

TERMS OF SERVICE

Version 1.0

Effective Date: April 1, 2017

The following Terms of Service ("Terms") constitute an agreement between Origami Owl ("Origami Owl", "we", "our", "us") and you, the visitor, governing Origami Owl-branded or third party mobile applications and their related websites (the "Services"), and any videos, information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content").

READ THESE TERMS CAREFULLY. THEY ARE A LEGAL CONTRACT GOVERNING YOUR USE OF THE SERVICES PROVIDED BY ORIGAMI OWL AND ITS SUBSIDIARIES AND AFFILIATES. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

We may modify these Terms from time to time and your continued use of the Services following such change shall signify your agreement to be bound by the modified Terms.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THAT ARBITRATION CLAUSE, YOU AND ORIGAMI OWL AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND ORIGAMI OWL WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. BASIC TERMS

You must be at least 13 years old or older to use the Services. If you become aware that your child has provided us with personal information without your consent, please contact us immediately. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information and terminate the child's account. At times, we or our partners may offer additional Services with additional terms that may require you be older than 13 years of age to use them. Please read all terms and Official Contest Rules carefully.

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms. You may not post, and there is no tolerance for, any violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, obscene, pornographic or sexually suggestive any videos, information, text, graphics, photos or other materials ("Prohibited Content") via the Services.

You may use the Services only if you can form a binding contract with Origami Owl and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

Origami Owl may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Origami Owl on the Services are subject to change. In consideration for Origami Owl granting you access to and use of the Services, you agree that Origami Owl and its parent, third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

2. PRIVACY

Any information that you provide to Origami Owl is subject to our privacy policy as set forth in the Origami Owl Family Of Brands Websites Terms Of Use And Privacy Policy ("Privacy Policy"), which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Origami Owl. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Origami Owl account, which you may not be able to opt-out from receiving.

3. PASSWORDS

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. You will not allow a third-party to use your login credential to access or use your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account and with other accounts that you may connect to your Origami Owl account (such as, by way of example, Twitter, Facebook or your email). Origami Owl cannot and will not be

liable for any loss or damage arising from your failure to comply with the above requirements.

4. YOUR CONTENT AND CONTENT POSTED BY OTHERS

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may, but are not required to monitor or control the Content posted via the Services and we cannot take responsibility for such Content. Notwithstanding the foregoing, Origami Owl may remove (or have its Service Partners remove) any Content that Origami Owl in its sole and absolute discretion deems a violation of these Terms as more fully set forth in Section 8 below. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Origami Owl be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

5. YOUR RIGHTS

You retain your rights to any Content you submit, post or display on or through the Services. In order to make the Services available to you and other users, Origami Owl (and/or its Service Partners as defined below) needs a license from you. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for Origami Owl to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with Origami Owl ("Service Partners") for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use. This includes Origami Owl's ability to sublicense the Content, with or without a fee, to Service Partners or other third parties. Such additional uses by Origami Owl, or its Service Partners, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party Service Partners. You understand that your Content may be sublicensed, syndicated, broadcast, distributed, or published by our Service Partners and if you do not have the right to submit Content for such use, it may subject you to liability. Origami Owl will not be responsible or liable for any use of your Content by Origami Owl or its Service Partners in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit. You hereby agree to indemnify, defend and otherwise hold Origami Owl and its Service Partners harmless from any and all demands, claims and actions by third parties (individually and collectively, "Claims"), and all liabilities, judgments, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by such third parties in connection therewith (individually and collectively, "Liabilities"), resulting from any Claim that your Content infringes on the intellectual property or other proprietary rights of any third party, including but not limited to any right of privacy.

6. YOUR LICENSE TO USE THE SERVICES

Origami Owl gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Origami Owl as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Origami Owl, in the manner permitted by these Terms.

