

TERMS OF USE

Effective Date: These Terms of Use became effective on **May 24, 2024**.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THESE SITES, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. These Terms of Use (“**Terms**”) apply to websites, applications and other interactive features and online services provided by **Andervant Operations, LLC (“Company”)** that post a link to or include these Terms (collectively, the “**Sites**”). **IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE SITE.**

Unless otherwise noted, all references to “you” or “your” in these Terms refer to all users of the Sites.

ARBITRATION NOTICE: Except for certain types of disputes described in the ARBITRATION section below, you and Company agree that disputes between you and Company will be resolved by binding, individual ARBITRATION and you waive your right to participate in a class action lawsuit or class-wide arbitration.

When using particular services or features of the Sites, such as booking vacation rentals or managing your owner account with the Company, in addition to these Terms, a separate platform, booking or payment terms or end user license agreement may apply to your use of that feature or service (“**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. By accessing or using any part of the Services, you signify your agreement to these Terms of Use and any applicable Additional Terms.

Your use of the Sites is also governed by our [Privacy Policy](#). **If you do not agree to these Terms, any applicable Additional Terms, or our Privacy Policy, you may not access or use any part of the Sites.**

- 1. OWNERSHIP OF SITE CONTENT.** The Site, including, without limitation, graphics, layout, text, images, trademarks, logos, service marks, designs, information, data, advertising copy, past, present and future versions of the Sites, domain names, source and object code and the “look and feel” of the Site (“**Site Content**”) is owned and operated by **Andervant Operations, LLC d/b/a Hill Country Premier Lodging (“Company”)**. The Sites and Site Content are protected from unauthorized use, copying and dissemination by copyright, trademark, patent, and other laws, rules, regulations and treaties. The Site and Site Content may only be accessed for personal use except for those areas of the Site and associated Site Content made available in connection with the Company’s vacation rental management services. No Site Content from Company or any Site owned, operated, licensed or controlled by Company may be used for any commercial or resale purposes. Furthermore, neither the Site nor any Site Content may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except with the express permission of Company as is provided in these Terms.. **Any unauthorized use of the Sites or Site Content is prohibited.**
- 2. LICENSE TO USE THE SITES AND SITE CONTENT.** Company grants you a limited, personal, non-exclusive, non-commercial (except with respect to vacation rental management services), revocable and non-transferable license to access and view the Sites. This license is subject to your full compliance with these Terms. When you view or use the Sites, you must: (a) keep intact all copyright and other proprietary notices; (b) make no modifications to the Sites or Site Content; and (c) not copy or adapt any object code associated with the Sites or reverse engineer, modify or attempt to discover any source code associated with the Sites, nor allow or assist any third party to do so (whether or not for your benefit). The Sites may be updated by Company from time to time and some updates may occur automatically on the device you use to access the Sites. Except as expressly provided in these Terms, you may not copy, reproduce, republish, create derivative works of, upload, download, perform, display, post, transmit, distribute or otherwise use Site Content in any way, without the prior written permission of a duly authorized Company employee. You agree to abide by any and all copyright notices, information, or restrictions contained in any part of the Sites. Any and all rights to use the Sites that are not expressly granted to you under these Terms are reserved for Company or its licensors. Nothing contained in these Terms will affect, impair, or limit in any way Company’s rights to exploit fully any or all of the Site Content. Unauthorized use of the Sites or Site Content may be a violation of federal and state laws and could result in civil and criminal liability..

