



# GLOBALPOKERACADEMY.COM

## TERMS OF USE

**VERSION: 1.0**

**DATE OF LAST UPDATE: 16 December 2022**

These Terms of Use form a binding legal agreement between you and us and apply to your Use of the Website in any way, including any content, functionality, and services offered on or through the Website, through any electronic device (web, mobile, tablet or any other device).

You must read these Terms of Use carefully in their entirety before Using our Website. By Using our Website, you confirm that you have read and agree to be bound by these Terms of Use, which include and are inseparably linked to our Privacy Policy.

PLEASE NOTE THAT THESE TERMS OF USE INCLUDE A PROVISION WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AND REQUIRING YOU TO PURSUE PAST, PENDING, AND FUTURE DISPUTES BETWEEN YOU AND US THROUGH INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT WITHIN THE SPECIFIED TIME FRAME. SEE SECTION 12 FOR MORE INFORMATION.

By accepting these Terms of Use you agree that your Use of the Website is at your sole option, discretion and risk.

This Website is offered and available only to users who are 18 years of age or older, and only users who are in the continental United States and Hawaii (excluding the States of Idaho and Washington) and Canada (excluding Quebec) are eligible to Use the Website. By Using this Website, you represent and warrant that you are of legal age to form a binding contract with us and you meet all of the foregoing eligibility requirements. If you do not: (i) meet all of these requirements; or (ii) agree with any provision of these Terms of Use or any other linked policy, rules or terms, you must not Use the Website.

## 1. DEFINITIONS

### 1.1. Defined Terms

**Collective Arbitration** means claim as part of a class, group, collective, coordinated, consolidated, mass, or representative proceeding.

**Content Standards** means the standards set out in section 7 of these Terms of Use.

**Privacy Policy** means our privacy policy as amended from time to time and available here.

**Terms of Use** means these terms of use as amended from time to time.

**Use** means access to, and use of, the Website.

**VGW GP** means VGW GP Limited (company registration number C78260) a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address at Trident Park, Notabile Gardens, No. 6, Level 3, Central Business District, Mdina Road, Zone 2 Birkirkara, CBD2010, Malta.

**VGW Group, we, us or our** means VGW GP and any and all of its subsidiaries, holding companies or related bodies-corporate.

**Website** means the website located at [www.globalpokeracademy.com](http://www.globalpokeracademy.com) and all subdomains, subpages and successor sites, including but not limited to all features, tools and services available.

## **2. CHANGES TO THE TERMS OF USE**

- 2.1. We may revise and update these Terms of Use from time to time in our sole discretion. It is your sole responsibility to check whether these Terms of Use have been updated. All changes are effective immediately when we post them and apply to all Use of the Website.
- 2.2. Your continued Use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

## **3. ACCESS TO AND USE OF THE WEBSITE**

- 3.1. We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access to some parts of the Website, or the entire Website.
- 3.2. These Terms of Use do not grant you any right, title or interest in the Website, including but not limited to any and all information and content available on the Website.
- 3.3. All information we collect on this Website is subject to our Privacy Policy. By Using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1. The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 4.2. These Terms of Use permit you to Use the Website for your personal, non-commercial Use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:
  - (a) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
  - (b) You may store files that are automatically cached by your Web browser for display enhancement purposes.
  - (c) You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial Use and not for further reproduction, publication, or distribution.
- 4.3. You must not:
  - (a) Modify copies of any materials from this Website.
  - (b) Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.
  - (c) Use for any commercial purposes any part of the Website or any services or materials available through the Website.
- 4.4. If you print, copy, modify, download, or otherwise Use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to Use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. Any Use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.
- 4.5. Our name and logo, and all related names, logos, product and service names, designs, and slogans are trademarks of VGW GP or its affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## **5. PROHIBITED USES**

- 5.1. You may Use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to Use the Website:
  - (a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
  - (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
  - (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
  - (d) To impersonate or attempt to impersonate us, our employees, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

- (e) To engage in any other conduct that restricts or inhibits anyone's Use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website, or expose them to liability.
- (f) In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

5.2. Additionally, you agree not to:

- (a) Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- (b) Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- (c) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, or attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- (d) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- (e) Otherwise attempt to interfere with the proper working of the Website.

## 6. USER CONTRIBUTIONS

- 6.1. The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.
- 6.2. All User Contributions must comply with the Content Standards in these Terms of Use.
- 6.3. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.
- 6.4. You represent and warrant that:
  - (a) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
  - (b) All of your User Contributions do and will comply with these Terms of Use.
- 6.5. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- 6.6. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.
- 6.7. We have the right to:
  - (a) Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
  - (b) Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for us.
  - (c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
  - (d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized Use of the Website.
  - (e) Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.
- 6.8. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD US AND OUR AFFILIATES, LICENSEES, AND SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction

regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section 6.

## **7. CONTENT STANDARDS**

- 7.1. These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:
- (a) Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
  - (b) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
  - (c) Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
  - (d) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
  - (e) Be likely to deceive any person.
  - (f) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
  - (g) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
  - (h) Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
  - (i) Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
  - (j) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **8. RELIANCE ON INFORMATION POSTED**

- 8.1. We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.
- 8.2. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.
- 8.3. This Website includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the VGW Group. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **9. DISCLAIMER OF WARRANTIES**

- 9.1. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER VGW GROUP NOR ANY PERSON ASSOCIATED WITH VGW GROUP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER VGW GROUP NOR ANYONE ASSOCIATED WITH VGW GROUP REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- 9.2. TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

- 9.3. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 10. LIMITATION OF LIABILITY

- 10.1. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.
- 10.2. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 11. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless VGW Group, our affiliates, licensors, and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your Use of the Website, including, but not limited to, any Use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your Use of any information obtained from the Website.