7. ORIGAMI OWL RIGHTS

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Origami Owl and its licensors. The Services are protected by copyright, trademark, and other intellectual property and other laws of both the United States and foreign countries. Origami Owl reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding Origami Owl, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. RESTRICTIONS ON CONTENT AND USE OF THE SERVICES

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames and profile URLs without liability to you.

If we terminate your access to the Services or you request to have your account deactivated, your videos, comments, votes, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your videos), but those materials and data may persist and appear within the Services (e.g., if your Content has been re-shared by others or if your Content has won a contest).

Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:

- (i) satisfy any applicable law, regulation, legal process or governmental request,
- (ii) enforce the Terms, including investigation of potential violations hereof,
- (iii) detect, prevent, or otherwise address fraud, security or technical issues,
- (iv) respond to user support requests, or
- (v) protect the rights, property or safety of Origami Owl, its users and the public. Origami Owl does not disclose personally identifying information to third parties except in accordance with our Privacy Policy (please view our Privacy Policy here: <https://www.origamiowl.com/termsandpp>)

You may not do any of the following while accessing or using the Services:

- (i) access, tamper with, or use non-public areas of the Services, Origami Owl's computer systems, or the technical delivery systems of Origami Owl's providers;
- (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Origami Owl (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Origami Owl (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Origami Owl is expressly prohibited);

- (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. You agree to indemnify, defend and otherwise hold Origami Owl harmless from any and all Claims and all Liabilities resulting from any violation of these terms.

9. COPYRIGHT POLICY

Origami Owl honors the requirements set forth in the Digital Millennium Copyright Act. We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us.

Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Copyright Agent – Origami Owl

Email: ExternalCompliance@OrigamiOwl.com

If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- (ii) identification of the copyrighted work claimed to have been infringed;
- (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (iv) your contact information, including your address, telephone number, and an email address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, Origami Owl will also terminate a user's account if the user is determined to be a repeat infringer.

10. ENDING THESE TERMS

The Terms will continue to apply until terminated by either you or Origami Owl as follows.

You may end your legal agreement with Origami Owl at any time for any reason in its sole and absolute discretion by deactivating your accounts and discontinuing your use of the Services.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason in its sole and absolute discretion, including, but not limited to, if we reasonably believe:

- (i) you have violated these Terms,
- (ii) you create risk or possible legal exposure for us; or
- (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 5, 7, 8, 10, 11, 12 and 13.

Nothing in this section shall affect Origami Owl's rights to change, limit or stop the provision of the Services without prior notice.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

Please read this section carefully since it limits the liability of Origami Owl and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, Service Partners, other partners, and licensors (collectively, the "Origami Owl Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available "AS-IS"

YOUR ACCESS TO AND USE OF THE SERVICES OR ANY CONTENT IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, ORIGAMI OWL ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT.

Origami Owl Entities make no warranty and disclaim all responsibility and liability for:

- (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content;
- (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content;
- (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services;
- (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Origami Owl Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Origami Owl Entities of such websites or resources or the content, products, or services available from such websites or resources. Use of such websites or resources shall be subject to the terms of use and privacy policies of such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ORIGAMI OWL ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ORIGAMI OWL ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID ORIGAMI OWL, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE ORIGAMI OWL ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

12. ARBITRATION, CLASS WAIVER AND JURY WAIVER

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH ORIGAMI OWL, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- (i) **Applicability of Arbitration Agreement.** No party may commence arbitration with respect to any dispute unless that party has pursued negotiation and, if requested, mediation, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the dispute in writing within sixty (60) business days after the dispute notice was provided to any party or such longer period as may be agreed by the parties in writing. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. All claims and disputes arising out of, relating to, or in connection with the Terms or the use the Services that cannot be resolved informally or in small claims court shall be subject to and shall be settled exclusively by final binding arbitration before a single arbitrator in Phoenix, Arizona, in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association (“AAA”) on an individual basis, except that you and Origami Owl are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks (including but not limited to service marks, stylized designs and logos), trade names, , trade secrets, or patents.
- (ii) **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association (“AAA”). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this

arbitration, except to the extent those rules conflict with these Terms. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- (iii) **Additional Rules for Non-appearance Arbitration.** If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.
- (iv) **Authority of the Arbitrator.** The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and Origami Owl. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Origami Owl. Notwithstanding any contrary rules promulgated by the AAA, the following shall apply to all Arbitration actions: (i) the Federal Rules of Evidence shall apply in all cases; (ii) The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure; (iii) The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure; (iv) The arbitration shall occur within one hundred-twenty (120) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days; (v) The parties shall be allotted equal time to present their respective cases, including cross-examinations. The arbitrator shall not have the power to alter, modify, amend, add to or subtract from any provision of these Terms, or to rule upon or grant any extension, renewal or continuance of the Terms. Moreover, the arbitrator shall not have the power to award special, incidental, indirect, punitive, exemplary, or consequential damages of any kind or nature, however caused.
- (v) **Waiver of Jury Trial. YOU AND ORIGAMI OWL WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and Origami Owl are instead electing to have all claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. If any litigation should arise between you and Origami Owl over whether to vacate or enforce an arbitration award or otherwise, YOU AND

Origami Owl WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

- (vi) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration and instead all claims and disputes will be resolved in a court as set forth herein. To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and Origami Owl agree that all claims and disputes in connection with the Terms or the use of the Services will be litigated exclusively in the United States District Court for the District of Arizona. If, however, that court would lack original jurisdiction over the litigation, then all claims and disputes in connection with the Terms or the use of the Services must be litigated exclusively in the appropriate state courts located in the City of Phoenix in Maricopa County, Arizona. You and Origami Owl consent to the personal jurisdiction of both courts.
- (vii) Confidentiality. No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. All communications, whether verbal, written or electronic, in any negotiation, mediation or arbitration action shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise or other statement, whether made by any of the parties, their agents, employees, experts, or attorneys, or by the mediator or any JAMS employee, shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- (viii) Costs. The costs of negotiation, mediation, and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, the American Arbitration Association, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by the user of the Websites, on the one hand, and the Origami Owl Entities involved, on the other. The parties shall bear their own legal fees and expenses of negotiation, mediation and arbitration.

- (ix) **Related Parties.** Although the Policy is made and entered into between a user of the Websites and Origami Owl, the affiliates, owners, members, managers and employees of Origami Owl and any Origami Owl Entities (the “Related Parties”) are intended third-party beneficiaries of the Terms, including this agreement to negotiate, mediate and arbitrate. The parties acknowledge that nothing in these policies is intended to create any involvement by, responsibility of, or liability of the Related Parties with respect to any dealings between an user of the Websites and the Origami Owl Entities, and the parties further acknowledge that no provision of these Terms shall be argued by any party to constitute any waiver by the Related Parties of any defense which the Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between an user of the Websites and the Origami Owl Entities.
- (x) **Right to Waive.** Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.
- (xi) **Specific Performance.** Any party may seek specific performance of this Section, and any party may seek to compel each other party to comply with the provisions of this Section by petition to a court of competent jurisdiction in the State of Arizona. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction in the State of Arizona, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending. The prevailing party in any proceeding enforcing the provisions of this Section shall be entitled to recover from the other party the reasonable attorneys’ fees and costs incurred by the petitioning party in obtaining the requested relief. If any portion of this Section is held to be unenforceable for any reason, the remainder shall remain in full force and effect.

Arbitration Agreement Survival. This arbitration agreement will survive the termination of your relationship with Origami Owl.

13. GENERAL TERMS

A. Waiver and Severability

The failure of Origami Owl to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Arizona without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Maricopa County, Arizona, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Arizona (excluding choice of law).

C. Entire Agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between Origami Owl and you regarding the Services (excluding any services for which you have a separate agreement with Origami Owl that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Origami Owl and you regarding the Services.

If you have questions regarding these Terms, please do not hesitate to contact us at any time (cgsupport@origamiowl.com).