

SITE TERMS AND CONDITIONS OF USE

1. User's Acknowledgment and Acceptance of Terms

Kibble Connect, LLC (referred to as “Kibble Connect” or “Company”) provides the www.kibbleconnect.com site and various related apps and services (together referred to as the (“Site”) subject to user’s compliance (“User”) with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between our Company. In addition, when using services or materials on the Site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, USER AGREES TO BE BOUND BY THESE TERMS OF USE. IF USER DOES NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. USERS REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. USER’S AGREEMENT WITH USER REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF USER’S USE OF THIS SITE.

These Terms of Use are effective as of July 4, 2020. Company reserves the right to change these Terms of Use from time to time without notice to User. User acknowledges and agrees that it is Users responsibility to review this Site and these Terms of Use periodically and to be aware of any modifications. User’s continued use of this Site after such modifications will constitute User’s acknowledgment of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or its contents.

2. Description of Services

Company makes various services available on this Site including, but not limited to, a pet-focused donation platform assisting in connecting organizations, people, retailers, and distribution centers who obtain spare pet food and/or supplies with animal shelters, animal rescues, and pet pantry programs in need. Company enables donors to swiftly identify organizations they see fit for their particular organization. Company enables donor to post about available items they would like to donate. Company provides a platform for organizations to post their specific donation needs/requests. Company provides a platform for donors and organizations to directly connect with one another in order to share or claim a donation. (the “Services”). USER ACKNOWLEDGES THAT USER’S ABILITY TO OBTAIN SERVICES AND/OR DELIVERY

OF PRODUCTS THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH COMPANY AS A PROVIDER OF THOSE SERVICES. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE EXCHANGE OF DONATIONS BETWEEN USER AND ORGANIZATIONS.

Company reserves the sole right to either modify or discontinue this Site, including any features therein, at any time with or without notice to User. Company shall not be liable to User or any third party should Company exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based Services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current Services on this Site shall also be subject to these Terms of Use.

User understands and agrees that temporary interruptions of the Services available through this Site may occur as normal events. User further understands and agrees that Company has no control over third party networks User may access in the course of the use of this Site, and therefore, delays and disruption of other network transmissions are completely beyond Company's control.

User understands and agrees that the Services available on this Site are provided "AS IS" and that Company assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. Description of Goods

Company accepts items including but not limited to, unexpired and unopened dry and wet cat food, unexpired and unopened dry and wet dog food, dog and cat treats, dog and cat toys, gently used dog and cat beds, blankets, towels, crates, water bowls, leashes, harnesses. Other items that are acceptable for User to request or donate include supplies for the organizations and supplies to help better serve the animals in their care. USER REPRESENTS AND WARRANTS WHAT USER IS POSTING DOES NOT INCLUDE OPENED OR EXPIRED PET FOOD OR TREATS TO ENSURE THE ANIMAL'S SAFETY AND WELL-BEING.

4. Registration Data and Privacy

In order to access some of the Services on this Site, User will require a separate account and password that can be obtained by completing Company's online registration form, which requests certain information ("Registration Data") and maintaining and updating User's Registration Data as required. Registration Data may include, but is not limited to, the following: the User's name, phone number, email, website (if applicable), EIN (if applicable), address, and donation description details such as the estimated number of cans of wet food, the number of bags or dry food, the type of brands, expiration date, reason for donating, type and condition of supplies being donated (i.e. gently used dog bed).

Upon registering User's account, user will be able to post as a donor with an available donations or as an organization seeking/requesting a donation. Company does not guarantee donations will be tax deductible and shall not be responsible for this. User may be able to determine if the organization will be able to provide a tax-deductible receipt. Company will review and approve

the post for purposes of sharing available donations or to submit a request for a donation. The Users are able to communicate on the Site through the contact information provided in the post. As soon as the donation is claimed or filled, Company requests that the User inform Company for updating purposes. Company does not guarantee the availability of any posts on its Site.

