Website or the Service and shall continue until terminated.
- B. Termination.
- i. We reserve the right to deactivate any accounts which have not been active for at least six (6) months. We reserve the right to delete data in deactivated accounts.
 - ii. We reserve the right to stop providing the Website or the Service to you or access to the Website at any time for any reason and without prior notice.
 - iii. We reserve the right, in our sole discretion, to close your account, without prior notice, for any one or all of the following: (i) if you breach, whether intentionally or unintentionally, any of these Terms, or any of our rights; (ii) if we do not receive a written response from you within 48 hours of any notice sent to you by us relating to your abuse of the Website or violation of these Terms; or, (iii) if, in our judgment, your use of the Website or the Service has the potential to pose any harm to us or to any of our affiliates, partners, service providers or customers. In the event of any such closure of your account, you will not be eligible for a refund of any fees and you may be prohibited from reopening your account, opening a new account or accessing any existing account. You agree that we shall not be liable, in any way, for any closure pursuant to this section of the Terms.

12. **Intellectual Property**. You agree that use of the Website and the Services does not constitute any basis for ownership of the Website and that we, our affiliates or our licensors own all legal right, title, and interest in and to the Website and all information, materials, images, software, photographs, articles, functions, text, and other content solely provided by or on our behalf on the Website (specifically excluding any User Content that is, as between you and us, your property but licensed to us). The Website and the selection and arrangement thereof, are protected under the copyright laws and other intellectual property laws of the United States and other countries. We reserve all rights not expressly granted herein in and to the Website. Unless otherwise noted, our name and all other trademarks, service marks, trade names, logos or other designations of source displayed on the Website are our property, or that of our affiliates or licensors. All third party trademarks, service marks, trade names, logos or other designations of source are the property of their respective owners. Nothing on the Website shall be construed as granting any license or right not expressly set forth herein. Any unauthorized use of the Website will terminate the permission or license granted herein and may violate applicable law.

13. **Disclaimers**. THE WEBSITE AND THE CONTENT, MATERIALS, INFORMATION, SERVICES, AND PRODUCTS DESCRIBED AND/OR OFFERED FOR SALE ON THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, VIDEOS, AND LINKS, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER STATUTORY OR IMPLIED

OTHER THAN AS EXPRESSLY STATED HEREIN. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM COURSE OF DEALING, OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR RELATED TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR RELATED TO THE SERVICES OR THE SERVER THAT ENABLES THE SERVICES TO BE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE CONTENT ON THE WEBSITE IN TERMS OF ITS COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. DEPENDING ON THE STATE IN WHICH YOU RESIDE SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

14. **Limitation of Liability**

A. WE SHALL NOT BE LIABLE FOR ANY DAMAGES YOU OR ANY OTHER PERSON OR COMPANY MAY SUFFER. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF THE WEBSITE, SERVICES, OR PRODUCTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF OUR OR OUR CONTRACTORS' SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOW OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY US OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY THIRD PARTY'S USE OF THE WEBSITE, ANY LOSS THAT MAY OCCUR DUE TO ANY LOSS OF THE SERVICE, THE USE OF THE WEBSITE OR THE SERVICE, ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEBSITE OR THE SERVICE, THE NON-DELIVERY OR MIS-DELIVERY OF DATA BETWEEN YOU AND US, EVENTS BEYOND OUR REASONABLE

CONTROL, THE NON-RECOGNITION OF OUR HOSTING SERVERS, THE PROTECTION OR PRIVACY OF ELECTRONIC MAIL OR OTHER INFORMATION TRANSFERRED THROUGH THE INTERNET OR ANY OTHER NETWORK PROVIDER OR SERVICE ITS CUSTOMERS MAY UTILIZE, OR THE APPLICATION OF ANY POLICY SET FORTH HEREIN.

