

THE WEBSITE LOCATED AT [HTTPS://WILDGOALS.COM](https://wildgoals.com) (“SITE”) IS A COPYRIGHTED WORK BELONGING TO TETU LLC (“COMPANY”). READ THESE TERMS AND CONDITIONS OF USE (“AGREEMENT” OR “TERMS AND CONDITIONS OF USE”) PRIOR TO USING THE SITE. BY USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT USE THE SITE.

1. Eligibility

The Site is available only to individuals who are at least 18 years old. You represent and warrant that if you are an individual, you are of legal age to form a binding contract, and that all information you submit is accurate and truthful. Company may, in its sole discretion, refuse to offer the Site to any person or entity and change its eligibility criteria at any time (in accordance with the Section titled “Modification of Terms and Conditions of Use”. This provision is void where prohibited by law and the right to access the Site is revoked in such jurisdictions.

2. Modification of Terms and Conditions of Use

Company reserves the right, at its sole discretion, to modify or replace these Terms and Conditions of Use at any time by posting a notice on the Site or by sending you an email. Any changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. It is your responsibility to check the Terms and Conditions of Use periodically for changes and to provide us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Your continued use of the Site following the posting of any changes to the Terms and Conditions of Use constitutes acceptance of those changes.

3. Rules and Conduct

(a) The term “Content” means any content generated, provided, or otherwise made accessible on or through the Site, and may include any user submissions, videos, audio clips, written forum comments, information, data, text, photographs, software, scripts, graphics, interactive features, and other content. “Your Content” means Content generated, provided, or otherwise made accessible by you and/or through your account. “User Content” means Content generated, provided, or otherwise made accessible by other users of the Site. “Company Content” means Content generated, provided, or otherwise made accessible by Company or its suppliers.

(b) You are solely responsible for all of your activity in connection with the Site and Your Content. Company is not responsible for Your Content. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise

distribute or facilitate distribution of any Content on or through the Site, including any user submission, that:

- i. infringes any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any other person or entity or violates any law or contractual duty;
- ii. you know is false, misleading, untruthful or inaccurate;
- iii. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, pornographic, vulgar or profane;
- iv. is harmful to minors in any way;
- v. constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam or chain letters;
- vi. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Company or any third party; or
- vii. impersonates any person or entity, including any employee or representative of Company.

(c) Additionally, you shall not:

- i. take any action that imposes or may impose (as determined by Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure;
- ii. interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site;
- iii. bypass any measures Company may use to prevent or restrict access to the Site (or other accounts, computer systems or networks connected to the Site);
- iv. run Maillist, Listserv, any form of auto-responder or "spam" on the Site; or
- v. use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

(d) You shall not (directly or indirectly):

- i. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site, except to the limited extent applicable laws specifically prohibit such restriction,
- ii. modify, translate, or otherwise create derivative works of any part of the Site, or
- iii. copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

(e) Company does not guarantee that any Content will be made available on the Site. Company has no obligation to monitor the Site or Content. However, Company reserves the right, but has no obligation, to remove, edit or modify any Content, to suspend or terminate your account, or to

take other actions (e.g., reporting you to law enforcement), in its sole discretion at any time, with or without notice to you and for any reason (including upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have violated the Terms and Conditions of Use), or for no reason at all.

(f) Company is not obligated to backup any Content and Content may be deleted at any time. You are solely responsible for creating backup copies of Your Content if you so desire.

(g) Company is not responsible for User Content. Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Site. Company does not endorse and has no control over User Content. Company cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Site is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

4. Registration

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Site, you may be required to register with Company and select a password and screen name (“User ID”). You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms and Conditions of Use, which may result in immediate termination of your Company account. You shall not (i) select or use as a User ID or domain a name of another person with the intent to impersonate that person; (ii) use as a User ID or domain a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID or domain a name that is otherwise offensive, vulgar or obscene. Company reserves the right to refuse registration of, or cancel a User ID and domain in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Company password. You shall never use another user’s account without such other user’s express permission. You will immediately notify Company in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

5. Projects: Fund-Raising

(a) The Site is a venue for fund-raising. The Site allows certain users (“Donors”) to donate to projects (“Projects” and “Project Listings”) along with other users (“Supporters”). Each Project will set a fundraising goal (e.g., \$1,000) and may set milestones for each project. Each Donor may pledge amounts (“Pledges”) (e.g., \$100) to the Project via PayPal (with a credit or debit card). Immediately after a donation is made, the Company will charge the Donor the full amount of the donation through Paypal. 100% of the Pledge amount will be distributed by PayPal to the Company, less any payment processing fees. You hereby authorize Company to charge you the amount you Pledge as described above. If you are a Donor, you hereby authorize Company to retain the full amount of all Pledge amounts and understand that this amount will be in the form of a donation and non-refundable for any reason. Company reserves the right to change or add payment processing services at any time, which may affect processing fees.

