BUSINESS USER TERMS OF SERVICE

Last Updated: September 12, 2022

SERVICE TERMS APPLICABLE TO BUSINESSES ("BUSINESS USERS"):

SERVICE TERMS APPLICABLE TO BUSINESSES ("BUSINESS USERS") FOR ALL USERS

These Terms of Service (this "**Agreement**") set forth the terms and conditions that apply to your access and use of the internet website located at www.sixpac.com and the SIXPAC mobile software application (collectively, the "**Site**"), each owned and operated by Six Pac OTG, LLC and its affiliates (collectively, "**SIXPAC**", "**we**", "**our**" or "**us**"), and the services available thereon, including without limitation the services described in the "Service Description" section below (collectively, the "**Service**").

BY ACCESSING OR USING THE SITE OR SERVICE, OR BY CLICKING ON THE "I ACCEPT" OR SIMILAR BUTTON IN RELATION TO THESE TERMS OF SERVICE, YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SITE OR THE SERVICE. IF YOU ARE DISSATISFIED WITH THIS AGREEMENT OR ANY RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE SITE OR SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND SERVICE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT PLACE ANY ORDER FOR THE SERVICE ON OUR SITE AND YOU MAY NOT USE THE SERVICE.

By accepting this Agreement, you agree to be bound by the terms and conditions of this Agreement, and you agree that you have reviewed and understand SIXPAC's Privacy Policy located at https://sixpac.com/privacy-policy (the "**Privacy Policy**"), as it may be amended from time to time in the future.

We may amend any part of this Agreement by adding, deleting, or varying its terms from time-to-time in our discretion. We will provide you with notice of the proposed amendment by posting an amended version of this Agreement with a new "Last Updated" date and alerting you of such amendment by email or through a notification on the Service. We will include a link to the previous version of the terms beneath the new "Last Updated" date.

The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of this Agreement will continue to apply.

If you disagree with any amendments, you may terminate this Agreement by ceasing to use the Site and Service at any time within the 30-day period before the amendments take effect. If the amendment increases your obligations under this Agreement, or decreases our obligations under this Agreement, then you can also terminate in the 30 days after the amendments take effect. In either case, there is no cost or penalty for terminating. If you do not cease using the Site and Service during that time, then by your continued use, you are considered to have accepted the proposed amendments.

Ability to Enter into this Agreement

In order to enter into this Agreement, you must have reached the legal age of majority in your jurisdiction of residence and be fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement, and to abide by and comply with this Agreement. It is your responsibility to ensure that you are legally eligible to enter into this Agreement under any laws applicable to you. If you accept this Agreement, you represent that you have the capacity to be bound by it.

Service Description

The Service is a platform that facilitates communications, interactions, and transactions between Business Users and End Users for the purpose of enabling Business Users to monitor, coach, train and communicate with End Users, and enabling End Users to access workout and meal plans, track their progress, access their appointments and classes, buy products, and more. SIXPAC does not provide or perform training or coaching. SIXPAC is not responsible for any interactions between Business Users and End Users that are facilitated through or in connection with the Service, nor does SIXPAC have any control over the quality, timing, provision or failure to provide, or any aspect whatsoever relating to the provision of coaching, training, workouts, meal plans, progress tracking, appointments, classes, product purchases and other services provided by Business Users to End Users

Your Contractual Relationship with End Users

This Agreement governs the relationship between SIXPAC and a Business User and, in particular, how a Business User is permitted to make use of the Service in its commercial endeavors. If you elect to interact with End Users in connection with the Service, you should enter into a contract with each such End User and you hereby represent and warrant to us that you have obtained all rights and consents necessary from the End User to use their content submitted through the Service as intended under the Service. SIXPAC is not party to any contract you enter into with an End User and to the extent permitted by law, accepts no liability whatsoever under or in connection with any such contract. You are solely responsible for ensuring that any contract you enter into with an End User complies with all applicable laws.

Intellectual Property Rights

All material available on the Site and all material and services provided by or through SIXPAC, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners including, but not limited to, software, all informational text, software documentation, design of and "look and feel", layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the "**Materials**"), are owned by SIXPAC or our licensors or service providers, and are protected by copyright, trademark, trade secret and other intellectual property laws.

Subject to your compliance with all of the terms and conditions of this Agreement, during the term of this Agreement, SIXPAC grants to you a non-transferable, non-sublicensable, non-exclusive, revocable, limited purpose right to access and use the Materials that we make available to you for the purposes of using the Service as permitted by this Agreement. You are not permitted to download, copy, or otherwise store any Materials.

