

## **A. About Go4Ellis:**

Welcome to Go4Ellis.com. Go4Ellis LLC (“Go4Ellis”, “us”, “we”, or “our”). Go4Ellis is a technology company. Go4Ellis does not provide athletic trainer services. Go4Ellis is the owner and operator of Go4Ellis.com, the Go4Ellis app, and the platform, software, and other support for our services (collectively referred to as our “Website”). Go4Ellis is a Pennsylvania limited liability company.

Our mission is to make it easier to staff athletic trainers at sports and other events where such services are needed or desired. We do this through the services offered on our Website and by the services otherwise offered by us (together with our Website, our “Services”).

**By accessing or using our Services, including viewing or using any feature available through our Website, you (“User”, “Users”, “you”, or “your”), expressly agree to be bound to and to abide by the Terms of Use in this Agreement (“Terms”), our Privacy Policy (which also governs your use of the Website and the Services and informs you of our data collection, use and disclosure practices), and any other policy we may develop from time to time (collectively, “Policies”), which creates a legal and enforceable agreement.**

You agree to be bound by these Terms, whether or not you register for and/or create a User profile (a “Profile”) with us or obtain, transmit, post, send, receive, link, email, or otherwise communicate to us or other users (“Post”): any text, notifications, data, descriptions, links, software, music, sound, photographs, images, video, messages, information, or any other material or input (“Content”) in connection with our Services. If you do not agree to be bound to or to abide by these Terms of Use and our other Policies, do not browse or use our Website or Services.

As set forth in more detail in this agreement, our Services only create a venue to connect Event Operator Users with Athletic Trainer Users. Users of our Services are not our employees, independent contractors, members, partners, joint ventures, affiliates, principals, employers or agents.

## **B. Our Terms of Use:**

1. **Duration of License to Access Services.** Your use of and access to our Website and the Content thereon constitutes a personal, non-transferable, non-assignable, royalty-free, revocable, limited and temporary license (“License”) to use our Website subject to these Terms. Your limited License to use our Website is ongoing and continues until you cease using our Website, as determined by us in our sole discretion, or until your License or ability to use our Website is terminated or restricted by us in our sole discretion.

2. Service Conditions, Promises, Representations and Warranties for Athletic Trainer Users (“ATU”).

- a. This Section 2, collectively, constitutes our ATU Service Conditions, Promises, Representations and Warranties (“ATU Service Conditions”). The ATU Service Conditions and the EOU Service Conditions (defined in Section 3 below) are collectively referred to as the “Service Conditions”.
- b. By use of Services, you, the ATU, agree, covenant, represent and warrant at all times that:
  - i. you are an ATU
  - ii. you are an Athletic Trainer offering services in the United States of America,
  - iii. you are an active member of the National Athletic Trainers’ Association, and your membership is in good standing,
  - iv. you possess all national and/or state certifications or licenses as may be required by law and current professional liability insurance with minimum coverage amounts of \$1,000,000 per occurrence per individual instance/\$3,000,000 per occurrence aggregate, which names Go4Ellis, LLC as an additional insured
  - v. you operate under valid orders of a licensed physician or other healthcare professional, as required by any applicable state law or regulations related to Athletic Trainer operations,
  - vi. you maintain child abuse clearances and all other clearances that may be required of professionals who have interaction with children by the state and/or city, municipality or township in which you may provide or perform services to or for any User.
  - vii. you have reached the age of eighteen (18) years of age or older;
  - viii. you have the right, authority and capacity to agree to and abide by these Terms;
  - ix. you are not currently restricted from using our Services or otherwise prohibited from having a Profile;
  - x. you are not using our Services to compete with us, as determined by us;
  - xi. you will only maintain one Profile with us at any given time;
  - xii. you will not violate any other agreement to which you are a party by agreeing to these Terms and/or using our Services;
  - xiii. you will not violate any rights of ours or a third party, including intellectual property rights such as copyright or trademark rights;
  - xiv. you understand that it is your sole responsibility to acquire any necessary permits, authorizations and other permissions

required for you to work in the United States and any other jurisdiction in which you provide services as an ATU and that you have obtained such permits, authorizations and permissions;