3. **NO SCRAPING OF SITE CONTENT.** The use of any Site Content on any other web site or networked computer environment is prohibited. All trademarks, service marks, and trade names (collectively, the “Marks”) are proprietary to Company or other respective owners that have granted Company the right and license to use such Marks. You will not, and will not permit or assist any third party, to use manual or automated software or other means to scrape, crawl, spider, or similarly access or copy any portion of the Sites or to use any portion of the Sites to train or otherwise include in large language models, artificial intelligence technologies, or other machine learning tools, products, services, or features (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from our websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the Site Content, but not caches or archives of such Site Content). In no event shall the user frame any portion of the Site or any content contained therein.
4. **ACCURACY OF INFORMATION.** While Company uses reasonable efforts to include accurate and up-to-date information on the Sites, Company makes no warranties or representations as to its accuracy. Company assumes no liability or responsibility for any errors or representations in the content of this Site.
5. **LINKS TO THIRD PARTY SITES.** The Sites may contain links to other websites on the Internet that are owned and operated by vendors and other third parties (the “External Sites”). You acknowledge that Company is not responsible for the availability of, or the content located on or through, any External Sites. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.
6. **USER GENERATED CONTENT.** Users of the Site may post comments, reviews, and other content and submit suggestions, ideas, or other information (“User Content”). You understand that you are solely responsible for your User Content, however submitted. By submitting User Content, you represent and warrant to Company that your User Content: (1) is not confidential and that you have all necessary permission to submit it; and (2) does not – alone or when used in connection with any other User Content – infringe upon, misappropriate, or violate the rights of any third party, including, without limitation, any intellectual property rights, rights of publicity or privacy, or any other proprietary rights. We have no obligation to monitor the Sites or any User Content made available via the Sites. However, you acknowledge and agree that we have the right to monitor the Sites and User Content you submit and/or post and the right (but not the obligation) to delete, edit, move, or disable any such User Content in whole or in part, before or after it appears on the Sites, subject to Company’s sole discretion. Company reserves the right to suspend or terminate your access to the Sites at any time. Company does not control the User Content made available via the Sites and therefore does not guarantee the accuracy, integrity, quality or lawfulness of User Content. User Content will be treated as non-confidential and non-proprietary and we will not be liable for any use or disclosure of User Content, to the fullest extent permitted by applicable law. You acknowledge and agree that your relationship with Company is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any User Content does not place Company in a position that is any different from the position held by members of the general public, including with regard to your User Content. None of your User Content will be subject to any obligation of confidence on the part of Company. You therefore understand that if you include personally identifiable information in your User Content, you do so at your own risk. Under no circumstances will we be liable in any way for any User Content including, but not limited to, any errors or omissions in User Content, any loss of your User Content or for any loss or damage of any kind incurred as a result of any user’s User Content. You agree and understand that we are not obligated to post, keep or use your User Content.
7. **OUR LICENSE TO POST USER GENERATED CONTENT.** Whenever you submit or otherwise make available User Content via a Site feature or directly to Company (including through the use of any help, support, feedback, or “Contact Us” feature) you: (1) grant Company and its affiliates a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, fully sublicensable and assignable right and license to make, use, sell, sublicense, modify, reproduce, translate, distribute, perform, display, publish, broadcast, incorporate in other works, create derivative works from and otherwise exploit all such User Content – and your name, likeness and other identifying information, if any, that you may provide in connection with that User Content via any medium now known or later developed,

without any compensation to you; and (2) waive all of your moral rights in that User Content to the fullest extent permitted by law, even if the User Content is altered or changed in a manner not agreeable to you. You further authorize Company to publish your User Content such that it may be accessed by users of the Sites or the general public (depending on the nature of the User Content).