## 12. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS

PLEASE READ THIS SECTION 12 CAREFULLY BECAUSE IT MAY REQUIRE YOU AND VGW GROUP TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND VGW GROUP CAN SEEK RELIEF FROM EACH OTHER. This section 12 will be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms of Use.

- 12.1. By agreeing to these Terms of Use, and to the extent permitted by applicable law, you and VGW Group agree that any and all past, present and future disputes, claims or causes of action arising out of or relating to these Terms of Use, the Website, the formation of these Terms of Use or any other dispute between you and VGW Group or any of VGW Group's affiliates, licensors, distributors, suppliers or agents (including any application store or platform from which the Website is accessed or downloaded), and whether arising prior to or after your agreement to this section, (collectively, "**Dispute(s)**") will be governed by the procedure outlined below. You and VGW Group further agree that any arbitration pursuant to this section shall not proceed as a class, group or representative action.

### Complaint Resolution

- 12.2. We want to address any concerns you may have without the need for a formal legal dispute.
- 12.3. Before filing a claim against VGW Group, you agree to try to resolve any complaint informally with us.
- 12.4. VGW Group agrees that it will take all reasonable efforts to contact you and resolve any claim it may possess informally prior to taking any formal action.

### Arbitration

- 12.5. **We Both Agree to Arbitrate.** By agreeing to these Terms of Use, and to the extent permitted by applicable law, both you and VGW Group agree to resolve any Disputes – including any Dispute concerning the enforceability, validity, scope or severability of this agreement to arbitrate – through final and binding arbitration.
- 12.6. **Opt-out of Agreement to Arbitrate.** You may decline this agreement to arbitrate by contacting [arbitrationoptout@globalpoker.com](mailto:arbitrationoptout@globalpoker.com) within 30 days of first accepting these Terms of Use. Your email must include your first and last name and a statement that you decline this arbitration section. By opting out of this section, you will not be precluded from using the Website, but neither you nor VGW Group will be able to invoke the mutual agreement to arbitrate to resolve Disputes. Whether to agree to arbitration is an important decision. It is your decision to make and you ARE NOT REQUIRED TO rely solely on the information provided in these Terms of Use. You should take reasonable steps to conduct further research and, if you wish, to consult with counsel of your choice.

### Arbitration Procedure and Fees

- 12.7. You and VGW Group agree that:
- (a) the American Arbitration Association ("**AAA**") will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, or successor rules, which are in effect at the time arbitration is sought ("**AAA Rules**"). Those rules are available at [www.adr.org](http://www.adr.org);

- (b) arbitration will proceed on an individual basis;
- (c) arbitration will be handled by a sole arbitrator in accordance with the AAA Rules;
- (d) the AAA rules will govern payment of all arbitration fees;
- (e) except as otherwise may be required by the AAA Rules, the arbitration will be held in New York, or, at your election, conducted via telephone or other remote electronic means;
- (f) the arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this section 12.7(f), if a party seeks injunctive relief that would significantly impact other VGW Group users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel; and
- (g) except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

12.8. If you are a resident of Canada, this section 12 fully applies to you in all respects, except that AAA Rules will be construed to mean the Canadian Dispute Resolution Procedures and Canadian Expedited Procedures of the International Centre for Dispute Resolution Canada, or successor rules, which are in effect at the time arbitration is sought. Those rules are available at [www.adr.org](http://www.adr.org).)

#### **Arbitration to Proceed Individually**

- 12.9. You and VGW Group agree that the arbitration of any Dispute shall proceed on an individual basis and neither you nor VGW Group may bring a claim as a part of a Collective Arbitration.
- 12.10. Without limiting the generality of section 12.9, and as an example only, a claim to resolve a Dispute against VGW Group will be deemed a Collective Arbitration if:
- (a) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and
  - (b) counsel for the claimants are the same, share fees or coordinate in any way across the arbitrations.
- 12.11. For the purposes of section 12.10, the term “concurrently” means that both arbitrations are pending (filed but not resolved) at the same time.

#### **Waiver of Class Action and Collective Arbitration**

12.12. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR VGW GROUP SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR PARTICIPATE IN ANY COLLECTIVE ARBITRATION (AS DEFINED ABOVE) OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY OR OTHERWISE SEEK TO RECOVER FOR LOSSES INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN THE EVENT ALL OR ANY PORTION OF THIS SECTION 12.12 IS FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF SECTION 12 (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) MAY BE DEEMED VOID AND AS HAVING NO EFFECT UPON EITHER PARTY'S ELECTION.

## **13. OTHER**

#### **Entire Agreement**

13.1. These Terms of Use constitute the entire agreement between you and us with respect to your Use of the Website and, save in the case of fraud, supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to your Use.

#### **No agency**

13.2. Nothing in these Terms of Use will be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

#### **Severability**

13.3. If any of the provisions in these Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will, to that extent, be severed from these Terms of Use. All remaining terms, conditions and provisions will continue to be valid to the fullest extent permitted by law. In such cases,

the part deemed invalid or unenforceable will be amended in a manner consistent with the applicable law to reflect, as closely as possible, VGW Group's original intent.

**Assignment**

13.4. These Terms of Use are personal to you, and are not assignable, transferable or sub-licensable by you. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to you.

**Applicable Law and Jurisdiction**

13.5. These Terms of Use will be governed, and interpreted in accordance with, the laws of New York, without regard for its choice of conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded.