

THE RIGHTS TERMS OF SERVICE

Effective Date: Jan 1, 2023

These Terms of Service together with our Privacy Policy <https://www.therights.com/privacy> (collectively, the “Terms of Service”) apply when you access or use The Rights Inc.’s (referred to in these Terms of Service as “The Rights,” “the Company,” “we,” “us” and “our”) online licensing platform for soliciting and requesting licenses in musical works and related content (the “Services”), including through the website and associated webpages located at www.therights.com (the “Site”).

By using or accessing the Services, you represent and warrant that you have legal authority and capacity to bind yourself to these Terms of Service. If you are accessing the Services on behalf of a company or other legal or corporate entity or sole proprietorship, you represent and warrant that you have the authority to bind that company, entity, or sole proprietorship to these Terms of Service, in which case “you” shall refer to the company, entity, or sole proprietorship as well as you, individually. **IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, OR YOU ARE USING OR ACCESSING THESE SERVICES ON BEHALF OF AN ENTITY BUT DO NOT HAVE AUTHORITY TO BIND THE ENTITY TO THESE TERMS OF SERVICE, YOU MAY NOT USE THE SERVICES.**

The Services allow music rightsholders and putative licensees to streamline the process for negotiating licenses for the use of content. If you are using the Services as a rightsholder or licensor, you will have the ability to build an offer visible to putative licensees interested in obtaining a license for content owned by you. **If you are using the Services as a rightsholder or licensor, you agree that you will disclose any and all conditions precedent to formation of, any and all restrictions on, and any and all limitations to, a license for content that you offer through the Services on the interface for generating quotes/offers visible to putative licensees or prominently at the top of the license terms you create through such interface.** Without limiting the generality of the foregoing, if you are using the Services as a rightsholder or licensor, you agree as follows:

- (i) you will disclose all fees due in connection with the license and to use your content on the quote generator interface or prominently at the top of the license terms you create through the quote generator interface;
- (ii) any and all affirmative steps required by the licensee to utilize the content within the license scope will be disclosed on the quote generator interface or prominently at the top of the license terms you create through the quote generator interface; and
- (iii) nothing in any terms that you upload to govern the license will contradict or conflict with the terms you disclose in the quote generator interface or that are prominently displayed at the top of the terms created through the quote generator interface.

IF YOU DO NOT AGREE TO THE ABOVE TERM YOU MAY NOT USE THE SERVICES.

Notice regarding arbitration and dispute resolution: YOU AND WE AGREE THAT ANY FUTURE DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. IN ARBITRATION, THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING, AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. IF YOU ARE USING THE SERVICES AS A CONSUMER (NOT ON BEHALF OF A CORPORATE OR LEGAL ENTITY OR SOLE PROPRIETORSHIP), YOU MAY OPT OUT OF ARBITRATION THROUGH THE PROCEDURE SPECIFIED IN SECTION 15.7 BELOW.

1. LIMITED LICENSE. The Rights holds all rights, title, and interest in and to the Services. As a user of the Services, you are granted a nonexclusive, nontransferable, revocable, limited, personal license to access and use the Services in accordance with these Terms of Service. You agree to always acknowledge our status (and that of any identified contributors) as the authors of the Services. We may terminate this license at any time, for any reason. This limited license terminates automatically, without notice to you, if you breach any of these Terms of Service.

2. USER ACCOUNT. Access to certain features of our Services is limited to users who have registered with us to create an account. If registration is required, you agree that all information you provide will be accurate, current, and complete, and you will keep such information up to date. You are responsible for maintaining the confidentiality and security of your username and password and are fully responsible for all activities that occur through your account. You agree to notify us immediately of any breach of security or unauthorized use of your account. We reserve the right to reject or otherwise terminate access for any user or account at any time.

You are solely responsible and liable for all content that you deliver, upload, make available, offer to license, or license through the Services. We bear no responsibility or liability for any content of any kind that you deliver, upload, make available, offer to license, or license through the Services.