If SIXAPC, in its sole discretion and without notice, considers that there is an immediate security or operational risk to the Service or any of its users, data, or Materials, or to your or a third-party system, then SIXPAC may immediately suspend access to or use of the Service by you or any or all Business Users or End Users. The suspension of use and access is not a breach of this Agreement. You acknowledge that the preservation of security, confidentiality and data is paramount. SIXPAC has no liability to you for suspending the Service under this provision or for any other reason, with or without cause.

This section does not apply to Content (as defined below); however, you agree that any ideas, suggestions, concepts, processes or techniques which you provide to SIXPAC related to the Service, the Site or SIXPAC or its business ("**Feedback**") are and will be SIXPAC's exclusive property without any compensation or other consideration payable to you by SIXPAC, and you do so of your own free will and volition. SIXPAC may or may not, in its sole discretion, use or incorporate the Feedback in whatever form or derivative SIXPAC may decide into the Site, the Service, its software, documentation, business or other products or services, or any future versions or derivatives of the foregoing. You hereby assign all rights on a worldwide basis in perpetuity to SIXPAC in any Feedback and, as applicable, waive any moral rights.

For the purposes of this Agreement and the Privacy Policy, "**personal information**" is any information about or relating to an identified or identifiable individual, as defined in our Privacy Policy.

SIXPAC retains the right to use or share any Aggregated Data generated by anyone using the Site or the Service, including our users, for the purpose of enhancing and providing the Service. "**Aggregated Data**" means data that does not contain personal information, and which has been manipulated or combined to provide generalized, anonymous information. You are still responsible for any and all personal information that is part of any Content.

Your Account

Once you sign up for an Account, you will have the ability to add employees or other personnel (each, an "**Authorized Personnel**") to your Account through the authentication process provided as part of the Service. As part of the authentication process, End Users that you wish to be associated with your Account will be provided with a unique invitation link that they must use to become Authorized Personnel affiliated with your Account. You are solely responsible for all activities of each Authorized Personnel that occur under or in connection with your Account or the End Users you or your Authorized Personnel train or manage.

Unless otherwise agreed to between the parties in writing, SIXPAC deems the person under whose name appears on the credit or charge card that pays the charges for the Service to be the owner or decision maker of the Business User ID, Profile Information and Account for all purposes under this Agreement. If a corporate or other organization's name appears on the credit or charge card, that corporation or organization is deemed to be the owner. ;If any dispute arises as to who owns or controls a Business User ID Profile Information, or Account, the credit or charge card we have on file for the Account will continue to be charged in accordance with this Agreement, and you will be responsible to continue to pay for the Service until SIXPAC receives written confirmation from the Account email address confirming a change in ownership and control of the Account.

Fees and Payments

We reserve the right to modify our billing rates at any time upon 30 days written notice by posting such fee changes to the Site or through email notification to you. You will be liable to pay such modified billing rates.

Term and Renewal

Subject to your payment of applicable fees, we will provide the Service to you for the period of time that you have paid for such Service (the " **Subscription Period**").

At the end of the Subscription Period, your subscription will automatically renew for an additional Subscription Period until explicitly cancelled by you as described in the "Cancellation and Termination" section below.

If you purchase any fee-based Service, you agree that we or our Payment Processors are authorized to charge you (i) a fee for any applicable Service for which you have subscribed, billed on a basis of the Subscription Period, (ii) any other fees for Service you may purchase, (iii) any charges for use of the Service in excess of the usage or other limits placed on your use of the Service (and you hereby consent to such charges and agree we are not required to notify you of any such charge in advance), (iv) any applicable taxes in connection with your use of the Service to the credit or charge card you provide and to reimburse us for all collection costs and interest for any overdue amounts, and (v) any and all applicable currency conversion charges. If the credit or charge card you provide expires and you do not provide new credit or charge card information or cancel your account, you authorize us to continue billing you and you agree to remain responsible for any uncollected fees.

