

## **Conscious Capitalism Membership Terms and Conditions**

Updated on June 4, 2024

Please review the terms and conditions of your Conscious Capitalism Membership ("Membership") below.

This Membership Agreement ("Agreement") governs your membership in Conscious Capitalism, Inc. ("CCI" or "we").

**Membership Fee:** Member agrees to pay CCI the annual Membership Fee of \$450 via credit card.

**Membership Term:** The Membership term is for a period of one (1) year and automatically renews thereafter for one (1) year terms until terminated in accordance with this Agreement. You will be notified in advance of term renewals and of any changes to the Membership Fee that would apply to each renewal. If Member chooses not to renew Membership, Member must provide at least thirty (30) days' written notice to CCI before the end of the then current term.

**Founding Member Requirements:** Founding Members must bring in two (2) new members each calendar year who will pay the full membership price in order to maintain their special membership rate of \$150/year. Membership will auto-renew at \$450/year if requirements are not met.

**Limitations:** CCI may change Membership eligibility standards at any time. If we do not approve your Membership, we will provide you a refund of the Membership Fee.

**No Transfer of Membership or Member Benefits:** You are not permitted to transfer, or permit another person to use, your Membership at any time.

**Member Benefits:** Member Benefits include invitations to our exclusive community, special virtual programming, local events, special offers from our partners, and other benefits. Any third

parties involved in hosting such events or providing such special offers or benefits are referred to as "Suppliers". We reserve the right to cancel or change the details of events, offers, and other benefits at any time.

**Changes to Agreement:** We may change the terms of this Agreement at any time by notifying you of the change.

**Privacy and Your Account:** Registration data and other information about you are subject to our Privacy Policy. Your information may be stored and processed in the United States or any other country where CCI has facilities, and by using CCI, you consent to the transfer of information outside of your country.

**Directory:** By joining Conscious Capitalism, you agree to the inclusion of your contact details in the CCI Member Directory. The Member Directory is only available to other members of CCI and can be used to network with your fellow Members.

**No Solicitation:** Members may not solicit any business from other Members or use any member information, including any information contained in the Member Directory, for any purpose other than as set forth herein. Any violation of this policy may result in termination of Membership at our discretion with no refund.

**Confidentiality:** CCI places great importance on the confidentiality of its Members and the information they share as part of their CCI Membership (at any tier). As such, please respect other Members by not sharing their identity or their guests publicly, including on social media. Additionally, all communication and conversations heard or participated in our Whatsapp Community, or a CCI Member experience/event or during the provision of any Services is "Confidential Information". Such Confidential Information includes, but is not limited to, information that pertains to the business, product, technology, idea or customers of any Member and all information which is valuable to a Member. Confidential Information does not include information that is (a) public knowledge; (b) in the possession of the receiving party before receipt from the disclosing party through no fault of the receiving party; (c) is disclosed to the

receiving party by a third party without breach of confidentiality obligations; or (d) is independently developed by the receiving party without reference to the Confidential Information. It is a key term of your Membership that you honor the privacy and Confidential Information of all Members and failure to do so will result in termination of Membership. Confidential Information also includes the identity of a Member and related information such as email addresses, contact information, employment information. As such, efforts to collect or extract any Member information, including data scraping, are prohibited; collecting individual Member information for personal use in the normal course of your Membership is permitted.

Conflicts of Interest: Any Member conflict of interest that may arise through interactions with other Members through Conscious Capitalism Membership and its services must be disclosed and approved in advance.

20. Solicitation: Members may not solicit other Members or their guests directly for sales of services or products while on WhatsApp or through other CCI Services and events unless expressly invited to do so.