- xv. you have not: (a) been the subject of a complaint, restraining order or any other legal action involving violence, abuse, neglect, fraud, larceny, or any offense that involves endangering the safety of others, including but not limited to sexual abuse, child abuse, or domestic violence offenses; (b) been convicted of a crime of any nature, including any felony or misdemeanor of any kind, including without limitation any sexual, child abuse or domestic violence offenses; or (c) been and/or are not currently required to register as a sex offender in any jurisdiction or with any government entity;
  - xvi. you are not currently out on bail or on your own recognizance pending trial, relating to any felony or misdemeanor charges of any kind, including without limitation sexual, child abuse or domestic violence offenses; and
  - xvii. you and your supervising physician or healthcare provider agree to comply with all applicable federal and state laws with regard to the Services.
- c. By using the Services, you further understand and agree that we may revise the Service Conditions from time to time and require new conditions and certifications and that you will abide by such revised Service Conditions or discontinue using the Services. By your use of our Services after any amendment or change to the ATU Service Conditions you agree to such changes or amendments. In addition, you understand and agree that you must immediately discontinue use of the Services if at any time you no longer meet the ATU Service Conditions, including, without limitation, if at any time any of the above ATU Service Conditions representations and warranties is no longer true.
- d. By using the Services, you further understand and agree that: (i) we make no representation on your behalf that any of the Service Conditions responsibility and warranties are true; (ii) although we reserve the right to do so in our sole discretion, we do not routinely verify that any or all of the Service Conditions are met by any Users (including you); (iii) we are not responsible for assuring that the Service Conditions are met by any Users (including you); and (iv) we are not responsible, and will have no liability, for any action or failure to suspend, terminate or prevent the use of the Services by Users who do not meet the Service Conditions.

- e. You are solely responsible for obtaining the appropriate criminal records checks and references and you agree to make your own evaluations, decisions and assessments about whether to accept any engagements offered by other Users or otherwise interact with other Users. We expressly disclaim, and you expressly release us from, and agree to indemnify, defend, and hold us harmless from any and all liability whatsoever for any controversies, claims, costs, expenses, suits, injuries, losses, harm and/or damages arising, directly or indirectly, from and/or in any way related to: (i) any inaccuracy, untimeliness or incompleteness of a User's representations regarding, or compliance with, the Service Conditions; (ii) any inaccuracy, untimeliness or incompleteness of information obtained or accessed by or through our Services; (iii) any misstatements and/or misrepresentations made by any Users; and/or (iv) any engagement that you accept from any Users.
- f. If you are hired to work any shift via the platform, and you decommit from that shift within 48 hours of the posted start time of the shift, such decommits may negatively impact your profile on the platform and may make it harder for you to find work on the platform in the future.
- g. Although we have no obligation to verify the Service Conditions or conduct any other verifications, we reserve the right to do so in our sole discretion, and you hereby authorize us to take any and all actions that we deem appropriate, in our sole discretion, to verify the representations and warranties you make (including compliance with the Service Conditions) or the other information you provide, which verification may include, without limitation, conducting criminal records checks, sex offender registry checks, motor vehicle records checks, identification verifications, credit checks and/or using available public records. You consent to any collection, use or disclosure by us in order to accomplish such verification, and you agree that we may take such action as we deem appropriate in our sole discretion with respect to any information we learn or obtain about you in connection with any of the foregoing.
- h. In the event that you, as ATU, treat an injury at any event for which you perform services for the Event Operator that generates an Electronic Health Record ("EHR"), you agree to attempt to: 1) obtain a written acknowledgement and consent from the parent (or other legal representative) of the injured minor confirming his, her or their status as such, which acknowledgement is required before Go4Ellis can provide the parent or other legal representative with an electronic copy of the injured minor's EHR; (2) obtain from the parent

or other legal representative written confirmation of their receipt of the notice of your privacy practices; and 3) to request from the parent or legal guardian an authorization to disclose the EHR to Go4Ellis and authorizing Go4Ellis to maintain the EHR and to use data from the EHR for research, injury prevention, and other purposes.

