

TERMS OF SERVICE AGREEMENT

Last Revised: October 25, 2016

Welcome to Imzy's Terms of Service Agreement. Imzy provides a social platform that allows our users ("Users") to join, and to create, communities. We want you to know your rights and our rights, so we have prepared this Agreement ("Agreement") between Saurus, Inc., a Delaware corporation doing business as Imzy ("Imzy," "we," or "us") and you. This Agreement sets forth the terms of your use of the Imzy website located at www.imzy.com, including the services and resources available or enabled via the Site (the "Services").

We tried to write this for real people to actually read, but please feel free to contact us at support@imzy.com if you have any questions or suggestions for improvement.

Acceptance of the Terms of Service

BY CLICKING ON THE "I ACCEPT" BUTTON, CREATING AN ACCOUNT WITH US, AND/OR BROWSING THE SITE OR DOWNLOADING OUR MOBILE APPLICATIONS (THE "APPLICATION(S)" AND COLLECTIVELY WITH THE IMZY WEBSITE, THE "SITE"), YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH IMZY, AND (3) YOU HAVE THE CAPACITY TO ENTER INTO THIS AGREEMENT.

If you don't agree to abide by all the terms and conditions of this Agreement, that's a bummer, because that means you may not access or use the Site or the Services.

PLEASE BE AWARE THAT THIS AGREEMENT CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF UTAH, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Updates to this Agreement

We are a growing company trying to provide Services you'll love, and as we evolve to best fit our Users' needs, we may need to make changes to these terms. Imzy reserves the right to modify this Agreement by posting an updated Agreement on the Site. We will also update the "Last Updated" date at the top of this Agreement. If we make any material changes, and you have registered with us to create an Account, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to this Agreement. **YOU MAY PROVIDE US WITH EITHER AN E-MAIL ADDRESS OR YOUR MOBILE PHONE NUMBER, BUT YOU SHOULD PROVIDE US WITH YOUR E-MAIL ADDRESS IF YOU WANT TO RECEIVE NOTICE OF MATERIAL CHANGES TO THIS AGREEMENT, AS WE WILL NOT SEND TEXT MESSAGES TO USERS WHO ONLY PROVIDE US WITH THEIR PHONE NUMBER.** Any changes to the Agreement will be effective immediately for new Users of the Site and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Site for existing Users, provided that any material changes shall be effective for Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Site or thirty (30) days after dispatch of an e-mail notice of such changes to Users who have registered to create an Account. We may require you to provide consent to the updated Agreement in a specified manner before further use of the Site and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Services. Otherwise, your continued use of the Site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT AGREEMENT.

Because we want you to be as informed as possible, we will keep a public record of all versions of our Agreement so you can easily compare and contrast and understand exactly what's changed. We'll post a link here as soon as we make any updates.

- [View previous version](#)

About You

Our Services are not directed at people under the age of 13, and we do not knowingly collect any personal information from such people. If you know that a User under the age of 13 is accessing our Services, please contact us at support@imzy.com.

Please review the rest of the content below, especially the rest of this "About You" section, as these rules govern what you can and can't do (and some things you must do) using our Services, and you will be legally bound to them.

Your responsibilities

- To participate in the Services, you must create an account with us that includes a username, password, and an e-mail address or mobile phone number ("Account").
- You certify that the information you provide relating to your Account is accurate, complete, and updated.
- You are responsible for maintaining the confidentiality of your login credentials and for any activity that occurs through your Account. If you suspect your Account has been compromised, email us at support@imzy.com as soon as possible so we can help rectify the situation.
- You are responsible for your conduct and any content shared through your Account, which includes any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links, and other any other materials ("Content"). For purposes of this Agreement, the Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through our Site or Services is referred to as "**Your Content**."
- You may not license, transfer, sell, or assign your Account without our explicit prior written approval.
- You are responsible for your interactions with other Users, both through the Services and outside of them. You agree that Imzy is not responsible or liable for the conduct of other Users and has no obligation to intercede in any disputes between or among Users, but may do so if desired. You agree that we will not be responsible for any liability incurred as the result of such interactions.