21. Intellectual Property: Except as expressly granted in this Agreement, CCI reserves and retains all right, title and interest in all Services and products, including, without limitation, all technology and processes, enhancements or modifications thereto, trademarks, service marks, site design, text, video, graphics, logos, images and icons, as well as the arrangement thereof. You acknowledge that CCI's Services and products contain proprietary content, information and material protected by applicable intellectual property and other laws, including but not limited to copyright and trademark laws, and you agree that, except with CCI's prior written consent or as explicitly provided in this Membership Agreement, (1) Membership does not give you any ownership of or license to any intellectual property rights; or (2) membership does not grant you the right to display, modify, reproduce, distribute, create derivative works of, download, store, transmit or otherwise use any of our intellectual property or confidential information. Any unauthorized use of any such content or materials is strictly prohibited and violates copyright, trademark and/or other intellectual property laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

In particular, audio or video content provided by CCI not explicitly indicated as downloadable may not be downloaded or copied. You may not otherwise download, display, copy, reproduce, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit for any purpose whatsoever any content, code, data or materials provided by CCI. If you make other use of the Services, or the content, code, data or materials thereon, except as otherwise provided, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. To inquire about obtaining authorization to use the materials or content other than as expressly permitted in this Membership Agreement, please email [members@consciouscapitalism.org](mailto:members@consciouscapitalism.org).

22. Third Party Materials and Content: Services provided by CCI may incorporate third party content, data, information, applications or materials (“Third Party Materials”). Member acknowledges and agrees that CCI is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of Third Party Materials. CCI expressly disclaims any responsibility for all aspects of Third Party Materials, and Member further acknowledges and agrees that CCI shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services in connection with any Third Party Materials. Use of any third party trademarks or third party content on or in connection with the Services does not constitute affiliation with or endorsement of these third parties. Nothing in this Agreement grants you any license to third party trademarks or content, which shall remain the property of their respective owners.

23. Misconduct: As a Member, you agree to abide by our Community Guidelines. Moreover, you cannot misrepresent your affiliation with CCI; while CCI encourages all Members to share their CCI membership publicly, Members need to keep in mind that they are not an official representative of the CCI corporate team. Without limiting the foregoing, any Member may be disciplined, suspended or terminated for any of the following reasons (or any additional reason in the sole discretion of CCI): (a) violations of any terms of this Membership Agreement, the

Agreement or our Community Guidelines (which include our Privacy Policies); (b) inappropriate, violent, or abusive behavior both in person and/or via online and/or social media (including for conduct and speech unrelated to any Services); (c) communication of information concerning confidential CCI events, other Members or their guests to outside sources, including, but not limited to, the media; (d) failure for a period of sixty (60) days or more to pay outstanding fees or any other charges incurred; and (e) conduct of a Member or their guest that is detrimental to the best interests of CCI. Any termination of a Membership due to misconduct described herein shall be in CCI's sole discretion, without any refund of any Membership Fees or other charges.

**Right to Terminate:** We reserve the right to terminate Membership for any reason at our discretion. In such case, we will not provide a refund.

**Right to Photograph and Videotape Events:** We reserve the right to photograph, record, and videotape any event in which you attend or participate. You agree that by attending or participating in an event, you grant CCI, and our respective affiliates and successors, an exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable, sub-licensable right and license to use your name, photograph, image, voice, and biographical information in such photography, recordings, or videotapes and to use, publicly perform, display, translate, adapt, reproduce, and/or create derivative works from such photography, recordings, or videotapes in any and all media or technology, now known or later developed, in any manner, in whole or part, with or without attribution.

**Member Warranty:** Member warrants that they are legally capable of entering into this Agreement; all information provided is truthful and accurate; Member will maintain the accuracy of all information; and Member's Membership, attendance at or participation in individual coaching sessions and use of the Clubhouse will not violate any applicable laws or regulations.