3. Service Conditions, Promises, Representations and Warranties for Event Operator Users (“EOU Service Conditions”).
  - a. This Section 3, collectively, constitutes our “EOU Service Conditions”.
  - b. To be an Event Operator User (“EOU”), and by EOUs use of Services, you, the EOU, agree, covenant, represent, and warrant that at all times:
    - i. you are, an adult residing within the United States of America over the age of 18 or an organization or entity authorized to conduct business and/or operate the event and that you are authorized to retain the services of an Athletic Trainer;
    - ii. you are seeking the services of an Athletic Trainer for a sporting or other event or occurrence that is a legal activity within the jurisdiction where such sporting or other occurrence will take place; and
    - iii. the activity for which you seek athletic trainer services will comply with all federal, state, local and other, laws, ordinances, orders, license requirements, and regulations.
  - c. By using the Services, you understand and agree that we may revise the EOU Service Conditions from time to time and require new conditions and certifications and that you will abide by such revised Service Conditions or discontinue using the Services. By your use of our Services after any amendment or change to the EOU Service Conditions you agree to such changes or amendments. In addition, you understand and agree that you must immediately discontinue use of the Services if at any time you no longer meet the EOU Service Conditions, including, without limitation, if at any time any of the EOU Service Conditions representations and warranties is no longer true.
  - d. By using the Services, you understand and agree that: (i) we make no representation on your behalf that the EOU Service Conditions representations and warranties are true; (ii) although we reserve the right to do so in our sole discretion, we do not routinely verify that any or all of the Service Conditions are met by any Users (including you); (iii) we are not responsible for assuring that the Service Conditions are met by any Users (including you); and (iv) we are not responsible, and will have no liability, for any action or failure to

suspend, terminate or prevent the use of the Services by Users who do not meet the Service Conditions.

- e. You are solely responsible for reviewing any relevant documents, including but not limited to the resume, national and/or state certifications or licenses, professional liability insurance documentation, physician's orders, and child abuse and other clearances of any other User, and you agree to make your own evaluations, decisions and assessments about whether to engage other Users to perform services or otherwise interact with other Users. We expressly disclaim, and you expressly release us from, and agree to indemnify, defend, and hold us harmless from any and all liability whatsoever for any controversies, claims, costs, expenses, suits, injuries, losses, harm and/or damages arising, directly or indirectly, from and/or in any way related to: (i) any inaccuracy, untimeliness or incompleteness of a User's representations regarding, or compliance with, the Service Conditions; (ii) any inaccuracy, untimeliness or incompleteness of information obtained or accessed by or through our Services; (iii) any misstatements and/or misrepresentations made by any Users; and/or (iv) any engagement of a User to provide or perform services.
- f. Go4Ellis will automatically generate an Emergency Action Plan for your sporting event or other occurrence based on the accuracy of the information that you enter when posting your sporting event or other occurrence. You understand that you are solely responsible for entering accurate information when posting your sporting event or other occurrence. We expressly disclaim, and you expressly release us from, and indemnify, defend, and hold us harmless from any and all liability whatsoever for any controversies, claims, costs, expenses, suits, injuries, losses, harm and/or damages arising, directly or indirectly, from and/or in any way related to any inaccuracy, untimeliness or incompleteness in the posting of your sporting or other occurrences.
- g. If it becomes necessary to cancel a sporting event or other event you have posted on Go4Ellis, you are solely responsible for making sure that you remove the event from the platform prior to the posted start time. If you fail to remove the posted event from the platform prior to the posted start time you may be charged up to the full amount due for the posted event and there will be no refunds issued.
- h. Although we have no obligation to verify the Service Conditions or conduct any other verifications, we reserve the right to do so in our sole discretion, and you hereby authorize us to take any and all

actions that we deem appropriate, in our sole discretion, to verify the representations and warranties you make (including compliance with the Service Conditions ) or the other information you provide, which verification may include, without limitation, conducting criminal records checks, sex offender registry checks, motor vehicle records checks, identification verifications, credit checks and/or using available public records. You consent to any collection, use or disclosure by us in order to accomplish such verification, and you agree that we may take such action as we deem appropriate in our sole discretion with respect to any information we learn or obtain about you in connection with any of the foregoing.

4. Profiles.

- (a) We require you to create a Profile in order to use our Services. In connection with any Profile, you agree (i) to provide true, accurate, current and complete information about yourself as prompted by our registration form, and (ii) to maintain and promptly update the information you provide to us in order to keep your Profile true, accurate, current and complete. If you use the Website, you are responsible for maintaining the confidentiality of your Profile, user name and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your Profile, user name and password. You may not assign or otherwise transfer your Profile or user name to any other person or entity. You acknowledge that we are not responsible for third party access to your Profile that results from theft or misappropriation thereof. You agree that we have the right, in our sole discretion, to terminate, suspend, or restrict your Profile according to these Terms. You agree to immediately notify us of any unauthorized uses of your user name and password and/or any other breaches of security. There is no assumption by us of your responsibility to notify your local law enforcement agency of any identity theft. You agree we will not be liable for any loss or damages caused by your failure to comply with your security obligations.
- (b) You agree that we may collect and use information from you as described in our Privacy Policy. You also agree that we may use automated methods to analyze information about your User behavior, system settings, devices used, and User preferences.