Your agreements and acknowledgements

- You agree to abide by all our guidelines for behavior and content contained in our [Community Policy](#).
- You agree that Content that you or other Users Make Available on our Site or Services (collectively "**User Content**") is the sole responsibility of the User who provided that User Content, and Imzy does not control the User Content. We have no obligation to review or monitor, and we do not approve, endorse, or make any representations or warranties with respect to User Content. You use all User Content and interact with the Services and Content that we Make Available through the Site and Services ("**Imzy Content**") and the User Content at your own risk.
- You may find links to third-party sites on the Services. You agree that Imzy is not a party to, nor in any way responsible for, any transactions you may have with these third parties. For this reason, any transactions you enter into with these third parties are your responsibility alone, so be careful.
- You agree that by using the Site and/or the Services you consent to the collection, use, and sharing of Your Content for purposes of operating and improving the Services. We talk a lot more about how we use your Content, including Personal Data, in our [Privacy Policy](#).
- You agree that Imzy is not responsible for, nor can we endorse, any third-party applications that you use in conjunction with our Services, and any interactions, information transfer, or anything else related to those applications.
- You understand and agree that if you violate the letter or spirit of this Agreement or otherwise create risk or possible legal exposure for Imzy, we can stop providing all or part of the Services to you.

Your restrictions

- Don't post Content that glorifies self-harm, promotes terrorism, displays gore or torture relating to people or animals, or that is, or includes, video or other visual imagery whose primary or sole purpose is sexual arousal. Don't harass, spam, impersonate, or deceive others.
- Don't share any Content that you do not have the necessary right to. Respect the intellectual property rights of others.
- Don't post any Content that is threatening, abusive, defamatory, libelous, deceptive, fraudulent, tortious, or invasive of another's privacy.
- Don't use the Services to do anything illegal, including to conduct transactions for any illegal goods or services. By accessing or using the Services, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Services.
- Don't access employee-only parts of the Services or access the Services in any means other than those provided directly by Imzy.
- Don't tamper with the computer or delivery systems of Imzy and/or its service providers or change the Services in any way.
- Don't try to hack us or any of our Users. Don't probe, scan, or test any system, network, or account, especially for vulnerabilities, or otherwise try to get around or through the security measures we've put in place. We do support and appreciate responsible reporting of vulnerabilities. You can report security issues at security@imzy.com.
- Don't disrupt the availability of the Services. Don't send a virus, spam, overload, or otherwise use the Services in any other way that would interfere with the Services or provide an undue burden our ability to provide them.
- Don't crawl, scrape, cache, or otherwise access any Content on the Service via automated means without our express prior written consent.
- Don't use Imzy's trademarks, branding, logos, or any other assets in a way that represents authority to speak on behalf of Imzy, an association or official relationship with Imzy, or that you are a part of Imzy without our express prior written consent.
- Don't use the Services in any way that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, or impersonates any person or entity, including any employee or representative of Imzy.
- Unless you have our express prior written consent, don't use the Services in any way that involves commercial activities or sales that are not natively supported and built into the Services by Imzy.

Don't mess with Imzy in any other ways not listed here, either. Use common sense in how you interact with the Services and with other Users. We go much more in depth on how to behave within the Services platform in our [Community Policy](#).

We may monitor or review the Site, Services and Content at any time. Without limiting the foregoing, we have the right, in our sole discretion, to remove any of Your Content for any reason (or no reason), including if Your Content violates the Agreement or any applicable law. Although we don't generally monitor User activity, if we become aware of any possible violations by you of any provision of the Agreement, we reserve the right to investigate such violations.

Becoming a Community Leader

Anyone can create an Imzy community—even you! When you create an Imzy community, you become the community leader for that community ("**Community Leader**"). As the Community Leader, you can customize what kinds of Content Users can post in your community, what applications are enabled in the community, and rules for posting in your community. Community Leader is an unofficial, voluntary position. We reserve the right to revoke that position for any User at any time. If you become a Community Leader, you agree to the following:

- You are not a partner, employee, contractor, or agent of Imzy and you may not enter into any form of agreement on behalf of Imzy, or the community for which you are the Community Leader, without our express prior written approval.
- You may not perform any actions in return for any form of compensation or favor from third parties without our express prior written approval, except if the ability to receive compensation for such actions is natively supported and has been built into the Services by Imzy. In addition, we understand and agree that you may be paid by an employer who has authorized you to create and lead a Community on its behalf.
- When you receive notice that there is content that violates this Agreement on communities for which you are the Community Leader, you agree to remove it.
- You are not entitled to receive any compensation or other benefits from Imzy.

Termination of Your Access

Without advance notice, at any time and for any reason, including but not limited to violation of this Agreement, we may (a) suspend your access to the Site and/or Services, (b) suspend or terminate your Account, and/or (c) remove any of Your Content from the Site and/or Services.