3. REPRESENTATIONS AND WARRANTIES. By accepting these Terms of Service and/or using the Site or the Services, you represent and warrant that:

- You have authority to bind yourself, any owner of rights that you purport to offer to license, and any company that you purport to act on behalf of, to these Terms of Service;
- All information that you provide to us, including to create an account to access the Services, in relation to a catalog that you offer for sale, or in an offer that you submit to license works from a rightsholder, is correct, current, and complete;
- You are over 18 years of age;
- You own all rights to any works that you offer to license through the Services, and any content that you upload or make available on the Site, including, but not limited to, album artwork or associated graphics for content that you offer to license through the Services;
- You authorize The Rights to use any content or information that you provide on the Site as set forth in these Terms of Service, including but not limited to for the purpose of providing the Services to you;
- The content that you offer to license through the Services does not infringe or violate the rights of any party now, and any content or information you upload to the Site does not violate any laws, nor will it do so in the future, including without limitations intellectual property rights;
- The content you upload to the Site, including the works that you offer to license through the Services, does not and shall not give rise to any liability on the part of The Rights; and
- Any licensing agreement that you enter into with another user of the Services for content that you offer or license through the Services shall not conflict with the terms of these Terms of Service.

For the avoidance of doubt, we reserve the right to remove any content that you upload to the Site, discontinue or deactivate your access to the Services and/or initiate any legal action we deem

appropriate against you if you breach any of the above representations or warranties or these Terms of Service or otherwise upload or offer to license content that infringes the rights of third parties or violates any law, rule or regulation.

4. PROHIBITED USES. Use of the Services is limited to your lawful business purposes. You agree that, in connection with the Services, you will not:

- Use the Services if you are under 18 years of age;
- Interfere in any way with The Rights' provision of the Services;
- Impersonate any other person or entity, provide false or misleading identification information, or invade the privacy, or violate the personal or proprietary right, of any person or entity;
- Reverse engineer, disassemble, rent, lease, loan, sell, sub-license, or create derivative works from the Services;
- Use any network monitoring or discovery software to determine the Site architecture, or extract information about usage or users;
- Introduce viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site;
- Attack our Site via a denial-of-service attack or a distributed denial-of-service attack;
- Use any robot, spider, or other automatic device or manual process to monitor or copy the Site or Services without our prior written permission;
- Copy, download, perform, modify, edit, alter, enhance, reproduce, republish, distribute, display or transmit all or any portion of the Site in any manner, except to the extent expressly permitted by these Terms of Service;
- Remove or obscure, by framing, mirroring or otherwise, any portion of the Site;
- Establish a link to the Site in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- Use or otherwise export or re-export the Site or any portion thereof, the Services, or any content or software available on or through the Site or the Services in violation of the export control laws and regulations of the United States of America (including, but not limited to, the U.S. Export Administration Act and Office of Foreign Asset Control regulations).

Any unauthorized use of the Services is prohibited and will constitute an automatic breach of these Terms of Service, without notice to you, resulting in immediate termination of your User Account.

5. RELATIONSHIP OF THE PARTIES. The Rights is an independent platform that facilitates licensing agreements between rightsowners and putative licensees. These Terms of Service do not create a partnership, franchise joint venture, agency, fiduciary or employment relationship between you and us. Nothing in the Site or Services is intended to create an attorney-client relationship. We are not a party to any licensing agreement that you enter into through the use of the Services with other users of the Services. The Services are not legal advice, and you should not rely on any part of the Services as legal advice.

The Rights takes no ownership interest in any works that may be offered for licensing through the Services. Your use of the Services is at your own risk and subject to the limitation of liability and disclaimer of warranty terms below, as well as all other terms in these Terms of Service.

We may make available to you form or template licensing terms that you may use to facilitate a licensing agreement with other users of the Services. If you elect to use these forms or templates you do so at your own risk, and your use of the forms or templates we provide is expressly subject to the limitation of liability and disclaimer of warranty terms below, as well as all other terms in these Terms of Service.

6. FEES; NO REFUNDS; SUBSCRIPTION TERMS; PAYMENT.

6.1 Fees. You agree to pay all fees in connection with the Services, including but not limited to, as may be applicable: (1) subscription fees for access to the Services; (2) fees to The Rights for its facilitation of licensing agreements to which you are a party; and (3) fees to rightsholders that you enter into contractual licensing agreements with through the Services.