5. Content.

- (a) By Us. All Content on our Website or obtained from a Linked Site (defined below) are provided to you "AS IS". Any statements made by us and available through our Services are opinions only. We expressly disclaim

all liability related to the accuracy or reliability of any opinion, advice, or Content on our Website or reliance on any of the foregoing. The information regarding our Services published on our Website may include inaccuracies or typographical errors. We do not warrant or represent that the Content available through our Services is complete or up-to-date.

- (b) Linked Sites. Our Services may link to other sites by allowing you to leave our Website to access third-party material or by bringing third-party material into this Website via ‘inverse’ hyperlinks and framing technology (a “Linked Site”). We have no discretion to alter, update, or control the Content on a Linked Site. Any such links to Linked Sites are provided to you only as a convenience, and the fact that we have provided a link to a Linked Site is not necessarily an endorsement or affiliation with respect to such Linked Site, its owners, or its providers.
- (c) Transmitted by You. You are solely responsible for and retain all rights in the Content that you communicate to us or transmit to other Users and/or Post. You understand and agree that we can delete any Content in our sole discretion and exclusive judgment. You also agree that by sending Content to us or transmitting Content on our Services you automatically grant to us an irrevocable and perpetual non-exclusive royalty-free license to use, copy, and distribute such Content in any way and to prepare derivative or collaborative works of such Content of any kind, as well as authorize us to sublicense any of the aforementioned Content. You also represent and warrant that any Content provided by you to us will not infringe or violate the intellectual property rights or other rights of any third party. You agree to release us from and to indemnify, defend, and hold us harmless from any and all liability related to any Content provided by you to us. We do not knowingly collect either online or offline, personal information from persons under the age of thirteen. If you are under the age of eighteen, you may not create a Profile or otherwise use the Website or the Services.
- (d) Posted by Users or Others. We do not endorse and are not responsible for (i) the Content provided by other Users, (ii) the accuracy or reliability of any opinion, advice, statement, or Content made through our Services or by communication with you, (iii) any Content provided on Linked Sites, or (iv) the capabilities or reliability of any product or service obtained from a Linked Site. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any opinion, advice, or other Content available through our Website or Services. You agree to release us from any and all liability related to any Content posted by other Users.

- (e) Intellectual Property. The trademarks, logos, and Website marks including the names 'Go4', 'Go4Ellis', our logos, and other graphics used by us ("Go4Ellis Marks") are property of Go4Ellis. You are prohibited from using any Go4Ellis Marks for any purpose, including, but not limited to, use as keywords or metatags on other pages or Websites on the Internet without the written permission of Go4Ellis. All information and Content owned by us and located on our Website is protected by copyright and your access to such information on our Website is strictly permitted through the License granted to you under these Terms. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any Content available on or through our Website for commercial or public purposes. We respect the intellectual property rights of others, and we expect Users to do the same. If you believe that the Content and/or the materials on our Services violate the Digital Millennium Copyright Act of 1998 or are infringing upon another's copyright, trademark or other intellectual property, you may send a written notice to us at [contactus@go4ellis.com](mailto:contactus@go4ellis.com) and provide the following information: (1) physical or electronic signature of the person authorized to act on behalf of the copyright owner; (2) identification of the copyrighted work claimed to have been infringed; (3) a detailed description of the material that you claim is infringing the copyrighted work, together with information sufficient to enable us to locate it; (4) your name, mailing address, telephone number and e-mail address; (5) a statement by you that you believe in good faith that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you that the information in the notice is accurate and, under penalty of perjury, that you are the owner of the copyright allegedly infringed or are authorized to act on behalf of the owner of such copyright.