If User is a shelter, rescue organization, or group in need of a pet food/supply donation, the proper form to complete the request is referenced on the Site.

By registering, User agrees that all information provided in the Registration Data is true and accurate and that User will maintain and update this information as required in order to keep it current, complete and accurate.

User also grants Company the right to disclose to third parties certain Registration Data about User. The information Company obtains through Users use of this Site, including User's Registration Data, is subject to Company's Privacy Policy, which is specifically incorporated by reference into these Terms of Use. The User's information will be stored in a database hosted by GoDaddy Wordpress.

5. Payment of Fees

There are currently no product fees associated with this Site.

6. Conduct on Site

User's use of the Site is subject to all applicable laws and regulations, including Netiquette, and User's are solely responsible for the contents of User's communications through the Site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to User on or through this Site, User agrees that User will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

- (a) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- (b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- (d) Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any

form of lottery or gambling;

- (e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- (f) Impersonates any person or entity, including any of our employees or representatives;
- (g) Is criminal in nature or solicitous of any criminal act;
- (h) Is prohibited from inaccurately posting about their donation needs or what the User's amount available to donate;
- (i) Posting or emailing to offer, promote, or link unsolicited products or services;
- (j) Reaching out to any other User who is posting their donation information for any other reason other than to inquire about seeking or purchasing donations; or
- (k) No blogging by Users, no message boards permitted.

Company neither endorses nor assumes any liability for the contents of any material uploaded or submitted by third party users of the Site. Company generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this Site. However, Company and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our Site, or is otherwise harmful, objectionable, or inaccurate. Company is not responsible for any failure or delay in removing such content. User hereby consents to such removal and waives any claim against Company arising out of such removal of content. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this Site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

User agrees to use the Site and Services only for the registered account holder, and not for any other company or individual.

In addition, User may not use User account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Site may be available to User or other authorized users of the Site. User shall not interfere with anyone else's use and enjoyment of the Site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

User agrees that Company may at any time, and at Company's sole discretion, terminate User's membership without prior notice to User for violating any of the above provisions. In addition,

User acknowledges that Company will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

7. Third Party Sites and Information

This Site may link User to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and User acknowledges that Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor is Company responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by Company, or any warranty of any kind, either express or implied.

8. Intellectual Property Information

Copyright © 2020 Kibble Connect, LLC All Rights Reserved.

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on the Site. This includes, but is in no way limited to, message boards, chat, and other original content.

By accepting these Terms of Use, User acknowledges and agrees that all content presented to User on this Site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Kibble Connect, LLC and/or its Affiliates. User is only permitted to use the content as expressly authorized by Company or the specific content provider. Except for a single copy made for personal use only, User may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this Site in any form or by any means without prior written permission from us or the specific content provider, and Users are solely responsible for obtaining permission before reusing any copyrighted material that is available on this Site. Any unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither Company nor our Affiliates warrant or represent that User's use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this Site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Kibble Connect, LLC or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants User any right to use

any trademark, service mark, logo, and/or the name of Kibble Connect, LLC or its Affiliates.

9. User's Materials

Subject to Company's Privacy Policy, any communication or material that User transmits to this Site or to Company, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While User retains all rights in such communications or material, User grants Company and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to Company unless Company has mutually agreed in writing otherwise. Company is also unable to accept User's unsolicited ideas or proposals, so please do not submit them to Company in any circumstance.

Company respects the intellectual property of others, and Company asks User to do the same. If User or any user of this Site believes its copyright, trademark or other property rights have been infringed by a posting on this Site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed'
- (b) Identification of the copyrighted work claimed to have been infringed;
- (c) Information reasonably sufficient to permits Company to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit Company to locate the materials;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

User acknowledges and agrees that upon receipt of a notice of a claim of copyright infringement, Company may immediately remove the identified materials from the Site without liability to User or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

10. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY MAKE NO WARRANTY THAT (a) THE SERVICES AND MATERIALS WILL MEET USER'S REQUIREMENTS, (b) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (d) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY USER FROM THE SITE FROM COMPANY OR OUR AFFILIATES WILL MEET USER'S EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. COMPANY MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND COMPANY MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT USER'S OWN DISCRETION AND RISK AND WITH USER'S AGREEMENT THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through User's use of the Site, User may have the opportunities to engage in commercial transactions with other users and vendors. User acknowledges that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and User. COMPANY MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND USER UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT USER'S OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION

AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY COMPANY OR ANY OTHER OF COMPANY'S AFFILIATES.

