

TERMS OF USE
Last modified April 1, 2020

1. BINDING CONTRACTUAL TERMS

By using the website(s) of the Sephardic Community Alliance (“SCA” or “We”), or any other website operated by SCA and containing a link to these terms of use (the “Website”), including all Content (as defined below) available through the Website, or by accessing, downloading, or using any associated content provided by SCA (collectively the “Service”), the person or entity accessing, downloading or using the Service (“You”) signifies (a) that You have read and understood these Terms of Use (which include the Privacy Policy scaupdates.org/privacy), and (b) that these Terms of Use have the same force and effect as a signed agreement. The Service is provided by SCA, a New York not-for-profit corporation.

You affirm that You are either more than 18 years of age or the age of majority in our jurisdiction, whichever is greater, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, warranties, and indemnification set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In addition, You affirm that You have not been previously suspended or removed from the Service.

ATTENTION: PLEASE READ THESE TERMS OF USE AND OUR PRIVACY POLICY, WHICH IS PART OF THESE TERMS OF USE, CAREFULLY BEFORE ACCESSING, USING OR DOWNLOADING THE SERVICE. ACCESSING, USING OR DOWNLOADING ANY PART OF THE SERVICE INDICATES THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF USE AND PRIVACY POLICY IN FULL. IF YOU DO NOT ACCEPT THESE TERMS OF USE AND PRIVACY POLICY, DO NOT USE THE SERVICE.

We reserve the right to modify or discontinue the Service (or any portion of the Service), temporarily or permanently, with or without notice to You, and are not obligated to support or update the Service. You agree that SCA will not be liable to You or any third party in the event that we exercise our right to modify or discontinue the Service (or any portion of the Service). Unless explicitly stated otherwise, any new features that augment or enhance the current Service will be subject to these Terms of Use.

We may change these Terms of Use at any time. Please review the Terms of Use each time You visit the Service. BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THE TERMS OF USE.

THESE TERMS OF USE REQUIRE BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE OR YOUR ACCESS TO OR USE OF THE SERVICE, AND YOU AGREE THAT ANY SUCH DISPUTE OR CLAIM SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION. PLEASE REVIEW SECTION 16 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE OR YOUR ACCESS TO OR USE OF THE WEBSITE.

These Terms of Use include a disclaimer of warranties, a disclaimer of liability, as well as a release and indemnification by You, and a class action waiver in Sections 4, 6, 8, 10-12, and 16. Please review those sections (and all of the other terms) carefully.

2. PRIVACY POLICY AND OTHER GOVERNING DOCUMENTS

Our Privacy Policy describes the information SCA collects when You and others use the Service. It also describes how SCA uses any personal information You share with it. Our Privacy Policy is part of these Terms of Use. By agreeing to these Terms of Use, You are also consenting to our collection, use, and sharing of Your personal information in accordance with our Privacy Policy. Please Click [here](https://scaupdates.org/privacy) scaupdates.org/privacy to review our Privacy Policy.

In addition to these Terms of Use and the Privacy Policy, your access to and use of the Service is further subject to any other terms, policies, guidelines or rules posted on the Service or otherwise communicated to You by SCA.

3. LINKS TO AND FROM THE SERVICE

The Service may contain links to third party websites and online services (such as apps) that are not owned or controlled by SCA. SCA has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or online services, and You access and use these websites or online services solely at Your own risk. These links are provided for Your reference and convenience only, and do not necessarily imply any endorsement, sponsorship or recommendation of the material on these third-party websites or online services or any association with their operators. In addition, SCA will not and cannot control or edit the content of any third-party website or online service. BY USING THE SERVICE, YOU EXPRESSLY RELEASE SCA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, AND SUPPLIERS (COLLECTIVELY “**THE SCA PARTIES**”) FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS TO OR USE OF ANY THIRD-PARTY WEBSITE OR ONLINE SERVICE AND FROM ANY LOSS OR DAMAGE OF ANY SORT YOU MAY INCUR FROM DEALING WITH ANY THIRD PARTY. Accordingly, we encourage You to be aware when You leave the Service and to read the terms and conditions of use, privacy policies and other applicable governing documents for each other website or online service that You visit.