6. User Interaction.

- (a) OUR SERVICES ONLY CREATE A VENUE TO CONNECT EVENT OPERATOR USERS WITH ATHLETIC TRAINER USERS. ALTHOUGH WE ANTICIPATE THAT USERS WILL PRIMARILY ENGAGE ATHLETIC TRAINING SERVICES FOR YOUTH SPORTING EVENTS AND OTHER SIMILAR EVENTS, WE MAKE NO REPRESENTATION REGARDING AND HAVE NO CONTROL OVER THE SERVICES REQUESTED OR PROVIDED BY USERS. **USERS ARE NOT EMPLOYEES, INDEPENDENT CONTRACTORS, PARTNERS, MEMBERS, EMPLOYERS, PRINCIPALS OR AGENTS OF GO4ELLIS.** WITH THAT IN MIND, YOU UNDERSTAND AND AGREE THAT WE:
- (i) do not employ, recommend or endorse any Users and have no control over the services provided or requested, the manner of services rendered, supervision, acts or omissions of any other User in any way using or having used the Services, on or off our Website;

(ii) do not directly or indirectly supervise, control or direct the conduct or performance of any User, including the tools or methods of any User;

(iii) are not responsible for any User's compliance or non-compliance with applicable employment and other laws in connection with any service-based relationship they establish with another User (such as applicable payroll, tax and minimum wage laws);

(iv) make no representations or warranties about the quality or legality of the services provided by any User or about interactions or dealings with other Users; and

(v) are not responsible for the performance or conduct of any User or other third parties in any way using or having used the Services, on or off the Website.

(B) Although we reserve the right to do so, we do not screen Users or conduct any kind of identity or criminal records checks. As such, Users should exercise caution and perform their own screening before connecting with a User through the Services, meeting anyone, hiring anyone or accepting any engagement. We expressly disclaim, and you expressly release us from, and agree to indemnify, defend, and hold us harmless from any and all liability whatsoever for any controversies, claims, costs, expenses, suits, injuries, losses, harm and/or damages arising, directly or indirectly, from and/or in any way related to the Services or your interactions or dealings with other Users, including without limitation any acts and/or omissions of Users in any way using or having used the Services, on or off our Website. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR SUCH USE AND THE CONNECTIONS YOU MAKE AND THAT ALL USE OF OUR SERVICES IS AT YOUR SOLE RISK. YOU FURTHER ACKNOWLEDGE THAT WE ARE NOT INVOLVED IN THE ACTUAL TRANSACTIONS BETWEEN USERS AND HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF ANY SUCH TRANSACTION.

7. Termination Restriction and Suspension of Profile or License.

(a) Termination. You have the right to terminate your License to use our Services and/or your Profile at any time and for any reason by notifying us in writing (email to [contactus@go4ellis.com](mailto:contactus@go4ellis.com) is acceptable). Such termination and removal of your Profile will be effective within a commercially reasonable time after we receive notification of your desire to terminate your Profile with us, and any Fees (defined below) owed are paid to us. We retain the right to terminate, restrict or suspend your Profile and/or your License to use or access our Services at any time in our absolute and sole discretion, without prior notice, for any reason or no reason. Should we elect to take any of the aforementioned actions,

your License and/or your Profile shall automatically be revoked. Failure to comply with these Terms or any of our Policies constitutes a breach of these Terms which may result in us restricting, suspending, or terminating your Profile and/or your License to use our Services, in addition to any other remedy available to us. Failure to address any said breach caused by you or another party does not waive our right to act on similar breaches.

- (b) After Termination. Upon termination of your License for any reason, you agree not to browse, use, or otherwise access our Website in any way. You agree that we may take any measures we deem necessary to prevent you from using our Website, including by blocking your IP address. You agree that after termination of your License, we are not obligated to retain or provide to you any Content or personally identifying information which was collected by us, but we may elect to do so in our sole discretion. Termination of your License shall not affect any of our rights under Section 5(c) above with respect to the granting to us of an irrevocable and perpetual non-exclusive royalty-free license to license to your Content.

8. Payment.

- a. We may charge a fee to Users in connection with accessing our Services and/or Posting inquiries or Profiles (“Fee(s)”).
- b. We charge two separate fees: (i) we charge EOU’s a usage fee for each transaction between an EOU and ATU; and (ii) we charge ATU’s a payment processing fee equivalent to a percentage of total ATU compensation for each transaction. Our fees are set forth in our Fee Schedule, and we may change this fee structure fully or in part in the future upon reasonable notice to Users. However, we may charge a Fee for your continued use of our Services.
- c. In the event we institute a Fee for use of our Services, you agree to pay us the Fees then in effect, and you authorize us to charge your chosen payment method in connection therewith. In connection with any Fees paid by you to us for Services, whether you pay any such funds to us via our Website or otherwise, you agree: (i) to only provide valid and current payment information, (ii) that we may use the tools, software or services of our payment processors to process transactions on our behalf; and (iii) that you will promptly pay all amounts due upon demand. We are not responsible or liable for any activities or conduct of a payment processor or any other third party involved in the processing of any payments made by you, and you agree to hold us harmless, and expressly release us, from any and all

liability arising from the conduct of any such party. You understand and agree that we offer no refunds of Fees for any reason whatsoever, including refunds for any fees or partial fees that are forfeited due to restriction, suspension or termination of a Profile. However, notwithstanding the preceding sentence, we reserve the right to refund all or part of Fees paid to us, if we, in our sole discretion, determine that such action is necessary or desirable.

