

FiKi Terms of Use

(Effective as of October 17, 2017)

Welcome to FiKi (the “Service”). The following Terms of Use apply when you view or use our Service via our website located at www.getfiki.com or by accessing our Service through clicking on the application (the “App”) on your mobile device. Please review the following terms carefully. By accessing or using our Service, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use our Service.

PRIVACY POLICY

FiKi respects the privacy of its Service users. Please refer to FiKi’s Privacy Policy (found here: <http://getfiki.com/privacy>) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use our Service regardless of whether you have created a member account, you signify your agreement to this Privacy Policy and are bound by these Terms of Use (this “Agreement”)

ACCEPTANCE OF TERMS OF USE AGREEMENT

1. This electronic contract is your agreement with FiKi that establishes the legally binding terms you must accept to use our Service. This agreement includes Fiki’s (i) Privacy Policy, (ii) our Safety Tips, and (iii) terms disclosed and agreed to by you if you purchase or accept additional features, products or service we offer through our Service.
2. By accessing or using our Service, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement and all notices provided to you in electronic form. To withdraw this consent, you must cease using the Service and terminate your account. Please print a copy of this Agreement for your records. To receive a non-electronic copy of this Agreement, please contact us at help@getfiki.com. This Agreement may be modified by the Company from time to time, such modifications to be effective upon posting by the Company in our Service.

ABOUT OUR SERVICE

We want to connect people to other people in search of new friendships and/or relationships. Our Service allows you to create an account and profile including a seven (7) video clip that others will be able to browse as you theirs through our Service.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF OUR SERVICE

You need to be at least 13 years old to register for and use our Service. By accessing our Service, you represent and warrant that you have the right, authority, and capacity to enter into this agreement and to abide by all of the terms and conditions of this Agreement and that all information submitted, including via Facebook, is accurate and truthful an that you will promptly update any information provided by you that subsequently becomes inaccurate, incomplete, misleading, or false.

If you create an account, you represent and warrant that you are not required to register as a sex offender with any government entity. Using our Service may be prohibited or restricted in certain countries. If you use Fiki from outside the United States, you are responsible for complying with the laws and regulations of the territory from which you access or use our Service.

If you are a user who signs up for our Service, you must login using your Facebook login. In doing so, you also authorize us to access and use certain Facebook account information like your public Facebook profile image, information about friends you may share with other Fiki members. Please review our privacy policy for more information about the information we collect from you. You are responsible for maintaining the confidentiality of your username and password you designate during the registration process even through Facebook registration, and you are solely responsible of all activities that occur under your username and password. You agree to immediately notify the Company of any disclosure or unauthorized use of your username or password or any other breach of security at help@getfikik.com and ensure that you log out from your account at the end of each session.

USE RESTRICTIONS.

Your permission to use the Site is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- Upload/record, post or otherwise make available any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- Upload/record, post or otherwise make available any nudity or content that request money from or is intended to otherwise defraud, other users of our Service.
- Use our Service for any unlawful purpose or for the promotion of illegal activities;
- Attempt to, or harass, abuse or harm another person or group;
- Use another user's account without permission;
- Provide false or inaccurate information when registering an account;
- Interfere or attempt to interfere with the proper functioning of our Service;
- Make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- Bypass any robot exclusion headers or other measures we take to restrict access to our Service or use any software, technology, or device to scrape, spider, or crawl our Service or harvest or manipulate data;
- Publish or link to malicious content intended to damage or disrupt another user's browser or computer;
- Provide instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
- Upload/record, post or otherwise make available content that solicits password or personal identifying information for commercial or unlawful purposed form other users or disseminates another person's personal information without his or her permission

FiKi reserves the right, in its sole discretion, to investigate and take legal action against anyone who violates this provision, including removing the offending communication from our Service and terminating or suspending the member account of such violators.

In addition to the types of Content described above, the Company reserves the right

to investigate, suspend and/or terminate your account if you have misused the Service or behaved in a way the Company regards as inappropriate or unlawful, including actions or communications that occur off our Service but involve users you meet through our Service.

The following is a partial list of the type of actions that you may not engage in with respect to the Service. You will not:

- Impersonate any person or entity.
- Solicit money from any users.
- Post any User Content that is prohibited by the section above.
- “Stalk” or otherwise harass any person.
- Express or imply that any statements you make are endorsed by the Company without our specific prior written consent.
- Use our Service in an illegal manner or to commit an illegal act;
- Access our Service in a jurisdiction in which it is illegal or unauthorized;
- Ask or use users to conceal the identity, source, or destination of any illegally gained money or products.
- Collect usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Service.
- Interfere with or disrupt our Service or the servers or networks connected to the Service.
- Email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service (either directly or indirectly through use of third party software).
- “Frame” or “mirror” any part of the Service, without the Company's prior written authorization.
- Use meta tags or code or other devices containing any reference to the Company or our Service (or any trademark, trade name, service mark, logo or slogan of the Company) to direct any person to any other website for any purpose.

- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service any software used on or for the Service, or cause others to do so.
- Post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Service other than solely in connection with your use of the Service in accordance with this Agreement.

POSTING AND CONDUCT RESTRICTIONS.

When you create your own personalized account, you may be able to provide (“User Content”). You are solely responsible for the User Content that you post, upload, link to or otherwise make available via our Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from our Service at its discretion in whole or in part.