(b) You understand that making a contribution to a Project does not give you any rights in or to that Project, including any ownership, control, or distribution rights, and that the Company shall be free to solicit other funding for the Project, enter into contracts for the Project, allocate rights in or to the Project, and otherwise direct the Project in its sole discretion. You further understand that nothing in this Agreement or otherwise limits Company's right to enter into agreements or business relationships relating to Projects.

(c) Company shall not be liable for your interactions with any organizations and/or individual found on or through the Site. This includes delivery of goods and services, and any other terms, conditions, warranties or representations associated with Project Listings on the Site. The Company makes no warranties about the content or integrity of any Project nor does the Company bear any responsibility or liability should the Project not be completed. The Site and Company is not responsible for any damage or loss incurred as a result of any such dealings. The Company is under no obligation to become involved in disputes between site members, or between site members and any third party.

(d) Though the Company cannot be held liable for the actions of a Donor, Donors are nevertheless wholly responsible for fulfilling obligations both implied and stated in any Project Listing. The Company reserves the right to cancel a Project Listing at any time for any reason. The Company reserves the right to remove or suspend a Project Listing for any reason. Donors alone, and not the Company, are responsible for ensuring that the Project Listing and related activities comply with all applicable laws and regulations.

(e) The Site makes no guarantees regarding the performance or fairness of PayPal. Additionally, because of occasional failures of some credit cards and/or bank account withdrawals, the Company cannot guarantee the full receipt of the targeted amount. Company is not responsible for PayPal's policies, including for withdrawing funds from the Donor's PayPal account.

(f) The Company may initiate refunds at its sole unfettered discretion, if it deems that they are warranted or necessary for any reason.

(g) Upon making a Pledge a Donor will be granted a specified number of points which will be determined by the amount donated and remain attached to the Donor's account indefinitely. Each Pledge made by the Donor will continue to accumulate further points until such time that sufficient points accumulate in a Donor's account to obtain one or more items from Company's rewards shop located on its Site. The Donor may, at any time, select an item from the rewards shop to be shipped to the Donor once sufficient point accumulate in the Donor's account. Once shipping is approved by Donor, the item will be shipped to an address provided by Donor. Company will set the number of reward points received per each Pledge in its sole discretion, subject to Company's right to change reward points awarded to Donors for their Pledges, at any time, without notice. Reward points may not be exchanged for cash or redeemed for any other item or right other than the items listed in the Company's rewards shop. Company reserves the right to add or delete items from its rewards shop at any time, in its sole discretion.

6. Referrals and Point Plan

In addition to earning points by making Pledges, Donors may earn points by inviting 3rd parties to register with the Site and to make donations. In exchange for referrals made by current Donors of users who register with the Site and become new Donors, then the referring party and the new Donor who has made a Pledge will each receive the specified equal amount of points. If the new Donor refers a user who also registers, becomes a new Donor and makes a Pledge, then all three generations will receive the specified equal amount of points, and so on for up to nine generations downstream from the first referring Donor. User referrals from the 9th new Donor will break off and form a new point plan stream. Only Donors are permitted to make referrals.

At this time, but subject to change without notice by the Site at any time, in its sole discretion; each dollar in donations made by the referred user will earn the referrer, the new Donor, and each party for up to 9 generations upstream from the new Donor 100 points. All direct referrals by any Donor will also earn the Donor and the new Donor points under the above point plan regardless of generational position, if any.

Each Donor, upon the passing of 90 days of being a member of the Site, shall receive 200 points on their birthday.

7. Release

In the event of a dispute between you and any party found on or through the Site, including other Site users, Donors, or PayPal, you release the Company, and its affiliates, officers, employees, contractors, agents, successors, and assigns (“Related Entities”) from claims, damages, liabilities and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

8. Fees and Payments and Taxes

(a) Joining the Site is contingent on making your Pledge within two hours of signing up for membership, otherwise your membership will be rejected. If your membership is rejected due to your delay in making a Pledge, you will be required to repeat the full sign-up process. After your membership is approved, as a Donor, you agree that Company may retain your donation, shipping fees, and any payment processing fees in consideration for using the Site, as described above. All Pledges and Service Fees are collected for the Site by PayPal.