9. Use Restrictions.

Our Services are intended to be used only for lawful purposes by individuals seeking to perform services for others. You may not use (or plan, encourage or help others to use) our Services for any purpose or in any manner that is prohibited by these Terms or by applicable law. It is your responsibility to ensure that your use of our Services complies with these Terms. By using our Services, you agree at all times that you shall not: (a) copy, distribute, or modify any part of our Website without our prior written authorization; (b) act dishonestly or unprofessionally by engaging in unprofessional behavior or by posting inappropriate, inaccurate, or objectionable Content to our Services; (c) transmit any Content which contains software viruses, or other harmful computer code, files or programs; (d) Post Content that falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present; (e) make threats or use profanity; (f) harass, stalk or intimidate other Users; (g) manipulate or exclude identifiers in order to disguise the origin of any Content; (h) Post personally identifying information about yourself or others to us or on our Website (if you Post this information about you or others, it will be public information and we are not responsible for how others may use it); (i) disrupt the networks connected to our Services, including but not limited to, by: attempting to probe, scan or test the vulnerability of our Services, attempting to breach security or authentication measures without proper authorization, or attempting to interfere with our Services or a User, by means such as overloading, "flooding", "mailbombing" or "crashing"; (j) circumvent, disable or otherwise interfere with security-related features of our Services or features that prevent or restrict use or copying of any Content or that enforce limitations on use of our Website; (k) collect Content or information from our Website, or otherwise access our Website, by using any automated means, including without limitation, "robots," "spiders," "scrapers" and "offline readers," without our prior written approval which we may revoke at any time; (l) collect or harvest any personally identifiable information from our Services; (m) use any communications systems provided by our Services to send unsolicited or unauthorized commercial communications, including without limitation by email, SMS, MMS, or any other means; (n) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on our Website; or (o) use our Services to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible,

or inappropriate purpose, or in any manner that breaches these Terms or is otherwise objectionable, as determined by us in our sole discretion.

10. Not Professional Advice.

None of the materials, Content, or information available on or through our Services constitutes employment, career, financial, legal, medical, tax or other professional advice. You are encouraged to obtain advice tailored to your particular situation from a qualified professional if you have any questions regarding any such matters.

11. Dispute Resolution.

- (a) In the event that any dispute arises between us, including but not limited to a dispute with respect to, or arising out of, these Terms or any of our Policies, which are incorporated by reference herein, upon our election in our sole discretion, such dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, in Philadelphia, Pennsylvania, and at our option, such arbitration shall be before a single arbitrator selected in our sole and absolute discretion. In the event we elect not to require that a dispute arising hereunder be submitted to binding arbitration, any such dispute shall nevertheless be litigated in the State courts located in Philadelphia County, Pennsylvania or in the Federal U.S. District Court for the Eastern District of Pennsylvania, as the case may be. By using our Services, you irrevocably agree and consent to be bound to personal jurisdiction of and venue selection in the State courts located in Montgomery County, Pennsylvania or in the Federal U.S. District Court for the Eastern District of Pennsylvania, whether either arbitration or litigation arises between us and you.
- (b) YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR WITHIN SUCH SHORTER OR LONGER TIME REQUIRED BY ANY STATUTE, REGULATION, OR OTHER LAW. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- (c) Each party shall pay its own proportionate share of arbitrator fees and expenses, including the fees and expenses of the arbitrator and the arbitration fees and expenses of the American Arbitration Association. Each party shall be responsible for its own attorneys' fees, subject to fee shifting provisions of any applicable law.
- (d) YOU AND GO4ELLIS AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A

PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND GO4ELLIS AGREE OTHERWISE, THE ARBITRATOR OR COURT MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR OR COURT MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER GO4ELLIS USERS

12. DISCLAIMER OF WARRANTIES.

- (a) The information and materials contained on our Services, including text, graphics, information, links or other items are provided "AS IS", "AS AVAILABLE". Further, opinions, advice, statements, offers, or other information or Content made available through the Services, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such Content. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DO NOT: (i) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS; (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY; (iii) WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (iv) GIVE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY EXCLUDE ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.
- (b) IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY USER OF OUR SERVICES TO PROVIDE WORK OR OF ANY USER PERFORMING WORK FOR ANOTHER USER.