Except as You have otherwise agreed with SCA in writing, You may link to the Website from Your website, subject to the following: (1) You may not frame the Website or any portion of the Website; (2) You will not override or hinder the functionality of an end-user’s Web browser’s “back” function; (3) the link must be identified using a plain text rendering of the SCA name and not any SCA logo or other logo owned by SCA; (4) You may not use any SCA logo in any way; (5) You may not use the link in any way that suggests that SCA is associated with or endorses You or Your website; (6) the link may not appear on any website that a reasonable person may consider obscene, defamatory, harassing, offensive or malicious, and may not be presented in any way that disparages SCA or damages its rights, reputation, or goodwill; and (7) We may terminate Your right to link to the Website at any time for any reason or no reason.

4. RESTRICTIONS ON USE OF THE SERVICE

In Your use of the Service, You will not:

- use the Service for any purpose other than for using the features we intentionally make available to You;
- transmit or submit any information that SCA, in its sole discretion, determines is confidential (including social security or alternate national identity numbers, sensitive personal information, non-public phone numbers or non-public email addresses), false, misleading, unlawful, infringing, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, offensive, inflammatory, scandalous, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law;
- use the Service if You are under the age of 13;
- copy, download or distribute any part of the Service in any form or medium without the prior written authorization of SCA;
- alter, modify or make derivative works from any part of the Service without the prior written authorization of SCA;

- provide false personal information (including Your birth date) or create an account for anyone other than Yourself (or Your child, in the case of a parent or legal guardian granting consent for the child to use the Website) without permission;
- create another account without our permission, if we have disabled Your account;
- share Your password, let anyone else access Your account, or do anything else that might jeopardize the security of Your account;
- assign or transfer Your account or login information to anyone;
- use web crawlers, web robots, web scutters, ants, automatic indexers, bots, worms, and other such devices in connection with the Service; provided, however, that general purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Service are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent and adhere to all limitations imposed in any applicable robots.txt file or as otherwise posted by SCA;
- use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service;
- obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Service;
- facilitate gambling, gaming, raffles, lotteries, sweepstakes, and/or any other activity featuring the award of a prize;
- impersonate or misrepresent any person or entity or Your affiliation with someone else;
- collect personally-identifiable information of other users;
- harvest information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications;
- remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Service;
- solicit other users to join, become members of, or contribute money to any online service or other organization;
- post or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Service;
- stalk or otherwise harass any person or entity;
- harm minors in any way; or
- violate any applicable local, state, provincial, federal, national or international law or regulation.

SCA may, at its sole discretion, disable or terminate the accounts of any users for any reason, including, but not limited to, the accounts of users who violate these Terms of Use. SCA will fully cooperate with any law enforcement authorities or court order requesting or directing SCA to disclose the identity of anyone violating these Terms of Use.

5. USER SUBMISSIONS

The Service may permit the submission of material, information, comments, feedback, notes, messages, ideas, concepts, know-how, techniques, or other communications submitted by You and other users (“**User Submissions**”). You understand that whether or not such User Submissions are published or posted, SCA (1) does not guarantee any confidentiality with respect to any User Submissions, (2) is under no obligation to pay any compensation for User Submissions, and (3) is under no obligation to respond to or post any User Submissions.

You shall be solely responsible for Your own User Submissions and the consequences of sharing them. By submitting User Submissions to SCA, You hereby grant SCA and its successors, assigns, and affiliates a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers) and transferable license to use, reproduce, distribute, prepare derivative works of, display, publish, broadcast, publicly perform and display, make, use, import, offer to sell, sell, and otherwise transfer and exploit all copyrights, inventions, and other intellectual property rights in the User Submissions in connection with the Service and SCA’s (and its successors’, assigns’, and affiliates’) business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any form and media formats now known or later developed and through any media channels.

In connection with User Submissions, You represent and warrant that You will not transmit, submit, or post material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner to transmit, submit or post the material and to grant SCA all of the license rights granted herein. In addition, You agree to pay for all royalties, fees, and other payments owed to any party by reason of Your transmitting, submitting, or posting User Submissions.