25. CCI Warranty Disclaimer; Limitation of Liability:

a. THE SERVICES AND MEMBERSHIP PROVIDED BY CCI AND ANY CCI OR CCI MEMBER ORGANIZED EVENTS, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. USE OF THE CLUBHOUSE AND ATTENDANCE AT CCI

EVENTS IS ENTIRELY AT THE RISK OF THE MEMBER AND HIS OR HER GUESTS. WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO.

b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CCI DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES OR ANY CONTENT ON THE SERVICES, OR ANY ACTIVITIES AT THE CLUBHOUSE, WHETHER PROVIDED OR OWNED BY CCI OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND CCI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT ANY OF THE SERVICES, PRODUCTS OR ANY CONTENT AVAILABLE THROUGH ANY OF THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DEFECTS, OR THAT THE SERVICES OR PRODUCTS WILL MEET YOUR REQUIREMENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CCI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

c. CERTAIN JURISDICTIONS' LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS IN SECTIONS 25(a) AND 25(b) MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. IF YOU ARE A UK MEMBER, PLEASE REFER TO THE UK MEMBERS ADDENDUM.

d. IN NO EVENT WHATSOEVER SHALL CCI, ITS AFFILIATES OR SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, WHETHER DIRECTLY OR INDIRECTLY ARISING,

INCLUDING BUT NOT LIMITED TO LOSS OF SALES, PROFIT, REVENUE, GOODWILL, OR DOWNTIME, ARISING UNDER TORT, CONTRACT, OR OTHER LAW AND REGARDLESS OF SUCH PARTY'S BREACH OF CONTRACT OR NEGLIGENCE OR WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

e. CCI NEITHER ASSUMES, NOR DOES IT AUTHORIZE ANY OTHER PERSON TO ASSUME ON ITS BEHALF, ANY OTHER LIABILITY IN CONNECTION WITH THE PROVISION OF THE SERVICES. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, CCI IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE FOR THE USE OF ANY SERVICES OR MEMBERSHIP, CCI'S LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL OF ANY FEES PAID BY YOU TO CCI IN THE SIX (6) MONTHS PRIOR TO THE DATE THE CLAIM IS ASSERTED FOR ANY OF THE SERVICES.

f. THE LAWS OF SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE LIMITATIONS SET FORTH IN SECTIONS 25(d) AND (e) MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS. WE DO NOT LIMIT OR EXCLUDE THE CCI PARTIES' LIABILITY WHERE IT WOULD BE UNLAWFUL TO DO SO.

**26. Dispute Resolution:** Please read the following arbitration agreement ("Arbitration Agreement") carefully. It requires that you and CCI arbitrate against one another. If you are not a resident of the United States, and if local law requires, you may bring an action against CCI in the local courts of your place of primary residence and nothing in this Agreement is intended to limit your rights to do so. PLEASE BE AWARE THAT THIS SECTION 26 CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND CCI HAVE AGAINST EACH OTHER WILL BE RESOLVED. AMONG OTHER THINGS, THIS SECTION 26 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED

EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND CCI BE RESOLVED BY BINDING AND FINAL ARBITRATION. THIS SECTION 26 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER.

a. Subject to the terms of this Arbitration Agreement, you and CCI agree that any dispute, claim or disagreement arising out of or relating in any way to your access to your Membership or use of the Services, or this Membership Agreement or the Agreement (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (1) you and CCI may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or CCI may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Membership Agreement or the Agreement, as well as claims that may arise after the termination or expiration thereof.

b. There may be instances when a Dispute arises between you and CCI. If that occurs, CCI is committed to working with you to reach a reasonable and amicable resolution. You and CCI agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and CCI therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the Conference, but you also agree to personally participate in the Conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by both parties in writing. Notice to CCI that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to [legal@CCI.com](mailto:legal@CCI.com) with a copy by mail to our offices located at CCI, Attn: Legal, 13 E. 19th Street, New York, NY 10003. The Notice must include: (1) your name,



telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

c. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple Members in similar cases, unless all parties agree otherwise in writing; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree in writing. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this Section.

d. YOU AND CCI HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and CCI are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 26(a) above and Section 26(l) below. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review, if at all.

e. YOU AND CCI AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 26(n), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE MEMBER OR POTENTIAL MEMBER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY

OTHER MEMBER OR POTENTIAL MEMBER. Subject to the Arbitration Agreement herein and the terms and conditions of this Membership Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 26(n). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this Section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and CCI agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of New York. All other Disputes shall be arbitrated or litigated in small claims court (or as expressly set forth herein). This sub-section does not prevent you or CCI from participating in a class-wide settlement of claims (only after a court of competent jurisdiction has declared the class action prohibition unenforceable under applicable law).