By posting User Content as part of our Service, you automatically grant to the Company, its affiliates, licenses and successors, an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, fully paid-up, worldwide right and license (i) to use, copy store, perform, display, reproduce, record, play, adapt, modify and distribute the User Content, (ii) prepare derivative works of the User Content or incorporate the User Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your User Content by the Company will not infringe or violate the rights of any third party.

You may elect to disable your account at any time, for any reason, by following the instruction in “Settings” on our Service. FiKi may also elect to terminate or suspend your account at any time without notice if the Company believes that you have breached this Agreement, or for any other reason, with or without cause, in its sole discretion. Upon such termination or suspension, you will not be entitled to any refund or unused fees for in app purchases, if any. The Company is not required to disclose, and may be prohibited by law from disclosing, the reason for which your membership may have been terminated or suspended. However, after

such termination, the terms of this Agreement survive such termination and maintain its full force and effect, except for any terms that by their nature expire or are fully satisfied.

The following rules pertain to User Content. By transmitting and submitting any User Content while using our Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of our Service is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with our Service.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through our Service, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Company does not guarantee the accuracy, completeness, or usefulness of any information on our Service and neither does the Company adopt nor endorse, nor is the Company responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than the Company. The Company takes no responsibility and

assumes no liability for any User Content that you or any other user or third party posts or sends over our Service. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on our Service, or transmitted to users.

Though the Company strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of our Service or to limit or deny a user's access to our Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Emails sent between you and other members that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Service, please contact us support@getfiki.com.

OTHER MEMBER INTERACTION

- a. FiKi's goal is to facilitate interaction among like-minded individuals. HOWEVER, YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT THE COMPANY CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON ITS USERS. THE COMPANY ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS. THE COMPANY RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE**

PUBLIC RECORDS.

- b. **The Company is not responsible for the conduct of any member. As noted above, in no event shall the Company, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other users or persons you meet through the Service.** You agree to take all necessary precautions in all interactions with other users, particularly if you decide to communicate off our Service or meet in person, or if you decide to send money to another user. Be aware that scams are out there and you agree to take the necessary precautions to avoid becoming a victim of such scams. If meeting another member in person, please use every precaution available via researched tips regarding such meetings like meeting in a public place and making friends and family aware of your plans. You understand that the Company makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other users.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of our Service, the Company may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. The Company has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or

completeness by the Company, and the Company is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by the Company. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

(a) Termination of Repeat Infringer Accounts. The Company respects the intellectual property rights of others and requests that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, the Company has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of our Service who are repeat infringers. The Company may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on our Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (*see* 17 U.S.C 512) (“DMCA”) by sending the following information in writing to the Company’s designated copyright agent at

Copyright Agent
c/o FiKi Legal
200 N. Dearborn St.
Unit 2607

Chicago, Illinois 60601

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description 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 such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit our Service provider to contact you, such as an address, telephone number, and/or email address;
6. 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; and
7. A statement that the information 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.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Company copyright agent, the Company may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in the Company's discretion) be reinstated on the Site in 10 to 14 business days or more after receipt of the counter-notice.

LICENSE GRANT

By posting any User Content via our Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with our Service.

INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to our Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on our Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

CUSTOMER SERVICE

The Company provides assistance and guidance through its customer care representatives. When communicating with our customer care representatives, you agree to not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or to not otherwise behave inappropriately. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive,

we reserve the right to immediately terminate your account.

MODIFICATIONS TO SERVICE

The Company reserves the right at any time to modify or discontinue, temporarily or permanently, our Service (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of our Service, the Company reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Service.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through our Service's e-mail and messaging system, will not constitute legal notice to the Company or any of its officers, employees, agents or representatives in any situation where notice to the Company is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address, to send you other messages, including information about the Company and special offers. You may opt out of such email by changing your account settings or sending an email to support@getfiki.com or mail to the following postal address:

Customer Support
c/o FiKi Legal
200 N. Dearborn St.
Unit 2607
Chicago, Illinois 61606

Opting out may prevent you from receiving messages regarding the Company or special offers.

WARRANTY DISCLAIMER

OUR SERVICE, IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OUR SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF OUR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM OUR SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES FOR LOSS, CORRUPTION OR BREACHES OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PRECUREMENT OF SUBSTITUTE SERVICES, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE OUR SERVICE; (C) OUR SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE OUR SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF OUR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN

INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE WHILE YOU HAVE AN ACCOUNT. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

If you have a dispute with one or more users, a restaurant or a merchant of a product or service that you review using our Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use our Service, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported

waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Agreement including the Privacy Policy and any specific rules or guidelines that are separately posted for particular reasons, which encompasses the entire agreement between you and the Company, is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind the Company in any manner.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

ARBITRATION

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Service shall be **BINDING**

ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. However, whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

By using our Service in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except for matters that may be taken to small-

claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.** You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Peoria County, Illinois. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

These Terms of Use and your use of our Service are governed by the federal laws of the United States of America and the laws of the State of Illinois, without regard to conflict of law provisions. The Company may assign or delegate these Terms of Service and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.

AMENDMENT

This agreement is subject to change by the Company at any time.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT <http://getfiki.com/privacy> REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR

AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US
RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.