8. **ACCEPTABLE USE POLICY.** When you contribute, upload, or otherwise provide your User Content to the Sites, you agree to comply with the following requirements:
- a. ***User Content must be your own.*** All User Content must be created by you and you must have all rights in the User Content OR all persons who contributed in any way or have any rights to your User Content, or otherwise appear in the User Content, must have given you permission to upload, add or post the User Content on the Sites and distribute it elsewhere. Upon our request, you will furnish us with any documentation, substantiation or releases necessary to verify your compliance with these Terms.
 - b. ***No negative or abusive behavior.*** Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, religion, gender, sexual preference or physical handicap or that are defamatory, indecent, obscene, pornographic or sexually explicit. If you think your User Content might offend someone, chances are it will – so it doesn't belong on the Sites.
 - c. ***No User Content that is violent, illegal or promotes inappropriate activity.*** Your User Content must not violate any law. Your User Content may not promote any illegal activity and your User Content may not promote violence nor describe how to perform a violent act. If you do upload, add or post User Content that is illegal, violent in nature, or otherwise inappropriate, we reserve the right to take any action that we deem appropriate in our sole discretion, including, without limitation reporting you to law enforcement.
 - d. ***Keep private information private.*** Do not provide personal information through the Sites that you do not want shared publicly.
 - e. ***Do not damage the Sites or anyone's computers.*** User Content may not contain viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Sites or any computer system.

In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.

9. **SOCIAL MEDIA.** Company may allow you – but only through express written permission or via Company-provided functionality on the Sites – to engage in certain personal uses of Site Content that include the ability to share Site Content with others ("**Social Distribution**"). For example, a Site may allow you to send Site Content to friends or post Site Content on a third party web site. You understand that only Company can make claims, promises or statements on behalf of Company about its products and services and agree not to do so. You also agree that you will not imply that you and Company are affiliated in any way or that Company approves of your comments. We reserve the right to revoke our permission for Social Distribution at any time and for any reason and you agree to immediately cease Social Distribution upon notice of revocation and to comply with any terms we post in connection the Social Distribution of Site Content.
10. **NO HARMFUL CODE.** You shall not transmit to Company or upload to this Site any Harmful Code or use or misappropriate the data on this Site for your own commercial gain. "Harmful Code" shall mean any software (sometimes referred to as "viruses," "worms," "trojan horses," "time bombs," "time locks," "drop dead devices," "traps," "access codes," "cancelbots" or "trap door devices") that: (a) is intentionally designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral, or (v) use of a certain feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person's information without such other person's knowledge and permission.

11. **THIRD-PARTY LINKS & CONTENT.** There may be links from the Sites, or from communications you receive from Company, to third-party websites or online features. The Sites also may include third-party content that we do not control, maintain or endorse. If you access any third party website, service, or content from Company, you do so at your own risk. You accept and agree that Company has no liability arising from your use of or access to any third party website, service, or content and you release us from any loss or damage incurred by you as a result of any dealings between you and these third parties, including, without limitation, their content, policies, failures, promotions, products, services, actions and/or any damages, losses, failures, or problems caused by, related to or arising therefrom. The inclusion of any link or grant of access on the Sites does not imply or express an affiliation or endorsement of the linked site, app, or contents. The Sites may also enable you to share content from the Sites with a third party, which may be publicly posted on that third party's site or application and would therefore be subject to the third party's terms of service and privacy policy.
12. **LINKING POLICY.** Company grants you the revocable permission to link to the Sites; provided, however, that any link to the Sites: (a) must not frame or create a browser or border environment around any of the content on the Sites or otherwise mirror any part of the Sites; (b) must not imply that Company or the Site is endorsing or sponsoring any third party or its products or services, unless Company has given the third party prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Company's sole opinion, harm Company or its products or services; (d) must not use any Company trademarks without the prior written permission from Company; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Company's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to the Sites, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, Company reserves the right to prohibit linking to the Sites for any reason in our sole and absolute discretion.
13. **REGISTRATION & ACCESS CONTROL.** Certain areas of the Sites may require account registration or otherwise ask or require you to provide information to use Site features. When you choose to provide information to the Sites, you agree to provide only true, accurate, current and complete information. If you create a Site account, you will have login credentials to login and access areas or features of the Site that require an account. You agree you will not sell or otherwise transfer your account or account credentials, and that you will keep your account credentials confidential. You are responsible for any activity that occurs from your account. Except to the extent prohibited by applicable, un-waivable law, Company reserves the right to terminate or suspend your account or otherwise deny you access to the Sites in its sole discretion without notice and without liability.
14. **PROMOTIONS.** The Sites may contain or offer sweepstakes or other promotions, which may be governed by a separate set of rules that describe the sweepstakes or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable sweepstakes or promotion.
15. **TERMINATION.** Company reserves the right to suspend or terminate your license to access and use all or some of the Sites with or without notice if Company, in its sole discretion, determines that you are in breach of these Terms or have engaged in conduct that Company, in its sole discretion, deems inappropriate. In the event of suspension or termination by Company, we may delete your User Content, history, and other information; and bar your further use of the Sites. You understand that such actions may be taken without any liability whatsoever to you for any suspension or termination, including for deletion of User Content. All provisions of these Terms that by their nature should survive termination, will survive termination of your access to the Sites, including without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions. If your access to the Sites is terminated under these Terms, then you agree that you will not attempt to access the Sites through any means. In the event that you violate the immediately preceding sentence, we reserve the right, in our sole discretion, to immediately take any or all of the actions set forth in these Terms without any notice or warning to you. Company also reserves the right to modify, withdraw, suspend, or discontinue in whole or in part (temporarily