Trial Program

From time to time and at our sole discretion, we may offer free or discounted pricing for you to evaluate the use of the current Service that are generally available to customers for a limited period of time (the "Trial Program"). If you register for a Trial Program, you may elect to purchase the full Service within the term of the Trial Program specified by us (the "Trial Period") and in this case you will be able to use the Service with more than one End User. Once the Trial Period has expired, you agree that our normal billing rates will apply. You agree to comply with any additional terms, restrictions or limitations (including limitations on the total amount of End Users and usage) we impose in connection with any Trial Program. You may not sign-up for multiple Accounts in order to receive additional benefits under any Trial Programs. We may terminate or suspend any Trial Program at any time without notice or liability and in our sole discretion. We reserve the right to charge or charge more for any Service or product offered through any Trial Program.

Taxes

You take full responsibility for all taxes and fees of any nature associated with the Service, including any sales tax related to any purchase or sale of services or goods under this Agreement. When purchasing or selling services or goods under this Agreement, it is your responsibility to determine whether or not sales taxes apply to a transaction and to collect, report and remit the correct amounts to the appropriate authority. Any tools provided as Materials or in connection with the Service indicating estimated taxes due are for illustration purposes only. You take full

responsibility for all taxes and fees of any nature associated with the Service, including any sales tax related to the purchase or sale of services or goods under this Agreement.

Calorie Tracker

Included as part of the Service is a tool that can be used to generate healthy eating recommendations by or on behalf of End Users. If you have elected to utilize the Tracker to provide meal planning, healthy eating recommendations or other nutrition services to End Users, you acknowledge and agree that:

the
Tracker
is not a diagnostic tool or medical
device;
the
Tracker
should not be used for the diagnosis, prevention, monitoring, treatment, alleviation, cure or mitigation of any disease, health or medical condition, injury, disability or physiological or pathological process or
state;
any recommendations provided through the
Tracker
are not intended to be a substitute for professional medical advice, diagnosis or treatment and you should (
i
) review and consider the appropriateness of such recommendations before providing them to or implementing them for any End User; and (ii) encourage End Users to discuss questions about any medical condition or health concern with their physician or other suitable medical professional
;
if an End User provides any information related to a particular medical condition, you shall have an affirmative obligation to provide a disclaimer clearly stating that (
i
) the
Tracker
is not for the purpose of managing or treating the End User's disclosed medical condition; (ii) based on your qualifications, training or experience you are not in a position to provide advise addressing any medical condition; and (iii) the End User should consult with a medical professional;
before using the
Tracker
, you should seek legal advice to determine whether you are permitted to utilize and provide such services in the jurisdictions in which you conduct business.
SIXPAC
is not responsible for, and you are solely responsible and liable for, your compliance with applicable laws, including without limitation those governing the provision of dietitian and nutrition
services;
in marketing, promoting and providing your products and services and the
Tracker
, you are not permitted to provide or suggest that
SIXPAC
provides any representations, warranties or guarantees regarding the
Tracker
, or otherwise misrepresent the stated purpose for and intended use of the
Tracker
;
you are solely responsible and liable for any representations, warranties or guaranties you make to any End User, including without limitation those related to your title, qualifications,
experience,
or any other information which may either be regulated by state or federal law in the applicable jurisdiction, or otherwise harmful to the contractual rights of any End User who may have relied on such representations,
warranties
or
guaranties.
SIXPAC
makes no representations,
warranties
or guarantees regarding the accuracy of caloric and other food nutritional information provided through the
Tracker
. All such information is sourced from third party food vendors and restaurants.
SIXPAC
cannot control the quality, quantity or consistency of foods served and sold by such third parties.

Integrated Payments Service

If you have elected to utilize the Service to process payments related to goods or services offered by you to End Users through the Service (the "**Integrated Payments Service**"), you will receive payment through the Payment Processors for any charges actually paid by an End User related to such goods and services ("**Business User Payments**"), less any commissions, transaction fees or other deductions charged by the Payment Processors and SIXPAC, and you authorize SIXPAC to have its Payment Processors process all such Business User Payments.