(b) You are responsible for paying all fees and applicable taxes associated with your use of the Site. Company makes no representations regarding the deductibility of any contribution for tax purposes. Please consult your tax advisor for more information. In the event a Project Listing is

removed from the Site for any reason before the funding goal is met, all fees paid will be non-refundable, unless in its sole discretion the Company determines that a refund is appropriate.

(c) Notwithstanding your successful donation to a project you shall ensure strict compliance with any particular formalities which, if not complied with, will either render a transaction void or unlawful.

9. Third Party Site

The Site may permit you to link to or access other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under the Company's control, and you acknowledge that the Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by the Company or any association with its operators. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

10. License to Company Content

(a) You agree that the Site contains Company Content and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Site. Company and its suppliers reserve all rights not granted in this Agreement. All trademarks, logos and service marks displayed on the Site are our property or the property of other third parties. You are not permitted to use these marks without our prior written consent or the consent of such third party which may own the marks.

(b) Company grants each user of the Site a worldwide, revocable, non-exclusive, non-sublicensable and non-transferable license to use and reproduce the Company Content and User Content, solely for personal, non-commercial use. Use or reproduction of any Company Content or User Content for other than personal, non-commercial use is expressly prohibited without prior written permission from the Company, or from the copyright holder identified in such Company Content's or User Content's copyright notice. You shall not otherwise reproduce, modify, create derivative works of, distribute, perform, display, sell, license, rent, transfer, or otherwise use or exploit any Company Content or User Content, including for commercial use or in any way that violates any third party's rights.

11. Third Party Intellectual Property — Copyright Notifications

(a) Company may, in appropriate circumstances and at its discretion, terminate the accounts of users who infringe the intellectual property rights of others. Company will remove infringing materials in accordance with the Digital Millennium Copyright Act if properly notified that content infringes copyright. If you believe that your work has been copied in a way that

constitutes copyright infringement, please provide the Site's Copyright Agent with a written notification containing at least the following information (please confirm these requirements with your legal counsel, or see Section 512(c)(3) of the U.S. Copyright Act, 17 U.S.C. §512(c)(3), for more information):

- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- ii. a description of the copyrighted work that you claim has been infringed;
- iii. a description of where the material that you claim is infringing is located on the Site, sufficient for the Company to locate the material;
- iv. your address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

(b) If you believe that your work has been removed or disabled by mistake or misidentification, please provide the Site's Copyright Agent with a written counter-notification containing at least the following information (please confirm these requirements with your legal counsel or see Section 512(g)(3) of the U.S. Copyright Act, 17 U.S.C. §512(g)(3), for more information):

- i. a physical or electronic signature of the subscriber/user of the Site;
- ii. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- iii. a statement made under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- iv. the subscriber's name, address, telephone number, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

(c) You acknowledge that if you fail to comply with all of the aforementioned notice requirements, your notification or counter-notification may not be valid and that Company may ignore such incomplete or inaccurate notices without liability of any kind. Under Section 512(f) of the Copyright Act, 17 U.S.C. §512(f), any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

(d) Our designated copyright agent for notice of alleged copyright infringement is: TETU LLC.

12. License to Your Content

(a) By submitting any of your content or information to the Site, you acknowledge that you are publishing Your Content, and that you may be identified publicly by your User ID in association with Your Content.

(b) By submitting Your Content on the Site, you hereby do and shall grant, and you represent and warrant that you have the right to grant, Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable (including to other Site users) and transferable license (the “Content License”) to use, edit, modify, reproduce, distribute, prepare derivative works of, display, publish, perform, and otherwise fully exploit Your Content in connection with the Site, the Company’s (and its successors and assigns’) business, including for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels (including third party websites). You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to Your Content; For clarity, the foregoing license grant to Company does not affect your other ownership or license rights in Your Content, including the right to grant additional licenses to the material in Your Content, unless otherwise agreed in writing.

(c) You agree to pay all royalties and other amounts owed to any person or entity due to your submission of Your Content on the Site or the Company’s exercise of the Content License above.

(d) If you provide Company any feedback or suggestions regarding the Site (“Feedback”), you hereby assign to Company all rights in the Feedback and agree that Company shall have the right to use such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary and receive no compensation for such Feedback.