or permanently, at any time, and with or without notice) any Site Content, or discontinue and cease operation of any Site in its entirety.

16. **NO WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITES, INCLUDING WITHOUT LIMITATION THE SITE CONTENT, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY AND ITS AFFILIATES AND THE DIRECTORS, OFFICERS, EMPLOYEES OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE "**COMPANY PARTIES**") MAKE NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO (A) THE SITES AND SITE CONTENT; (B) USER CONTENT; AND/OR (C) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO COMPANY OR VIA THE SITES. COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SITE CONTENT. IN ADDITION, TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. WE DO NOT WARRANT THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED OR USED BY YOU WILL MEET YOUR EXPECTATIONS. THE COMPANY PARTIES DO NOT REPRESENT OR WARRANT THAT THE SITES WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITES OR THE SERVERS THAT MAKE THE SITES AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE COMPANY PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION ON THE SITES IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SITES AND ALL SITE FEATURES IS AT YOUR SOLE RISK. THE COMPANY PARTIES DO NOT WARRANT THAT YOUR USE OF THE SITES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE COMPANY PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. BY ACCESSING OR USING A SITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITE.
17. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL COMPANY OR ITS THIRD PARTY LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF (A) THE USE, OR THE INABILITY TO USE, THE SITES OR SITE CONTENT; (B) USER CONTENT; (C) THE SITES OR SITE CONTENT AND THE AVAILABILITY OR UNAVAILABILITY THEREOF; (D) ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITES; (E) ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (F) ANY ERRORS OR OMISSIONS IN THE SITES' TECHNICAL OPERATION; OR (G) ANY DAMAGE THAT RESULTS FROM EVENTS BEYOND OUR REASONABLE CONTROL, SUCH AS DAMAGES TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF COMPANY OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, IN NO EVENT WILL THE COMPANY PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED THE LESSER OF (A) THE AMOUNT PAID BY YOU, IF ANY, TO COMPANY FOR PRODUCTS OR SERVICES ORDERED THROUGH THE SITES; OR (B) TEN UNITED STATES DOLLARS (\$10.00). THE PRIOR LIMITATION ON DAMAGES IS NOT INTENDED TO LIMIT THE COMPANY PARTIES' OBLIGATION TO PAY PREVAILING PARTY COSTS OR FEES IF RECOVERABLE PURSUANT TO APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE THE COMPANY PARTIES' LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY COMPANY PARTIES, OR FOR THE COMPANY PARTIES' GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR

OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES.