- B. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US, OUR OWNERS, SUBSIDIARIES, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS ARISING OUT OF OR RELATING TO THE WEBSITE, SERVICE, OR ANY USER CONTENT IS TO STOP USING THE WEBSITE OR THE SERVICES AND TO CANCEL YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR OWNERS, SUBSIDIARIES, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON OR COMPANY REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE WEBSITE. IN NO CASE SHALL THE TOTAL AGGREGATE LIABILITY OF US, OUR OWNERS, SUBSIDIARIES, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS TO YOU EXCEED ONE HUNDRED DOLLARS (US\$100).
- C. Exceptions by Some States or Countries on Non-Allowance of Exclusion.
- i. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR OTHER WARRANTY LIMITATIONS OR OTHER RESTRICTIONS, IN WHICH CASE THE ABOVE EXCLUSIONS OR RESTRICTIONS DO NOT APPLY TO YOU, BUT ONLY TO THE EXTENT REQUIRED BY APPLICABLE LAW.
 - ii. **NOTICE TO CALIFORNIA RESIDENTS:** IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
15. **Indemnification.** By utilizing the Website, any of our Products, or the Service, you agree to indemnify and hold us and our officers, directors, employees, agents, and affiliates harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by us through your use of the Website, Products, or the Services or your posting or submission of User Content (if permitted) in violation of these Terms (including, but not limited to, negligent or wrongful conduct, infringement of any third party's intellectual property, confidentiality, privacy or publicity rights). We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. This section shall survive any termination of the Terms

16. **Cooperation with Law Enforcement and Government Agencies; Required Disclosures**

- A. You acknowledge that we have the right to investigate and prosecute violations of these Terms, including intellectual property, publicity and privacy rights infringement and website security issues, to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that we have no obligation to monitor your access to or use of the Website or the Services, but we have the right to do so for the purpose of operating the Website, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental or regulatory body.
- B. You understand and agree that we may disclose your Personal Information if required to do so by law, court order, legal process, or subpoena, including to respond to any government or regulatory request (after, if permitted, giving reasonable notice to you and using commercially reasonable efforts to provide you with the opportunity to seek a protective order or the equivalent (at your expense), or if we believe that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates or partners, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce these Terms (including for billing and collection purposes), take precautions against liability, to investigate and defend ourselves against any third-party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our Website; or, (c) to exercise or protect the rights, property, or the safety of us, our users or others.

17. **Taxes.** If any country, federal, provincial, regional, state or local entity with taxing authority over the Service imposes a tax, duty or fee directly on the Service provided to you by us under the Terms (excluding any income, business and occupation, capital gain, death or inheritance, or other indirect taxes), then we may pass the direct amount of such tax on to you, and you shall promptly pay that tax.

18. **Disputes; Resolution**

- A. Time Limitation. Any claim or action against us must be brought within twelve (12) months of the cause arising, otherwise such claim or action is permanently barred.
- B. **MANDATORY BINDING ARBITRATION**
- i. Other than for the grounds set forth in Section 18.C (labeled “Exceptions to Agreement to Arbitrate”), in the event of any dispute, claim, question or disagreement arising from or relating to the Terms or the breach thereof or the access or use of the Website or our Services, or the purchase or use of our Products, the parties hereto shall use reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, such dispute,

claim, question or disagreement shall be resolved by binding arbitration in Los Angeles, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”), subject to the limitations of this Section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing and shall be final. Judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply. The expenses of arbitration, including and the fees and expenses of the arbitrator and the AAA, shall be shared equally by the parties.

- ii. The arbitrator will have no authority to award attorneys’ fees, punitive damages, or any other monetary relief not measured by the prevailing party’s actual damages and each party irrevocably waives any claim thereto. The award may include equitable relief. The arbitrator will not make any ruling, finding, or award that does not otherwise conform to the Terms. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition.
- iii. The parties agree to treat all aspects of the arbitration as confidential, as provided in the AAA Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators’ award may be entered in any court having jurisdiction.