You acknowledge and agree that SCA has no obligation to pre-screen User Submissions, although SCA reserves the right in its sole discretion to pre-screen, refuse or remove any User Submission. Without limiting the generality of the foregoing, SCA shall have the right to remove any User Submission that violates these Terms of Use or that it deems objectionable.

SCA DOES NOT ENDORSE ANY USER SUBMISSION OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED THEREIN, AND SCA EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH USER SUBMISSIONS.

6. INTELLECTUAL PROPERTY

Everything You see, hear, or otherwise experience on the Service, including but not limited to the graphics, videos, text, software, photographs, scripts, software screens, design elements, artwork, templates, layout designs, interactive features and the like, the concepts and ideas underlying the Service, and all statistical, analytical, and other data captured by or through the Service (collectively, “**Content**”) and the trademarks, service marks and logos contained therein (“**Marks**”), are owned by or licensed to SCA, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. SCA owns the copyright in the selection, coordination, arrangement and enhancement of the Content. Any unauthorized use of any materials on the Service may violate copyright, trademark, and other laws.

For Your personal, non-commercial use, You may view, copy, and print pages from the Service. Otherwise, the Service may not be copied, downloaded, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. SCA reserves all rights not expressly granted in and to the Service and the Content. You agree not to access, use, copy, download, or distribute any of the Content other than as expressly permitted herein. You may not incorporate the Content into, or stream or transmit the Content via any hardware or software application or make it available via frames or in-line links unless expressly permitted by SCA in writing. You may not create, recreate, advertise or distribute an index of a significant portion of the Content unless authorized in writing by SCA. You may not build a business using the Content, whether or not for profit. If You copy

or print pages of the Content for personal use, You must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein, nor may You scrape or use any extraction methods to obtain any Content or data from the Service.

7. ADVERTISEMENTS/RELEASE

SCA takes no responsibility for advertisements or any third party material posted on or transmitted through the Service, nor does it take any responsibility for the products or services provided by other service providers with profiles or other Content on the Service (“**Advertisers**”). Any dealings You have with Advertisers found while using the Service are between You and the Advertiser, and You agree that SCA is not liable for any loss or claim between You and any Advertiser.

YOU AGREE THAT YOU BEAR ALL RISK AND YOU AGREE TO RELEASE THE SCA PARTIES FROM ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, NOW AND IN THE FUTURE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE SERVICE AND YOUR TRANSACTIONS WITH ADVERTISERS OR OTHER THIRD PARTIES. YOU FURTHER WAIVE ANY AND ALL RIGHTS AND BENEFITS OTHERWISE CONFERRED BY ANY STATUTORY OR NON-STATUTORY LAW OF ANY JURISDICTION THAT WOULD PURPORT TO LIMIT THE SCOPE OF A RELEASE OR WAIVER. YOU WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS WHICH YOU HAVE OR MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA OR ANY SIMILAR PROVISION OF THE STATUTORY OR NON-STATUTORY LAW OF ANY OTHER JURISDICTION (INCLUDING WITHOUT LIMITATION THE STATES OF MISSOURI, DELAWARE AND PENNSYLVANIA) TO THE FULLEST EXTENT THAT YOU MAY LAWFULLY WAIVE ALL SUCH RIGHTS AND BENEFITS.

8. WARRANTIES

You warrant and represent to SCA as set out below:

- a) The information provided to SCA in any registration screen, profile, email, telephone call or through other means including all personal details, contact details and all other data provided to SCA, is true in all respects, up-to-date and not misleading in any way.
- b) You will keep the information referred to in paragraph (a) up to date.
- c) You will not access the Service under false identity or pretext and will not use it to falsify Your or any other person's identity.
- d) You will comply with all applicable laws and regulations in Your use of the Service.
- e) You will keep Your log-in details and password secure and will not share such information with third parties.

9. DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. THE SERVICE IS PROVIDED TO YOU ON AN “AS IS” BASIS. THE SCA PARTIES GIVE NO WARRANTY NOR MAKE ANY REPRESENTATION IN RELATION TO THE SERVICE OR THE CONTENT. THE SCA PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW AND YOU WAIVE ANY REPRESENTATION OR WARRANTY ON THE PART OF THE SCA PARTIES RELATING TO THE SERVICE OR THE CONTENT, EXPRESS, IMPLIED, STATUTORY, AND OTHERWISE IN CONNECTION WITH THE SERVICE, ANY SOFTWARE LICENSED OR PROVIDED TO YOU BY THE SCA PARTIES AND ANY AGREEMENT WITH A

THIRD PARTY, THAT MAY BE IMPLIED BY THESE TERMS OF USE, BY CUSTOM, OR BY LAW OR OTHERWISE AND WHICH IS NOT EXPRESSLY SET OUT HEREIN, INCLUDING ANY IMPLIED WARRANTIES OF AVAILABILITY OF THE SERVICE, NON-DISRUPTION, SECURITY, ACCURACY, THE USE OF REASONABLE CARE AND SKILL, QUALITY, MERCHANTABILITY, TITLE OR ENTITLEMENT, FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT OR FUNCTIONALITY AND NON-INFRINGEMENT AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, THE SCA PARTIES DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE SERVICE OR ON THE WEBSITE IS ACCURATE, COMPLETE OR CURRENT; THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR; THAT THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE WEBSITE OR AGREEMENTS YOU ENTER WITH THIRD PARTIES SUCH AS ADVERTISERS WILL MEET YOUR EXPECTATIONS; THAT SERVICE ERRORS WILL BE CORRECTED; THAT THE SERVICE IS PCI COMPLIANT; OR THAT YOUR ACCESS TO OR USE OF THE SERVICE DOES NOT VIOLATE LOCAL, STATE OR FEDERAL LAWS. THE SCA PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM OR RELATING TO YOUR ACCESS TO AND USE OF THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, CONTENT, AND/OR INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (VI) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE ACCESS TO OR USE OF ANY CONTENT EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

10. INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE SCA PARTIES FROM AND AGAINST ANY CLAIM, LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSES, AND ATTORNEY'S FEES ARISING TO ANY OF THE SCA PARTIES AS A RESULT OF ANY CLAIM, DEMAND OR PROCEEDINGS BROUGHT OR THREATENED AGAINST THE SCA PARTIES IN CONNECTION WITH (1) YOUR USE OF, ACCESS TO, OR MISUSE OF THE SERVICE; (2) YOUR BREACH OF ANY OF THESE TERMS OF USE; (3) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY, PROPERTY, OR PRIVACY RIGHT; OR (4) ANY ACTIVITY USING YOUR EMAIL ADDRESS AND PASSWORD BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICE USING YOUR ACCOUNT OR EMAIL ADDRESS.

IF THE SCA PARTIES TAKE ANY LEGAL ACTION AGAINST YOU AS A RESULT OF YOUR VIOLATION OF THESE TERMS OF USE, THE SCA PARTIES WILL BE ENTITLED TO RECOVER FROM YOU, AND YOU AGREE TO PAY, ALL REASONABLE ATTORNEYS' FEES AND COSTS OF SUCH ACTION, IN ADDITION TO ANY OTHER RELIEF GRANTED TO THE SCA PARTIES.

11. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL THE SCA PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS WHATSOEVER RESULTING FROM THE SERVICE OR THIRD PARTY PRODUCTS OR SERVICES, UNDER THESE TERMS OF USE OR IN CONNECTION WITH THEIR PERFORMANCE OR BREACH, OR IN CONNECTION WITH ANY WARRANTIES HEREUNDER, OR IN CONNECTION WITH THE SERVICE, INCLUDING FOR THEIR NEGLIGENCE, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS OR SAVINGS OR ANTICIPATED

PROFITS OR SAVINGS, LOSS OF DATA, LOSS OF OPPORTUNITY, LOSS OR REPUTATION, GOODWILL OR BUSINESS, EVEN IF THE SCA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

THE SCA PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM: (1) ANY SUSPENSION OR DISRUPTION OF THE SERVICE, INCLUDING WHERE SUCH SUSPENSION OR DISRUPTION RESULTS FROM THE SCA PARTIES' NEGLIGENCE, (2) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (3) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM OR RELATED TO YOUR ACCESS TO AND USE OF THE SERVICE, (4) UNAUTHORIZED ACCESS TO OR USE OF SCA'S SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN, (5) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (6) INADEQUATE OR FAULTY HARDWARE OPERATING THE SERVICE; (7) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, (8) THIRD PARTY WEBSITES OR APPS; (9) ERRORS OR OMISSIONS IN ANY CONTENT; OR (10) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR ACCESS TO OR USE OF ANY CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SCA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