If you utilize the Integrated Payments Service, you acknowledge and agree that:

Business User Payments shall not accrue interest and will be net of any amounts that
SIXPAC
or the Payment Processor is required to withhold by
law;
SIXPAC
is not responsible or liable for any failure or error made by any Payment Processor in connection with the Integrated Payments Service, or for any failure by an End User to make payment to you in connection with the Integrated Payments
Service;
you will be responsible for all currency conversion charges and responsible and liable for the collection and remittance to the relevant government and taxing authorities of all sales, service, value-added, use, excise, consumption and any other taxes, duties and charges of any kind, if any, imposed by any federal, provincial, state or local governmental entity on any Business User Payments, and you will defend, indemnify and hold harmless
SIXPAC
and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including but not limited to attorney's fees) arising from any failure by you to collect and remit such charges and amounts;
you may only use the Integrated Payments Service for legitimate transactions with End
Users;
you are solely responsible for your relationship with End Users and the products and services you publicize, offer and sell, including without limitation the nature and quality of such products and services, and delivery, support, refunds, returns and any other ancillary services you provide to End
Users;
when using the Integrated Payments Service you must (1) accurately communicate, and not misrepresent, the nature of your products or services and the amount of the charge or transaction in the appropriate currency, (2) provide End Users a meaningful way to contact you in the event that the product or service is not provided as described, and (3) not use the Service to sell products or services in a manner that is unfair or deceptive, exposes End Users to unreasonable risks or does not disclose material terms of a purchase in advance;
you will maintain a fair return, refund, cancellation, or adjustment policy, and clearly explain the process by which End Users can receive a refund;
you are solely responsible for determining whether a transaction initiated by an End User is erroneous (such as an End User purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases). If you are unsure if a transaction is erroneous or suspicious, you agree to research the transaction and, if necessary, contact the End User before fulfilling or completing the
transaction;
you are solely responsible for any losses you incur due to erroneous or fraudulent transactions in connection with your use of the
Service;
you are solely responsible for providing support to End Users regarding transaction receipts, product or service delivery, support, returns, refunds
and any other issues related to your products and services and business activities; and
SIXPAC
is not responsible for or liable to you for authorized and completed transactions or charges that are later the subject of a dispute,
refund
or reversal, are submitted without authorization or in error or violate any applicable laws.

If you utilize the Integrated Payments Service, you represent, warrant and covenant to SIXPAC that: (i) any information you provide us about your business, products or services is accurate and complete; (ii) any Business User Payments represent a transaction for permitted products or services, and any related information accurately describes the transaction; (iii) you will fulfill all of your obligations to End Users and will resolve all disputes with them; (iv) you will comply with all laws applicable to your business and use of the Service; and (v) you will not use the Integrated Payments Service (including any payment processing features thereof), directly or indirectly, for any fraudulent or illegal undertaking, or to interfere in any manner with the normal operation of the Integrated Payments Service.

Submission of Content

The Site and the Service available thereon enable you to provide or upload content, including but not limited to messages, materials, data, text, music, sound, photos, videos, graphics, applications, code and other information or content (collectively, "**Content**"), to SIXPAC for the purpose of providing the Service or as otherwise permitted under this Agreement. You acknowledge and agree that you are solely responsible for all Content you submit, provide or upload and the consequences for submitting, providing, or uploading it.

SIXPAC will use Content you upload solely in connection with providing the Service to you, and for no other reason. You agree that by uploading, or otherwise providing any Content on or through the Site and/or the Service, you grant to SIXPAC a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, process, display, all or any portion of such Content, solely in connection with providing the Service to you. This license includes the right to host, index, cache or otherwise format your Content in order to provide the Service.

You acknowledge and agree that your Content may be disclosed to others in accordance with the selected privacy settings, utilized features and general functionality of the Service, and as such may be accessible to others including without limitation to: (i) your agents; (ii) End Users; (iii) third party service providers and their agents; (iv) any other person to whom any of the foregoing persons have granted access to your Content and (v) our affiliates in accordance with the Privacy Policy SIXPAC shall take commercially reasonable steps to ensure that Content identified as private within the functionality of the Service is not shared (unless you select otherwise), but you acknowledge and agree that SIXPAC cannot and does not guarantee any confidentiality with respect to your Content whatsoever.

You represent and warrant that you own your Content or have the necessary licenses, rights, consents, and permissions to grant the license set forth herein and that its provision to SIXPAC or SIXPAC's use thereof will not violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree that SIXPAC is not responsible for any violations of any third party intellectual property rights, privacy rights, publicity rights, trademark rights, contract rights or any other rights of any person or entity in any Content that you submit to SIXPAC. You agree to pay all royalties, fees and any other monies owing to any person by reason of the Content uploaded, displayed, or otherwise provided by you to the Site.

Monitoring

SIXPAC may, but has no obligation to, monitor Content on the Site, or any website created using our Service. You consent to such monitoring. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect SIXPAC or its customers, or operate the Site or Service properly, or improve the Site or Service. SIXPAC, in its sole discretion, may refuse to post, remove, or require you to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement, including, but not limited to the Privacy Policy.