Fees for Rightsholders; Potential Licensors: The Services are available free of charge to rightsholders and potential licensors offering content for license(s) through the Services. **However, we will charge a 5% transaction fee for any licenses that are entered into between users of the Services.**

Subscriptions fees for all other users, including Potential Licensees; Cancellation Terms; No Refunds: Subject to any free trial period, all users of the Services other than rightsholders and potential licensors offering content for license(s) through the Services will be charged a \$15.00 per month subscription fee for use of the Services. For users participating in any free trial period, you must cancel your account prior to the end of the free trial period to avoid a \$15.00 fee at the conclusion of the free trial period. Monthly subscriptions will automatically renew on an ongoing basis unless and until you cancel your account.

You agree and acknowledge that by charging fees for the use of the Services, The Rights takes no title to or ownership interest in any works that may be licensed or offered for license through the Services.

6.2 No Refunds. All sales are final. We provide no refunds, whether for subscription fees or transaction fees. We will not offer pro-rated subscription fees for any portion of a monthly subscription that you fail to use. Our no refund policy is in effect without regard to when you cancel your subscription.

6.3 Cancellations. Cancellations for any subscriptions will go into effect at the end of the monthly term in which you cancel your account. To cancel your account and your subscription to the Services, follow the prompts under "Cancel Account" from within your account settings.

6.4 Payment. Payment to The Rights for any Services shall be made by valid and updated credit card information or PayPal. By providing credit card or payment information to The Rights, you authorize The Rights to charge the credit card and/or your financial accounts (including PayPal) for any Services you purchase from us.

7. INTELLECTUAL PROPERTY RIGHTS.

7.1 Our Intellectual Property Rights. As between you and us, we own and reserve all right, title and interest in and to our Site and the Services on it, other than the rights explicitly granted to you to use the Services in accordance with these Terms of Service.

Our logo and trade names, regardless of whether they appear with capital letters or with a trademark symbol, and all products denoted with TM, SM or ® are trademarks, trade names, service marks or registered trademarks or service marks of ours. Nothing contained in the Services should be construed as granting any license or right to use any trademark displayed on the Site or with the Services without our express written permission or permission of such third party that may own the trademark. No title to or ownership of any proprietary rights related to the Site or any of the Services is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by us.

7.2 Your License to Us. By using the Services, you grant us an irrevocable, perpetual, non-exclusive, fully-paid, royalty-free, sublicensable (so that we can use affiliates, subcontractors and other partners such as wireless carriers and hosting service providers to provide you Services) and worldwide license to reproduce, disseminate, host, copy, use, transmit, display, and distribute any content that you provide to us solely for purposes of the Services that we provide to you. The license you grant to us will remain in effect regardless of termination, deactivation, or lapse in use of your account or the Services. **If you do not want to grant us a license to use your content for these purposes, you should not use the Services.**

In the event that you provide comments, suggestions, and recommendations to us with respect to the Services (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Site or the Services) (collectively, "Feedback"), you hereby grant to us a worldwide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Site or the Services.

8. THIRD-PARTY CONTENT AND LINKS. The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products, or services on or available from those websites or resources or links displayed on such sites. The views expressed by other users of the Services or on our Site do not represent our views or values. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources. You understand that the information and opinions in the third-party content are neither endorsed by nor do they reflect the opinions or beliefs of us. We strongly advise you to read all third-party terms and conditions and privacy policies.

9. MOBILE SERVICES. We may offer services that are available via your mobile phone, including, without limitation, the ability to upload content to the Site, and send and receive messages, instant messages, location information, data transactions and other types of communications that may be developed for the Services (collectively "**Mobile Services**"). Your mobile carrier's normal messaging, data and other rates and fees may apply when using the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all mobile carriers or devices. By providing your cell number upon registering or by using any Mobile Services, you agree that we may communicate with you regarding the Services and the Site and other entities, by SMS, MMS, text message, push message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

10. INDEMNIFICATION. You agree to indemnify and hold us and each of our respective assignees, successors in title, subsidiaries, affiliates, licensors, suppliers, officers, directors, investors, employees, agents, service providers and other contractors harmless from any claim or demand including, without

limitation, reasonable legal fees, made by any third party arising out of or in connection with your use of the Services or the Site or any violation of these Terms of Service, as applicable, including but not limited to any third-party claims of infringement of copyrights, intellectual property rights, or privacy rights arising from content that you have uploaded to, made available through, or offered to license via the Services and the Site.