C. Exceptions to Agreement to Arbitrate. You and we agree that we may bypass arbitration and go to court to resolve disputes relating to: (a) your or our intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents), or (b) your violation of our User Content Posting Guidelines.

19. **Class Action Waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. You agree that neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity, and each party hereby waives any right to assert consolidated claims with respect to any disputes**

subject to arbitration under these Terms or any disputes between the parties. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

20. **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right we or you may have to a trial by jury for any legal action arising out of or relating to these Terms or the transactions contemplated hereby.
21. **Location of Operation.** Our Website is operated in the United States of America, and we make no representation that content provided is applicable or appropriate for use in other locations. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Your use of the Website does not subject us to judicial process in or to the jurisdiction of courts or other tribunals in your jurisdiction or location.
22. **Communications/Notice.** By creating a User account or giving us any contact or other information, you agree to and do hereby consent to receive mail and electronic communications (email, text/SMS and by telephone) from us and/or by posting the Communications on the Website (e.g., by posting notices on your account profile page) concerning information and/or our Services (collectively, "Communications"). For Users with an account, Communications may be those that we are required to send to you by law (e.g., data security incident notifications) concerning us, your account or information, the Website, or the Services ("Required Communications"). The Communications may also be those that we send to you for other reasons. You may change the email or mobile phone number on file for your account by visiting your account profile page or by contacting us. You may opt out of receiving all Communications, other than Required Communications, via email by sending a notice to us that identifies your full name, user name and email address; however, you will not receive any further electronic notices from us (other than Required Communications), which notices may include important notices or announcements.
23. **General**
 - A. **Governing Law.** For all legal proceedings arising out of use of the Website, the Services, and/or relating to these Terms, these Terms and the relationship between you and us shall, irrespective of any choice of laws rules, be governed by and construed in accordance with the laws of the State of California. To the extent litigation is permitted pursuant to these Terms, you and we hereby irrevocably and unconditionally submit to the jurisdiction of courts located in Los Angeles, California or the court of competent jurisdiction closest thereto if no court of competent jurisdiction resides therein, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. You and we irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.

- B. Assignment. You may not assign, convey, or transfer (whether by contract, merger or operation of law) (collectively, “assign” or variants) these Terms, in whole or in part, without our prior written consent, which may be granted or withheld by us in our sole discretion. Any attempted assignment in violation of these Terms will be of no power or effect. We may assign these Terms freely at any time without notice. Subject to the foregoing, these Terms will bind and inure to the benefit of each party’s permitted successors and assigns. We reserve the right to, and you hereby consent to, our right to disclose, transfer, and/or assign your Personal Information in connection with a merger, consolidation, restructuring, financing, sale, or other transaction or pursuant to any court proceeding. In addition, if a potential buyer is interested in purchasing us, you agree that we may provide the potential buyer with your Personal Information on a confidential basis and subject to the use restrictions in these Terms.
- C. Agreement. These Terms and our Privacy Policy (and updates to the foregoing) and any other terms agreed to by way of your express consent or your use of the Website or the Services or purchase of Products shall constitute the entire and exclusive understanding and agreement between you and us regarding this subject matter, and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration. The failure of us to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or our right to act with respect to subsequent or similar breaches. The headings of sections and paragraphs in these Terms are for convenience only and shall not affect its interpretation.
- D. Relationship of the Parties. The parties intend that no partnership, joint venture, employee, employer or other relationship is intended or will be created by these Terms. You agree not to hold yourself out as in any way sponsored by, affiliated with, endorsed by, in partnership or venture with, nor as an employee or employer of us, any of our affiliates or respective service providers. There are no third-party beneficiaries to these Terms.
- E. Notices. You agree that we may provide you with notices, including those regarding changes to these Terms, by email to the address you provided at the time of registration or such changed address as you provide to us in your account data. Our address for notices is set for the below.
- F. Contact Us. If you have any questions about this Privacy Policy or our privacy practices, please email us at privacy@pamos.com. You may also visit our “Contact Us” website page [here](#).