Trademarks and Rights of Publicity

SIXPAC responds to complaints that Content infringes trademarks or celebrity material. Trademarks and Rights of Publicity include logos, brand names, and trade dress, which is the distinctive visual appearance of a product or its packaging along with the use of image/name of celebrity and other public figures.

Acceptable Use and Conduct:

You agree that you will not publish or make available any Content that, or use the Site or Service in a manner that:

infringes, violates or misappropriates any third party's intellectual property or proprietary
rights;
contains software viruses, Trojan horses 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;
is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading
purposes;
is libelous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another's
privacy;
is harmful to minors in any
way;
is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by
SIXPAC
;
impersonates a
SIXPAC
employee, or any other person, or falsely states or otherwise misrepresents your affiliation with any person or entity, or to obtain access to the Site or Service or a portion thereof without proper
authorization;
interferes or attempts to interfere with the proper working of the Site or Service or prevents others from using the Site or Service, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Site, or that otherwise negatively affects other persons' ability to use the Site or
Service;
uses any manual or automated means, including agents, robots, scripts, or spiders, to monitor or copy the Site or Service or the content contained therein;
facilitates the unlawful distribution of copyrighted
Content;
except as expressly permitted by
SIXPAC
, licenses, sublicenses, rents or leases the Service to third parties, or uses the Service for third party training, commercial time-sharing or service bureau
use;
includes personal or identifying information about another person in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Site or Service to
users;
constitutes or contains any form of advertising or solicitation to users who have requested not to be contacted about other services, products or commercial
interests;
stalks or otherwise harasses anyone on the Site or using the Service or with information obtained from the Site or
Service;
collects, uses or discloses data, including personal information, about users without their informed consent or for unlawful purposes or in violation of applicable law or
regulations;
requests, solicits or otherwise obtains access to usernames, passwords or other authentication credentials from any user of the Site or Service for the purposes of automating logins to the
Site;
attempts to gain unauthorized access to the computer systems of

SIXPAC
or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Site or Service;
posts adult or pornographic
Content;
decompiles or reverse engineers or attempts to access the source code of the software underlying the Site, the Service or any other
SIXPAC
technology;
copies, archives, stores, reproduces, rearranges, modifies, downloads, uploads, creates derivate works from, displays, performs, publishes, distributes, redistributes or disseminates all or any part of the Site or
Service;
accesses the Site or Service for the purposes of building a product using similar ideas, features, functions, interface or graphics as those found in the Site or
Service;
accesses the Site or Service for the purposes of monitoring its availability,
performance,
or functionality, or for any other benchmarking or competitive purposes; or
accesses the Site to upload any Content or computer code for the purposes of: (
i
) causing a breach or override of security to the Site or Service; (ii) interfering with the proper working, functionality or performance of the Site or Service; or (iii) preventing others from accessing or using the Site or Service.

Disclaimer of Warranties

YOUR USE OF THE SITE OR SERVICE AND ALL CONTENT FORMING PART OF OR RELATED TO THE SITE OR SERVICE, INCLUDING WITHOUT LIMITATION ANY CONTENT YOU UPLOAD OR SUBMIT AND ANY THIRD PARTY SOFTWARE AND CONTENT, ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE AND SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SIXPAC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE OR SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT.

SIXPAC DISCLAIMS ANY WARRANTY THAT THE SITE, THE SERVICE OR ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY THIRD PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT FROM TIME TO TIME SIXPAC MAY REMOVE THE SITE OR CEASE PROVIDING THE SERVICE FOR INDEFINITE PERIODS OF TIME WITHOUT NOTICE TO YOU, AND WITHOUT INCURRING ANY LIABILITY TO YOU OR ANY THIRD PARTY. YOUR ACCESS AND USE OF THE SITE AND THE SERVICE MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE OR SERVICE OR OTHER ACTIONS THAT SIXPAC , IN ITS SOLE DISCRETION, MAY ELECT TO TAKE SIXPAC MAKES NO GUARANTEE REGARDING: (A) THE AMOUNT, TIMING AND DELIVERY OF ANY CLICKS OR IMPRESSIONS WITH RESPECT TO ANY CONTENT (INCLUDING THIRD PARTY CONTENT) OR ADVERTISING ON THE SITE OR SERVICE; OR (B) THE COMPATIBILITY OF ANY SOFTWARE, HARDWARE OR CONTENT WITH THE SITE OR SERVICE.