11. WARRANTY DISCLAIMER; LIMITATION ON LIABILITY.

11.1 Disclaimer of Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, THE SITE, AND ANY OTHER CONTENT, MATERIAL OR ITEMS PROVIDED BY THE RIGHTS THROUGH THE SERVICES OR THE SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OR CONDITIONS OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT, INFORMATION, PRODUCT OR SERVICE CONTAINED ON THE SITE OR PROVIDED THROUGH THE SERVICES, AND INCLUDING BUT NOT LIMITED TO WITH RESPECT TO ANY FORMS OR TEMPLATE LICENSING TERMS THAT WE MAKE AVAILABLE THROUGH THE SERVICES OR ANY CONTENT THAT YOU LICENSE OR OFFER THROUGH THE SERVICES OR THE SITE, AND EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT REPRESENT OR WARRANT THAT THE SITE OR SERVICES, OR CONTENT THEREON, IS ERROR FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE REMEDIED. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY PART OF THE SERVICES. WE DO NOT GUARANTEE THAT OUR SITE, OR ANY CONTENT ON IT, OR THE SERVICES WILL ALWAYS BE UNINTERRUPTED, SECURE, OR OPERATE AT ANY PARTICULAR SPEED. WE MAY SUSPEND, WITHDRAW, DISCONTINUE OR CHANGE ALL OR ANY PART OF OUR SERVICES WITHOUT NOTICE. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES TO FEATURES, FUNCTIONALITY OR CONTENT ON THE SITE OR WITH THE SERVICES AT ANY TIME. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SITE OR SERVICES OR DUE TO YOUR DOWNLOADING OF ANY CONTENT FROM US OR THAT YOU ACCESS VIA THE SERVICES, OR ON ANY SITE LINKED TO THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

You are responsible for configuring your information technology, computer programs, locations, and platform in order to access our Site and use the Services. You should use your own virus protection software.

11.2 Limited Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, OR FOR BREACH OF STATUTORY DUTY, OR OTHERWISE) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, BUSINESS INTERRUPTION, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES, LOSS OF BUSINESS OPPORTUNITY, GOODWILL, OR REPUTATION ARISING FROM YOUR USE OF THE SERVICES OR INABILITY TO USE THE SERVICES, OR ANY OTHER CONTENT, MATERIAL OR ITEMS

ON THE SITE OR WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO FORMS OR TEMPLATES FOR LICENSING AGREEMENTS THAT WE MAKE AVAILABLE TO YOU AND CONTENT OR OFFERS THAT USERS PROVIDE THROUGH THE SERVICES OR ON THE SITE, OR ANY OTHER CONTENT ORIGINATING WITH A USER OF THE SITE, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS OF SERVICE, OUR LIABILITY TO YOU IN RESPECT TO ANY LOSS OR DAMAGE SUFFERED BY YOU AND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES AND THESE TERMS OF SERVICE, WHETHER IN CONTRACT, TORT OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, WE SHALL HAVE NO LIABILITY WHATSOEVER FOR THE ACCURACY, COMPLETENESS, OR OTHERWISE FOR CLAIMS ARISING FROM CONTENT THAT YOU PROVIDE TO US, OR CONTENT THAT OTHER USERS OF THE SERVICES OFFER OR LICENSE THROUGH THE SERVICES.