THE SCA PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU OR ANY OTHER PERSON MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM YOUR BREACH OF YOUR WARRANTIES OR OTHER OBLIGATIONS UNDER THESE TERMS OF USE INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO KEEP YOUR LOG-IN DETAILS AND PASSWORD SECURE OR FROM THE SHARING OF THESE DETAILS WITH ANY OTHER PERSON.

THE SCA PARTIES' MAXIMUM AGGREGATE LIABILITY FOR ANY SINGLE EVENT (OR A SERIES OF RELATED EVENTS) GIVING RISE TO A CLAIM IN CONNECTION WITH THESE TERMS OF USE OR IN RELATION TO THE SERVICE, EITHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION OR NEGLIGENCE WILL BE LIMITED TO : THE GREATER OF \$50 USD OR THE TOTAL AMOUNT RECEIVED BY SCA FROM YOU IN CONNECTION WITH THE TRANSACTIONS THAT ARE THE SUBJECT OF SUCH CLAIM WITHIN THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM AROSE.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES 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."

Any claims relating to use of the Service must be brought within one (1) year from the date the cause of action arose. Claims brought after such period are VOID. The Service is controlled and offered by SCA from its facilities in the United States of America. Those who access or use the Service do so at their own volition and are responsible for compliance with local and all other applicable laws, restrictions, and regulations.

SCA does not represent or warrant that item descriptions or any other related information or any is accurate, complete or error-free.

12. EQUITABLE RELIEF

If You violate these Terms of Use then we may seek injunctive relief or other equitable relief in addition to any other remedies available to us under applicable law or these Terms of Use.

13. SUBPOENA FEES

If SCA has to provide information in response to a subpoena related to Your account, then we may charge You for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

14. ASSIGNMENT

The Terms of Use, and any rights and licenses granted hereunder, may be transferred or assigned by You only with SCA's prior written consent, but may be assigned by SCA without restriction and without notice to You.

15. GOVERNING LAW

These Terms of Use, including, but not limited to, the validity, applicability or interpretation of these Terms of Use, shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of New York, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms of Use.

16. BINDING ARBITRATION AND CLASS ACTION WAIVER

ANY DISPUTE OR CLAIM ARISING FROM OR RELATING IN ANY WAY TO THESE TERMS OF USE OR YOUR ACCESS TO OR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THESE TERMS OF USE, SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitration will be conducted by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that the hearing will be conducted in the County and State of New York or the city in the United States in which you reside. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

WE EACH AGREE THAT ANY DISPUTE OR CLAIM ARISING FROM OR RELATING IN ANY WAY TO THESE TERMS OF USE OR YOUR ACCESS TO OR USE OF THE SERVICE WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, IF FEDERAL JURISDICTION IS NOT AVAILABLE, IN A COURT OF COMPETENT JURISDICTION IN THE

COUNTY AND STATE OF NEW YORK. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM *NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH PROCEEDING.

Notwithstanding anything to the contrary, You and SCA may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth above.

17. EXPORT CONTROL

Software and the transmission of applicable technical data, if any, in connection with the Service may be subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States and the country in which You reside.

18. GENERAL

These Terms of Use constitute the entire agreement between the parties and supersede all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. Each party acknowledges that it has not relied on or been induced to enter these Terms of Use by a representation other than those expressly set out in these Terms of Use. SCA and You do not intend to confer, and these Terms of Use will not be construed as conferring, any right, remedy, obligation or liability of any kind on any person other than SCA, You, and their successors and permitted assigns. No modification, alteration or waiver of any of the provisions of these Terms of Use will be effective unless in writing and signed on behalf of each of the Parties. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and SCA's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. You agree that the Service shall be deemed solely based in New York, United States of America and the Service shall be deemed a passive Service that does not give rise to personal jurisdiction over the SCA Parties in jurisdictions other than New York.