SIXPAC IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF, OR FOR THE FAILINGS OF, ANY THIRD PARTY PROVIDER OF ANY CONTENT, SERVICE, NETWORK, SOFTWARE OR HARDWARE, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, HOSTING SERVICES UTILIZED BY SIXPAC TELECOMMUNICATIONS PROVIDERS, CONTENT PROVIDED BY OTHER USERS, ANY THIRD PARTY SITES OR SERVICES ACCESSED THROUGH LINKS ON OUR SITE OR SERVICES, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY SIXPAC.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR CONTENT IS COMPATIBLE WITH THE SITE AND SERVICE. SIXPAC DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF YOUR CONTENT BY THIRD PARTIES OR OTHER USERS OF THE SITE AND SERVICE AND IS NOT RESPONSIBLE FOR PROTECTING YOUR CONTENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SIXPAC OR THROUGH OR FROM THE SITE OR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE SITE AND SERVICE ARE OFFERED AND CONTROLLED BY SIXPAC FROM ITS FACILITIES IN THE UNITED STATES. SIXPAC MAKES NO REPRESENTATIONS THAT THE SITE OR SERVICE ARE APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OTHER THAN THE UNITED STATES. THOSE WHO ACCESS OR USE THE SITE OR SERVICE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

Third Party Sites and Content

The Site may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. These other websites are not under SIXPAC’s control, and you acknowledge that SIXPAC is not responsible or liable for any third-party content, including but not limited to the accuracy, integrity, quality, usefulness, legality, appropriateness, safety, or intellectual property rights of or relating to such third-party content or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by SIXPAC or any association with its operators. You further acknowledge and agree that SIXPAC will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third-party content, goods or services available on or through any such website or resource. Access and use of third-party sites, including the information, material, products, and services on third party sites or available through third party sites, is solely at your own risk.

Exclusive Remedy and Limitation of Liability

YOU AGREE THAT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT, WILL SIXPAC OR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES OR THE COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICE (EVEN IF SIXPAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR YOUR INABILITY TO USE THE SITE OR SERVICE, OR FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. SIXPAC'S TOTAL AGGREGATE LIABILITY FROM ANY AND ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE GREATER OF: (A) USD$100; AND (B) THE TOTAL AMOUNTS YOU PAID TO SIXPAC IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF LOSS OR DAMAGE. TO THE EXTENT ANY PROVINCE, STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SIXPAC'S LIABILITY IN SUCH PROVINCE, STATE OR JURISDICTION WILL BE LIMITED TO THE FURTHEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, SIXPAC WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF IN ANY WAY WITH RESPECT TO A TRIAL PROGRAM OR YOUR PROVISION OF AN INDIVIDUAL'S PERSONAL INFORMATION TO SIXPAC OR THROUGH THE SERVICE. YOU FURTHER AGREE THAT THE FOREGOING LIMITATIONS WILL APPLY WITH RESPECT TO THIRD PARTY LIABILITY OF ANY KIND.

THE FOREGOING LIMITATIONS WILL ALSO APPLY WITH RESPECT TO ANY DAMAGES INCURRED BY REASON OF ANY CONTENT OR SERVICE PROVIDED ON ANY THIRD-PARTY SITES OR OTHERWISE PROVIDED BY ANY THIRD PARTIES OTHER THAN SIXPAC AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU ON ANY THIRD PARTY SITES. YOU ALSO AGREE THAT SIXAPC WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS THE RESULT OF ANY INTERACTIONS OR DEALINGS WITH ADVERTISERS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

SIXPAC will have no liability whatsoever for any damages, liabilities, losses or any other consequences that you may incur as a result of any modification, suspension or discontinuance of the Site and/or the Service.

You expressly waive all rights you may have under Section 1542 of the California Civil Code, which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Indemnity

You agree to indemnify, defend, and hold harmless SIXPAC, and its subsidiaries, affiliates, co-branders, all third party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives (together, the "Indemnified Parties"), from and against any third party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys' fees) (collectively and individually, "Claims") incurred by or made against the Indemnified Parties in connection with any Claims arising out of or relating to this Agreement, the Site or the Service, including but without limitation in relation to: (a) your use, non-use or misuse of, or connection to the Site, the Service and any Content, including without limitation your Profile Information, any Content you make available through the Site or Service, and any third party Content forming part of the Site; (b) your violation or alleged violation of this Agreement; and (c) your violation of any rights, including intellectual property rights, of a third party and otherwise as set out herein. SIXPAC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify SIXPAC and you agree to cooperate with SIXPAC's defense of these Claims. You agree not to settle any matter without the prior written consent of SIXAPC. SIXPAC will use reasonable efforts to notify you of any such Claims upon becoming aware of it.