f. The Agreement evidences a transaction involving interstate commerce, and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within sixty (60) days after receipt of Notice, you and CCI agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <https://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate,

the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS rules.

g. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

h. If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

i. Unless you and CCI otherwise agree in writing, or the Batch Arbitration process discussed in Section 26(n) is triggered, the arbitration will be conducted in the county where you reside. Subject to the applicable JAMS rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration.

j. You and CCI agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

k. The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of New York and will be selected by the parties from the JAMS roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then JAMS will appoint the arbitrator in accordance with the applicable JAMS rules, provided that if the Batch Arbitration process under Section 26(n) is triggered, JAMS will appoint the arbitrator for each batch.

l. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, Disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Section 26(a) and Section 26(d), including any claim that all or part of Section 26(d) is unenforceable, illegal, void or voidable, or that Section 26(d) has been breached, which shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Section 26(n), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 26(n). The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions of law and fact on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final

and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

m. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or CCI need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements and reasonable attorneys' fees and costs.

n. To increase the efficiency of administration and resolution of arbitrations, you and CCI agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against CCI by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), JAMS shall: (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator and one final award ("Batch Arbitration"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise JAMS, and JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an

effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by CCI. You and CCI agree to cooperate in good faith with JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

o. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: CCI, Attn: Legal, 13 E. 19th Street, New York, NY 10003, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

p. Except as provided in Section 26(d), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with CCI as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

q. Notwithstanding any provision in the Agreement to the contrary, we agree that if CCI makes any future material change to this Arbitration Agreement, CCI will notify you. Unless you reject the change within thirty (30) days of such change becoming effective by writing to CCI at: CCI, Attn: Legal, 13 E. 19th Street, New York, NY 10003, your continued use of the Services, including the acceptance of products and services offered on or through the Services, following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of the Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, any products sold or distributed through the Services or the Agreement, the provisions of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to the Agreement) remain in full force and effect. CCI will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of the Agreement.

27. Amendments: Please note that this Agreement is subject to change by CCI in its sole discretion at any time. When changes are made, CCI will make the new copy of the Agreement available on the website when you log in to your account. We will also update the “Last Updated” date at the top of the Agreement. If we make material changes to the Agreement, we may (and, where required by law, will) also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail or another manner (which may include posting an announcement on our website). CCI may require you to provide consent to the updated Agreement in a specified manner before further use of the Membership or Services is permitted. If you do not agree to any material change(s) after receiving a notice of such change(s), you may cancel your Membership on notice to CCI and receive a pro-rated refund of Membership Fees for the remainder of the relevant Membership Term, and you agree to stop using the Services. Otherwise, your continued Membership or use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT AGREEMENT.

28. Entire Agreement: To the extent permitted by applicable law, this Membership Agreement constitutes the entire agreement between you and CCI and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to these Services. Any rights not expressly granted herein are reserved. Each party confirms that it has not relied upon, and shall have no remedy in respect of any agreement, warranty, statement, representation or undertaking unless set out expressly in this Membership Agreement.

29. Electronic Communications: The communications between you and CCI may take place via electronic means. For contractual purposes, you (a) consent to receive communications from CCI in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures and other communications that CCI provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”). Any and all notices from CCI to you, including those required in this Agreement to initiate arbitration or any other proceedings, will be sent via email (to your last known email address), and such email shall have the same legal effect as if the notice was personally served.

30. Waiver: If we do not enforce any part of this Membership Agreement, it does not mean we give up the right to later enforce that or any other part of this Agreement. In order for any waiver of compliance with this Agreement to be binding, CCI must provide you with written notice of such waiver through one of our authorized representatives.

**Entire Agreement:** This Agreement contains the final and entire agreement between us regarding your use of the Member Benefits and your Membership generally and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Member Benefits and the Membership generally.

**Third Party Beneficiaries:** Other than your Company, no third party is a beneficiary of this Agreement.