Before purchasing products and services on or through this Site, review our Sales Terms and Conditions, which are incorporated by reference into these Terms of Use.

Content available through this Site often represents the opinions and judgments of an information provider, Site user, or other person or entity not connected with Kibble Connect, LLC. Company does not endorse, nor is Company responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Kibble Connect, LLC spokesperson speaking in his/her official capacity. Please refer to the specific editorial policies posted on various sections of this Site for further information, which policies are incorporated by reference into these Terms of Use.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER.

11. Limitation of Liability

User's exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and User's use of this Site shall be limited to the amount User paid Company for the Services on the Site during the twelve (12) month period before the act giving rise to the liability.

IN NO EVENT SHALL COMPANY OR OUR AFFILIATES BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, COMPANY SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO USER.

12. Indemnification

Upon a request by Company, User agrees to defend, indemnify, and hold Company and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise

from User's use or misuse of this Site. Company reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event user will cooperate with Company in asserting any available defenses.

13. Participation in Promotions

From time to time, this Site may include advertisements offered by third parties. User may enter into correspondence with or participate in promotions of the advertisers showing their products on this Site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between User and the advertiser. Company assumes no liability, obligation or responsibility for any part of any such correspondence or promotion. Company may send newsletters regarding donation stories or highlighting available or needed donations posted on the Site.

14. Use of Site and Storage of Material

User acknowledges that Company may establish general practices and limits concerning use of the Services available on Company's Site, including without limitation the maximum number of days that uploaded content will be retained on the Site, the maximum disk space that will be allotted or our servers on User's behalf, and the maximum number of times (and the maximum duration for which) User may access the Services in a given period of time. User agrees that Company has no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this Site. User acknowledges that Company reserves the right to log off accounts which have not paid a subscription fee that are inactive for an extended period. User further acknowledges that Company reserve the right to change these general practices and limits at any time, in Company's sole discretion, with or without notice.

Company provides storage space and access for material through Company's Site. For purposes of these Terms of Use, "material" refers to all forms of communication that Company may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. User may not use this Site to publish material that Company determines, at Company's sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in "Your Conduct on the Site" above. Company will not routinely monitor the contents of User's online portfolio. User's are solely responsible for any information contained in User's online portfolios. However, if complaints are received regarding language, content, or graphics contained in User's online portfolio, Company may, at Company's sole discretion, remove the images hosted on our servers and terminate User's Web hosting service. Company may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of Company's users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of User's account or limitation of User's activities.

This Site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although Company takes reasonable precautions to preserve and protect the material User uploads to the Site, User should not rely on the Site as User only storage facility. User should preserve backup copies of any digital data, information or other materials that User has uploaded. User agrees not to hold Company for any damage to, any deletion of or any failure to store User's files, data or Registration Data.

15. Security and Password

Users are solely responsible for maintaining the confidentiality of User's password and account and for any and all statements made and acts or omissions that occur through the use of User's password and account, including any mail sent and any charges incurred. Therefore, User must take steps to ensure that others do not gain access to User's password and account. Our personnel will never ask User for User's password. User may not transfer or share User's account with anyone, and Company reserves the right to immediately terminate User's account in the event of any unauthorized transfer or sharing thereof.

16. Export Controls

Software available on or through this Site is subject to United States Export Controls. No software from this Site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the software, User represents and warrant that User's are not located in, under the control of, or a national or resident of any such country or on any such list.