12. OUR MANAGEMENT OF THE SERVICES; USER MISCONDUCT. We reserve the right, but do not undertake the obligation to: (1) report to law enforcement authorities and/or take legal action against anyone who violates these Terms of Service; and/or (2) manage the Services in a manner designed to protect our, our users', and third-parties' rights and property or to facilitate the proper functioning of the Services. You acknowledge that we will have the right to report to law enforcement authorities any action that may be considered illegal, as well as any reports it receives of such conduct. When requested, we will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity. **By using the Services, you irrevocably waive the right to assert any claim against us arising from content uploaded to, offered, or licensed through the Services or the conduct of other users of the Platform.**

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE OR ANY REMEDY WE MAY HAVE UNDER LAW OR IN EQUITY, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES OR THE SITE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS OF SERVICE, OR OF ANY APPLICABLE LAW OR REGULATION. There is no right to use the Services or the Site, or to an unlimited availability or accessibility of the Services or the Site. We do not undertake any obligation to provide the Services to you.

13. TERMINATION. We reserve the right to terminate the Services and the Site at any time and without notice. Your rights under these Terms of Service will terminate automatically if you fail to abide by its terms.

Unless barred by applicable law, the terms of these Terms of Service governing our intellectual property and prohibited uses, content you upload to the Site and your license to us, our management of the Services, the Site, and user accounts, indemnity, legal disputes, warranty disclaimers, limitations of liability, and waiver, transfer to third parties, and any other terms that by their nature should survive termination, shall survive termination of these Terms of Service.

14. DIGITAL MILLENNIUM COPYRIGHT ACT POLICY.

We respect the intellectual property rights of others. We ask you to be responsible in making sure that any content you upload to the Site or offer through the Services does not infringe on any copyrights or other intellectual property rights.

DMCA Notifications

If you believe that material available on or through the Site infringes one or more of your copyrights, please send a notification (a “DMCA Notification”) including all of the information described below to our DMCA Agent by email using the contact information provided below.

We will in our discretion remove or disable access to the content complained of, and in appropriate circumstances, terminate the account and/or access rights of repeat infringers.

In addition, we will send a copy of the DMCA Notification to the affected user, who may submit a Counter notification that could result in our restoring content removed in response to a DMCA Notification.

You may send a DMCA Notification to our DMCA Agent at:

The Rights	
	8-10 S Fullerton Ave Fl 2 Montclair NJ 07042 +1 201-283-0515; hello@theights.com

(i) **DMCA Notification Requirements.** All DMCA Notifications must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of the works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (such as a URL for the webpage for where the material is posted).
- Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and email address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information set forth in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

A copy of your DMCA Notification will be sent to the person who uploaded the material addressed in the DMCA Notification.

Please be advised that under Section 512(f) of the Digital Millennium Copyright Act you may be held liable for damages and attorneys' fees if you make material misrepresentations in a DMCA Notification.

15. LEGAL DISPUTES AND ARBITRATION AGREEMENT.

Please Read This Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

15.1. Initial Dispute Resolution. We are available by email at hello@therights.com to address any concerns you may have regarding your use of the Services. Most concerns may be quickly resolved in this manner. Each of you and we agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

15.2. Agreement to Binding Arbitration. If we do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to Section 15.1 above, then either party may initiate binding arbitration. All claims arising out of or relating to these Terms of Service (including their formation, performance, and breach), the parties' relationship with each other and/or your use of the Services shall be finally settled by binding arbitration administered by JAMS, in accordance with the JAMS Comprehensive Arbitration Rules and Procedures or Streamlined Arbitration Rules and Procedures (as appropriate), excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the applicable JAMS Rules and Procedures. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Service, including, but not limited to, any claim that all or any part of these Terms of Service is void or voidable. You or we may elect to appear at the arbitration by phone or, if you and we both agree, to conduct it online, in lieu of appearing live. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms of Service shall be subject to the Federal Arbitration Act. **The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that the right to discovery may be more limited in arbitration than in court.**

THE FOLLOWING PARAGRAPH APPLIES TO DISPUTES WITH INDIVIDUAL CONSUMERS ONLY (NOT DISPUTES INVOLVING US AND A COMPANY, LEGAL OR CORPORATE ENTITY, OR SOLE PROPRIETORSHIP): If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), we will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS. We will also be responsible for paying all other arbitration costs arising in connection with

the arbitration, other than costs incurred by you for legal counsel, travel and other out-of-pocket costs and expenses not constituting fees or amounts payable to JAMS. You will not be required to pay fees and costs incurred by us if you do not prevail in arbitration. We will also pay JAMS to reimburse you for any portion of the \$250 filing fee that is more than what you would otherwise have to pay to file suit in a court of law.