BY ACCESSING THE SITES, 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 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

18. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold the Company Parties harmless from and against any and all claims, damages, costs, investigations, liabilities, judgments, settlements and expenses, including attorneys' fees, that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) your User Content; (b) your use of the Sites, Site Content or activities in connection with the Sites; (c) your breach or anticipatory breach of these Terms; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (e) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; (f) any misrepresentation made by you; or (g) the Company Parties' use of your information as permitted under these Terms, the Privacy Policy, or any other written agreement between you and Company. You will cooperate as fully required by the Company Parties in the defense of any claim. The Company Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the Company Parties.
19. **BINDING ARBITRATION (“ARBITRATION AGREEMENT”).** These Terms will be governed by, construed and enforced in accordance with the laws of the State of **Texas**, excluding its conflict of laws principles. The arbitration proceedings will be governed by federal arbitration law and by the JAMS (defined below) rules. Both you and Company waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney general action. Both you and Company waive the right to participate in a class, consolidated, representative, collective, or private attorney general action related to any dispute that is brought by anyone else. Notwithstanding any provision in the JAMS rules to the contrary, the arbitrator will not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding. Except for disputes relating to the infringement of your or Company's intellectual property (such as trademarks, trade dress, copyright and patents) or where Company is seeking injunctive relief (the **“Excluded Disputes”**), you and Company each agree to finally settle all disputes only through arbitration. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to these Terms will be resolved solely by binding arbitration before a sole arbitrator under the Streamlined Arbitration Rules & Procedures of JAMS Inc. (**“JAMS”**) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within thirty (30) days of the filing of a **“Demand for Arbitration,”** then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service that will hear the case. If an in-person hearing is required, then it will take place in or near **Dallas, Texas** or – if required by the JAMS rules (or the rules of any alternate arbitration service used by the parties) – in or near your city of residence. The federal or state law that applies to these Terms will also apply during the arbitration. Disputes will be arbitrated only on an

individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, or for any Excluded Disputes, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in or near **Dallas, Texas**. Subject to you demonstrating that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the administrative and arbitrator's fees charged to you by JAMS (or an alternate arbitration service) as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive to you as compared to litigation. Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the Sites or any other property of Company (provided that nothing in these Terms will restrain a California resident's right (if any) under applicable law to seek public injunctive relief in accordance with this dispute-resolution provision). The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of JAMS or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

20. **GOVERNING LAW AND VENUE.** To the extent any claim, dispute or controversy regarding Company or our Sites isn't arbitrable under applicable laws or otherwise: you and Company both agree that any claim or dispute regarding Company will be resolved exclusively in a **Texas** court governed by the laws of the State of **Texas**, without respect to its conflict of laws principles and without resort to any form of class action. If you are not a consumer in the EEA, the exclusive place of jurisdiction for all disputes arising from or in connection with this agreement are the state or federal courts located in or near **Dallas, Texas** and our dispute will be determined under **Texas** law. If you're a consumer in the EEA, the Arbitration Agreement does not apply to you.
21. **UPDATES.** Company reserves the right to modify or add to these Terms at any time without prior notice ("**Updated Terms**"). You agree that we may notify you of the Updated Terms by posting them on the Sites so that they are accessible via a link on the homepage or otherwise, and that your use of a Site after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using a Site. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of a Site from that point forward.
22. **MISCELLANEOUS.** The failure of Company to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Company's rights with respect to such breach or any subsequent breaches. No waiver by Company of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of Company. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. Company may assign its rights and duties under these Terms to any party at any time without any notice to you. Terms may not be assigned by you without Company's prior written consent. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. If a court, arbitrator, or other adjudicative body should determine that any provisions of these Terms is overbroad, unfair or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will not be construed against Company by virtue of Company having drafted them. No amendment to or modification of these Terms, or action, or delay, will be binding unless in writing and signed by Company. Provisions of these Terms that would logically survive termination shall survive the termination of these Terms for any reason (including without limitation, Sections 18 ("No Warranty"), Section 19 ("Limitation of Liability") and Section 21 ("Binding Arbitration")).
23. **CONTACT US**
Andervant Operations, LLC
222 N LaSalle St., Suite 1550, Chicago IL 60601
notices@stoiclance.com