About Us

Here are some things you need to know about Imzy.

- We change the Services often and without warning! We're trying to make the best platform possible for you, and sometimes that includes big changes, and it definitely includes lots of updates.
- Imzy may change, suspend, restrict, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content without notice or liability.
- We have no obligation to screen Content (including, but not limited to, User Content), although we reserve the right in our sole discretion to pre-screen, refuse, or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge that you have no expectation of privacy concerning Your Content, including without limitation chat, text, or voice communications.
- IMZY IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND REGARDING THE TYPE, QUALITY, OR AVAILABILITY OF SERVICES, THE APPLICATION, OR THE CONTENT PROVIDED, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.
- Imzy's failure to insist upon or enforce strict performance of any provision or right granted pursuant to this Agreement does not constitute a waiver of such provision or right.
- Imzy may terminate or suspend your Account or usernames at any time, in its sole discretion. Upon termination, all licenses and other rights granted to you in this Agreement will immediately cease.
- IMZY WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS OR DAMAGE OF ANY KIND DIRECTLY OR INDIRECTLY RELATED TO THE SERVICE, PROPRIETARY OR USER CONTENT, YOUR USE OF OR ABILITY TO USE THE SERVICES, OR BEHAVIOR OF ANY USER OR THIRD PARTY THROUGH THE SERVICES. THIS LIMITATION APPLIES TO ALL CLAIMS.
- IN NO EVENT WILL IMZY'S TOTAL LIABILITY TO YOU FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (US \$100.00) OR THE AMOUNT YOU PAID US TO USE THE APPLICABLE SERVICES.
- The foregoing limitations of liability in subsections 7 and 8 above are enforceable to the fullest extent allowed by applicable law.

About Content

You warrant that you own or have a fully paid, royalty-free, perpetual, irrevocable, worldwide nonexclusive, and fully sublicenseable right and license (including moral rights) to use, host, store, cache, reproduce, perform, display, distribute, adapt, modify, publish, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, Your Content. We agree that you retain all rights to Your Content. It's your intellectual property to do with as you wish, and any royalties or reimbursement you get for Your Content outside of Imzy are entirely yours. We're proud your work found a home here, but we would never want to limit its use outside of Imzy.

You agree that submission of any ideas, suggestions, documents, and/or proposals to us through our suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant us a fully paid, royalty-free, perpetual, irrevocable, worldwide, nonexclusive, and fully sublicenseable right and license (including moral rights) to use, host, store, cache, reproduce, perform, display, distribute, adapt, modify, publish, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Site, the Services and the Content.

Sharing Your Content

By sharing Your Content through the Services, you grant us a fully paid, royalty-free, perpetual, irrevocable, worldwide nonexclusive, and fully sublicenseable right and license (including moral rights) to use, host, store, cache, reproduce, perform, display, distribute, adapt, modify, publish, re-format, and create derivative works of that Content in any manner.

The rights you grant in this license are only to allow us to operate the Services. These rights include allowing us to use third-party service providers in the operation and administration of the Services and the rights granted to us are extended to these third parties to the degree necessary in order for the Services to be provided. Without your grant of these rights, we can't display Your Content to the community you're trying to submit it to or even to you directly, index it for searching, or make backups to prevent data loss, etc.

This license is not intended to give Imzy the right to make substantive editorial changes or derivations to Your Content, but it does, for example, enable other Users to repost, comment on, or use other functionalities through the Services in relation to Your Content.

If you terminate your Account or delete a username, we are committed to making Your Content inaccessible to others, but that may not be completely possible due to the social nature of User Content shared through our Services. When you post something publicly, others may choose to comment on it, copy it, and modify it, making Your Content part of a conversation that can't later be erased without disrupting the conversations of other Users. You can still delete your comments and posts, of course, but you can't delete other people's User Content that may reference Your Content. Simply put, it's hard to remove something completely that has been posted publicly, so please think twice before you post.

DMCA Policy

If you believe your Content or IP has been stolen or that another User has infringed on your copyrights, you can file a DMCA notice, following the Digital Millennium Copyright Act. Please contact us at DMCA@imzy.com to file a copyright claim or send to the following address:

Imzy DMCA Claims
PO Box 3654
Salt Lake City, UT 84110

We require a valid DMCA notice before removing content. The claim should identify the following:

- Allegedly infringing material and URL where it is located.
- Legal basis for the claimed infringement.
- Registration and/or application number(s) pertaining to their trademark.
- Physical or electronic signature and statement that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If we remove material in response to a copyright or trademark claim, the user who posted the allegedly infringing material will be notified and provided with information from the complainant's notice (like identification of the rightsholder and the allegedly infringed work) so they can determine the basis of the claim.