17. International Use

Although this Site may be accessible worldwide, Company makes no representation that materials on this Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

18. Cancellation of Service/Termination of Use

User may cancel User's service with www.kibbleconnect.com by sending an email requesting cancellation to contact@kibbleconnect.com.

User agrees that Company may, in Company's sole discretion, terminate or suspend User's access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating User's relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, User's right to use the Services available on this Site immediately ceases, and User acknowledges and agrees that Company may immediately deactivate or delete User's account and all related information and files in User's account and/or bar any further access to such files or this Site. Company shall not be liable to User or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by Company in connection therewith. Sections 1, 3, 5-11, 14, and 18-20 of these Terms of Use, as well as User's liability for any unpaid fees, shall survive any termination.

19. Governing Law

This Site (excluding any linked sites) is controlled by Company from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this Site both of User and Company agrees that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, shall apply to all matters relating to the use of this Site and the purchase of products and services available through this Site.

20. Arbitration

Except as provided below, any dispute or controversy arising out of, or relating to, or concerning the interpretation, construction, performance, or breach of this agreement, will be governed by Texas law and settled by arbitration to be held in Travis County, Texas, in accordance with the then-effective rules of the American Arbitration Association. The arbitrator may grant injunctions or other relief in that dispute or controversy. The decision of the arbitrator will be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The parties shall each pay one-half of the costs and expenses of that arbitration, and each party shall separately pay counsel fees and expenses.

THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE USER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THESE TERMS OF USE EXCEPT AS PROVIDED IN BELOW, INCLUDING:

- (1) all claims for breach of contract, express and implied; breach of the covenant of good faith and fair dealing, express and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation;
- (2) all claims for violation of a federal, state, or municipal statute, including Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, and the Fair Labor Standards Act;

- (3) all claims arising out other laws and regulations relating to employment or employment discrimination.
- (a) Equitable remedies. It would be impossible or inadequate to measure and calculate the company's damages from any breach of the covenants set forth in this agreement. Accordingly, if those covenants are breached, the company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining that breach or threatened breach and to specific performance of any such provision of this agreement. No bond or other security will be required to obtain that equitable relief and the employee hereby consents to the issuance of that injunction and to the ordering of specific performance.
- (b) Consideration. Each party's promise to resolve claims by arbitration in accordance with this agreement, rather than through the courts, is consideration for the other party's like promise.

21. Notices

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to Company must be sent to the attention of Customer Service at contact@kibbleconnect.com, if by e-mail, or at Kibble Connect, LLC, 1225 Hillside Avenue, Austin, Texas 78704, if by conventional mail. Notices to User may be sent either to the email address supplied for User's account or to the address supplied by User as part of User's Registration Data. In addition, Company may broadcast notices or messages through the Site to inform User of changes to the Site or other matters of importance, and such broadcasts shall constitute notice to User.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by US mail, return receipt requested; (d) on the delivery date if transmitted by confirmed facsimile; or (e) on the delivery date if transmitted by confirmed email.

22. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by the parties. To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

23. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party shall be entitled to costs and attorneys' fees. Any cause of action brought by User against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

User may not assign User's rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. Company may freely assign our rights and obligations under these Terms of Use.

User agrees not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site.

In addition to any excuse provided by applicable law, Company shall be excused from liability for non-delivery or delay in delivery of products and services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, pandemic, epidemic, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by Company to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

24. Contact Information

Except as explicitly noted on this Site, the Services available through this Site are offered by Kibble Connect, LLC, a Texas limited liability company, located at 300 East Riverside Drive, Apt 645, Austin, Texas 78704. Company's telephone number is (703) 969-7615. If User is a Texas resident, User may have this same information emailed to User by sending a letter to the foregoing address with User's email address and a request for this information. The Consumer Protection Division of the Office of the Attorney General may be contacted in writing at P.O. Box 12548, Austin, TX 78711-2548, or by telephone at (800) 621-0508. If User notices that any user is violating these Terms of Use, please contact us at (512) 729-6212.