13. Termination

Company reserves the right, in its sole discretion, to place limits on, change, suspend, or discontinue the Site (including the availability of any feature, database, or content) at any time, with or without notice to you. Company may also restrict or terminate your access to parts or all of the Site with or without notice or cause, and without liability (which may result in the forfeiture and destruction of all information associated with your account and cancelation of all Pledge amounts). If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid hereunder are non-refundable. All provisions of the Terms and Conditions of Use which by their nature should survive termination shall survive termination, including ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. Warranty Disclaimer

Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Site; what Content you access via the Site; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Site. The Site may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any Content contained in or accessed through the Site, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site. THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. COMPANY, AND ITS RELATED ENTITIES, DO NOT WARRANT THAT: (A) THE SITE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SITE IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. Electronic Communications Privacy Act Notice (18 U.S.C. §§ 2701-2711):

COMPANY MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITE OR ANY WEBSITE LINKED TO THE SITE. Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Company's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Site.

16. Indemnification

You shall defend, indemnify, and hold harmless Company and its Related Entities from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, Content or otherwise from your Content, violation of these Terms and Conditions of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses.

17. Limitation of Liability

IN NO EVENT SHALL COMPANY, NOR ITS RELATED ENTITIES, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SITE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED U.S. DOLLARS (\$100.00). YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

18. International

Accessing the Site is prohibited from territories where such Content is illegal. If you access the Site from other locations, you do so at your own initiative and are responsible for compliance with local laws.

19. Electronic Delivery/Notice Policy and Your Consent

By using the Site, you consent to receive from the Company all communications including notices, agreements, legally required disclosures or other information in connection with the Site (collectively, "Contract Notices") electronically. The Company may provide such electronic Contract Notices by posting them on the Site. If you desire to withdraw your consent to receive Contract Notices electronically, you must discontinue your use of the Site.

20. Arbitration and Governing Law

All controversies, disputes, demands, counts, claims, or causes of action between you and Company, including disputes arising out of, under, or related in any way to this Agreement or our privacy practices, shall exclusively be settled through binding arbitration.

(a) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("AAA"). As modified by this Agreement, and unless agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively "Rules and Procedures").

(b) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a

FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(c) You and Company must abide by the following rules:

- i. for any claim that could otherwise be brought in small claims court, the arbitration shall be conducted solely based on written submissions and, if the arbitrator deems it appropriate, a telephonic hearing;
- ii. if the claim exceeds what can be recovered in a small claims court, the arbitration shall be conducted solely based on written submissions or a telephonic hearing, unless the arbitrator deems a face-to-face hearing is necessary, in which case one will be held in the state of Florida in the county of the Company's domicile.
- iii. the arbitrator's final ruling will be binding and not merely advisory;
- iv. ANY CLAIMS BROUGHT BY YOU OR COMPANY MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING;
- v. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING,
- vi. in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Company will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation,
- vii. Company also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration;
- viii. the arbitrator shall honor claims of privilege and privacy recognized at law;
- ix. a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either you or Company shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/Company customer; and
- x. each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees' and litigation expenses.

(d) Notwithstanding the foregoing, either you or Company may bring an individual action in small claims court. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration provision. Such claims shall be exclusively brought in the state or federal courts located in the county of the Company domicile/principal office. Additionally, notwithstanding this arbitration provision, either party may seek emergency equitable relief before the state or federal courts located in Florida in order to maintain the status quo pending the arbitrator's ruling, and hereby agree to submit to the personal jurisdiction of the courts located within Florida for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(e) With the exception of subparts (iv) and (v) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (iv) or (v) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither You nor Company shall be entitled to arbitration. In the event this arbitration provision is held unenforceable by a court, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and Company shall be exclusively brought in the state or federal courts located in the county of the Company's domicile/principal office at the time.

(f) For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>. The Terms and Conditions of Use is made under and shall be governed by and construed in accordance with the laws of the State of Florida, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

21. Miscellaneous

These Terms and Conditions of Use are the entire agreement between you and Company with respect to the Site and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the Site. If any provision of the Terms and Conditions of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms and Conditions of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including mechanical, electronic or communications failure or degradation (including "line-noise" interference). The Terms and Conditions of Use are personal to you, and are not assignable, transferable or sublicensable by you except with Company's prior written consent. Company may assign, transfer or delegate any of its rights and obligations hereunder without your consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms and Conditions of Use and neither party has any authority of any kind to bind the other in any respect. Notwithstanding the arbitration provisions above, in any action or proceeding to enforce rights under the Terms and Conditions of Use, the prevailing party will be entitled to recover costs and attorneys' fees. The term "including" means "including without limitation".

22. Contact Information

Info@wildgoals.com