The posting user can send us an appeal explaining their side of the situation, along with any relevant materials we should look at. A DMCA counter-notification can be filed with us through the same channels by including the following:

- Identification of content removed.
- Explanation of why you believe it was incorrectly removed.
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of federal district court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification under DMCA 512 subsection (c)(1)(c) or an agent of such person.
- Physical or electronic signature and statement that the information above is accurate, under penalty of perjury.

Counter-notifications that we determine to be valid will result in restoration of the content at issue following the required waiting period prescribed by the DMCA. A successful appeal will result in restoration of the removed content.

About Payments

We provide the ability for financial transactions, such as "tips," to take place between Users and Community Leaders or other Users within our Services. Imzy is not party to any contracts between or among our users; we only provide a platform for these exchanges to take place. In consideration of facilitating these payments, Imzy may charge a small fee on each payment transaction made through the Services.

For all payments of any kind made through the Services, you authorize Imzy to charge your credit card through its payment processing partner (Stripe) according to the amount specified. Your payment information will be stored through Stripe and will not be stored directly on our servers. Imzy retains the right, in its sole discretion, to place a hold on any payment through our system.

Tips to any User or Community Leader are given without any expectation of receiving anything in return, and thus refunds are not available. Imzy has no obligation to provide refunds for payments already made to other Users but we may, in our sole discretion, grant them in extenuating circumstances or to correct any errors made by Imzy.

By submitting your payment information, you agree to pay all costs that you may incur, and you give us permission to charge you when payment is due for an amount that includes all transaction taxes on the payments made under this Agreement (other than taxes based on Imzy's income, of course), fees, and charges imposed by Imzy or its service providers.

More information about how payments work on Imzy can be found at our handy [Payments FAQ](#).

Dispute Resolution

We are committed to serving you in the best way we can. If you have any issues, please contact us through support@imzy.com to seek a resolution. We really want to help you and make you happy, we promise.

Arbitration Agreement

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Imzy and limits the manner in which you can seek relief from us.

1. Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Site and/or the Services, to any products sold or distributed through the Site and/or the Services, or to any aspect of your relationship with us, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (b) you or Imzy 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).

IF YOU AGREE TO ARBITRATION WITH US, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST US ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON OUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST US IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

2. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Shumway Van LLC, 8 E Broadway St #550, Salt Lake City, UT 84111. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the JAMS's most current Rules and procedures available at <http://www.jamsadr.com/procedures-streamlined-arbitration/>; all other claims shall be subject to Streamlined Arbitration version of the Comprehensive Arbitration Rules and Rules, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at 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. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and fees not obtain a waiver from JAMS, we will pay them for you. In addition, we will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

3. Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Imzy. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedies or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

4. Waiver of Jury Trial. YOU AND IMZY 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 Imzy are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in subsection (1) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

5. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that a subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in this court as set forth in the governing Law section below.

6. 30-Day Right to Opt Out. You and Imzy have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Imzy, Inc., PO Box 3654, Salt Lake City, UT 84110, or an email to support@imzy.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), 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.

7. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions.

8. If you provide Imzy with an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to Imzy is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. **YOU MAY PROVIDE US WITH EITHER AN E-MAIL ADDRESS OR YOUR MOBILE PHONE NUMBER, BUT YOU SHOULD PROVIDE US WITH YOUR E-MAIL ADDRESS IF YOU WANT TO RECEIVE ANY NOTICES REQUIRED OR PERMITTED BY THIS AGREEMENT.** You may give notice to Imzy at the following address: Imzy, Inc., PO Box 3654, Salt Lake City, UT 84110. Such notice shall be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

9. You may not use, export, import, or transfer the Site, Service or the Content except as authorized by U.S. law, the laws of the jurisdiction in which you obtained access to the Site, Services or Content, or any other applicable laws. In particular, but without limitation, access to our Site or Services cannot be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that products, services or technology provided by Imzy are subject to the export control laws and shall not, without prior U.S. government authorization, export, re-export, or transfer Imzy products, service or technology, either directly or indirectly, to any country in violation of such laws and regulations.

10. In accordance with California Civil Code 1789.2, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

11. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.