13. Assumption of Risk.

Users assume all risk when using our Services, including but not limited to all of the risks associated with any online or offline interactions with Users of the Services. You agree to take all necessary precautions.

14. Limitation of Liability.

- (a) In no event will we be liable for any direct, indirect, punitive, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use our Services, including without limitation damages related to any transaction conducted between Users, information received from our Services, removal of Content from Website, including Profile information, any email distributed to any User or any Linked Site or use thereof or inability to use by any party, or in connection with any termination of your Profile or ability to access our Services, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if we, or our representatives, are advised of the possibility of such damages, losses or expenses. UNDER NO CIRCUMSTANCES WILL OUR AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THESE TERMS OR THE USE OF THE SERVICES, EXCEED THE LESSER OF (X) THE AMOUNT OF FEES PAID BY YOU DURING THE 12-MONTH PERIOD PRIOR TO THE COMMENCEMENT OF SUCH ACTION AND (Y) FIVE-HUNDRED DOLLARS (\$500.00). You agree that without these limitations on our liability we would not be able to provide the Services to you and that these limitations shall apply even if it would cause your remedies under these terms to fail of their essential purpose.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, PUNITIVE, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER USERS OF OUR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE PROFILES UNDER FALSE PRETENSES OR WHO ATTEMPT TO, OR DO, DEFRAUD OR HARM YOU.

- (c) In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on our Services is for informational purposes only and is not intended to replace or substitute for any financial, medical, legal, tax or other professional advice. We make no representations or warranties, and expressly disclaim any and all liability, concerning any treatment, action by, or effect on any person following the information offered or provided within or through our Services. If you have specific concerns or a situation arises in which you require any such professional advice, you should consult with an appropriately trained and qualified professional.

15. Indemnification.

- a. You agree to indemnify, defend, and hold harmless Go4Ellis and our officers, directors, shareholders, members employees, managers, subsidiaries, other affiliates, successors, assignees, agents, advisors, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners and resellers (“Affiliates”) from and against any and all claims, losses, expenses and demands of liability, including reasonable attorneys’ fees and costs incurred by us and our Affiliates in connection with any claim, liability, loss, expense or demand (including but not limited to any claims by third parties and intellectual property claims) arising, directly or indirectly, out of or otherwise relating to (i) materials and Content you Post through our Services, (ii) your use of the Services (iii) your violation of these Terms, our Policies or any applicable law (iv) bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions and (v) your breach of, or the inaccuracy of, your representations and warranties.
- b. You further agree that you will cooperate as reasonably required in the defense of such claims.
- c. We and our Affiliates reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not, in any event, settle any claim or matter without our written consent. You further agree to hold us and our Affiliates harmless from any claim arising from a third party’s use of information, Content, or materials of any kind that you Post to our Services.

16. Choice of Law.

These Terms, our Privacy Policy, and any other Policies and any and all matters arising out of or relating to them, and the Services described herein or provided by Go4Ellis, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

17. Severability.

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

18. Compliance.

You represent and warrant that you shall comply with all applicable laws, statutes, ordinances, and regulations regarding use of our Website and Services.

19. Entire Agreement; Modification.

These Terms together with our Policies any other document referenced herein, constitute the entire understanding between Go4Ellis and you with respect to the subject matter hereof. You agree that we may amend, modify, or alter these Terms or our Policies at any time in our sole discretion and that the publishing of the most recent Terms or Policies on our Website, together with your continued use of our Services after such publication shall constitute your acceptance of any such subsequent Terms or Policies.

20. Feedback.

Please send your comments, concerns, or questions to: [contactus@go4ellis.com](mailto:contactus@go4ellis.com). While we encourage you to provide feedback, comments and questions, it is possible that we may not be able to respond to all feedback we receive.

21. Electronic Communication.

Visiting [www.Go4Ellis.com](http://www.Go4Ellis.com) or sending emails to [contactus@Go4Ellis.com](mailto:contactus@Go4Ellis.com) constitutes electronic communications. You consent to receive electronic communications and you agree that all notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.