15.3. Class Action and Class Arbitration Waiver. You and we each further agree that any arbitration shall be conducted in our respective individual capacities only and not as a class action or other representative action, and you and we each expressly waive our respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 15.2 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

15.4. Location. If you are arbitrating a dispute with us as an individual consumer (and not as or on behalf of a company, legal or corporate entity, or sole proprietorship), the arbitration will take place at any reasonable location within the United States convenient for you. For all other disputes, including as or on behalf of a company, legal or corporate entity, or sole proprietorship, the arbitration shall be initiated in New York County, NY and you and we agree to submit to the personal jurisdiction of any state or federal court in New York County, NY in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

15.5. Exception - Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

15.6. Exception – California Private Attorneys General Act (PAGA) Action. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a court of law for a claim arising under California's Private Attorneys General Act.

15.7. THE FOLLOWING PARAGRAPH APPLIES TO INDIVIDUAL CONSUMERS ONLY AND DOES NOT APPLY TO THE EXTENT YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF OR AS A COMPANY, LEGAL OR CORPORATE ENTITY, OR SOLE PROPRIETORSHIP: 30 Day Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 15.2 and 15.3 by sending written notice of your decision to opt-out by emailing us at hello@therights.com. The notice must be sent within thirty (30) days of registering to use the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

15.8. Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth in Section 15.2 do not apply, or if you want to pursue any legal remedies to which you would otherwise be entitled but that are not available to you pursuant to this Section 15, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in New York County, NY (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in New York County, NY for any litigation other than small claims court actions.

16. GOVERNING LAW. To the fullest extent permitted by law, you agree that the laws of the state of Delaware, without regard to principles of conflict of laws, will govern the Terms of Service and any dispute of any sort that might arise between us.

17. ENTIRE AGREEMENT. These Terms of Service constitute the entire agreement between you and us with respect to your use of the Services and use or access to the Site. These Terms of Service supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the Services and the Site. Any license agreement that you enter into with another user of the Services or otherwise for content that you offer or license through the Services shall not modify, amend, or alter the terms of these Terms of Service. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) these Terms of Service; and (2) any license agreement that you enter into with another user of the Services.

18. SEVERABILITY. If it is determined that any term or provision of these Terms of Service is invalid or unenforceable, in whole or in part, then the invalid or unenforceable term or provision shall be severed, and the remaining terms and provisions shall be unimpaired.

19. UPDATES TO THESE TERMS OF SERVICE. We may change, modify, or amend these Terms of Service from time to time. We will notify you of material changes to these Terms of Service by posting the amended terms on the Site. You will be required to affirmatively accept the new Terms of Service the first time you log in to your account after the new Terms of Service take effect. If you do not agree with the proposed changes, you should discontinue your use of the Services. If you continue using the Services after the new Terms of Service take effect, you will be bound by the modified Terms of Service.

20. ELECTRONIC COMMUNICATIONS; ELECTRONIC SIGNATURE. You consent to receive communications from us by email in accordance with these Terms of Service and applicable law. You acknowledge and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing. You further agree that by clicking your assent to these Terms of Service, your assent to these Terms of Service is as legally binding as a pen and ink signature.

21. TRANSFER TO THIRD PARTIES. You may not assign or transfer these Terms of Service (or any of your rights or obligations under these Terms of Service) without our prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. We may assign all or part of our rights and (where permitted by law) obligations under these Terms of Service to any third party at any time without notice.

22. NO WAIVER. No waiver of any term of these Terms of Service by us shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

23. PRIVACY POLICY. In connection with your use of the Services, please review our Privacy Policy, located at [REDACTED], to understand how we use information we collect from you when you access, visit or use the Site or the Services. The Privacy Policy is part of and is governed by these Terms of Service and by agreeing to these Terms of Service, you agree to the terms of the Privacy Policy.

24. NOTICE TO NEW JERSEY CONSUMERS. Notwithstanding any terms set forth in these Terms of Service, if any of the provisions set forth in Sections 10, 11, or 15 are held unenforceable, void, or