Cancellation and Termination

You may cancel your Account at any time through the interface provided as part of the Service. Cancellation must be issued via the interface. This is the only way to cancel your Account and you will not be provided with a refund, in whole or in part, of any pre-paid amount. Email requests (from email accounts other than your SIXPAC email account) or phone requests to cancel your Account may not be accepted.

You will remain liable for all charges accrued on your Account up to the time of cancellation, including full fees for the then current Subscription Period in which you cancelled your Account. SIXPAC is under no obligation to store your Content and may delete your Account and your Content immediately upon cancellation.

SIXPAC reserves the right at any time, and without cost, charge or liability, to terminate this Agreement at its sole discretion for any reason, including, but not limited to, a failure to comply with the terms of this Agreement. SIXPAC reserves the right to modify, suspend or discontinue the Site and/or Service, or any portion thereof, at any time and for any reason, with or without notice.

Data Usage and Charges

The Service may use information and data transmission networks operated by third parties to send data, information and Content from a computer or device to SIXPAC's servers, and to serve data, information and Content back to such computer or device. Depending on your wired or wireless data or similar plan with such third-party operators, you may incur charges from such third party operators for use of its information and data transmission networks. You are solely responsible for any and all costs, including without limitation wireless and cellular data costs, you may incur as a result of the usage of the Service and/or as a result of data, information and Content submitted or received by your computer or device through the Service.

CCPA Required Terms

As between you and SIXPAC, and to the extent applicable, it is acknowledged and agreed that SIXPAC is a "service provider" as that term is defined in the California Consumer Protection Act of 2018, as amended from time to time ("**CCPA**"), and shall not:

sell any information about an identifiable individual ("
Personal Information
") provided by

you;
retain, use, or disclose any Personal Information provided by you for any purpose other than for performing its obligations under this Agreement or as otherwise permitted by the CCPA or required by law, or, if applicable, as authorized in writing by you; or
retain, use, or disclose any Personal Information provided by you outside of the direct business relationship between
SIXPAC
and you, unless otherwise permitted by the CCPA or required by law, or, if applicable, as authorized in writing by you.

Disputes

BY AGREEING TO THIS AGREEMENT, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST SIXPAC ON AN INDIVIDUAL BASIS IN ARBITRATION AS SET FORTH IN THIS SECTION. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST SIXPAC, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION BROUGHT AGAINST SIXPAC BY SOMEONE ELSE.

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING, BUT NOT LIMITED TO, CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration:

if you are a US resident, under the Streamlined Arbitration Rules and Procedures of JAMS, and the place of arbitration shall be
Vero Beach, Florida
; and

Each party will cover its own fees and costs associated with the arbitration proceedings; however, if the arbitrator finds that you cannot afford to pay the fees and costs reasonably associated with the arbitration proceedings, we will pay them for you.

The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court.

If there is any dispute between you and SIXPAC about or involving this Agreement, the Site, or the Service:

if you are a US resident, you hereby agree that the dispute will be governed by and construed in accordance with the laws of the State of
Florida
, or US federal law to the extent applicable, without regard to conflict of law provisions; and

Notwithstanding the foregoing, we may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that this Agreement specifically enforceable by us through injunctive relief and other equitable remedies without proof of monetary damages.

No action, regardless of form, which arises from or is related in any way whatsoever to this Agreement, may be commenced by you more than twelve (12) months after such cause of action accrues.

Miscellaneous

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

If any portion of this Agreement is deemed unlawful, void, or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole will not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable will be stricken from this Agreement.

This Agreement, and any rights and licenses granted hereunder, may not be transferred, assigned, or sold by you, but may be transferred, assigned, and sold by SIXPAC without restriction.

You agree that if SIXPAC does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which SIXPAC has the benefit of under any applicable law), this will not be taken to be a formal waiver of SIXPAC's rights and that those rights or remedies will still be available to SIXPAC.;

The sections of "Intellectual Property Rights", "Taxes", "Submission of Content", "Disclaimer of Warranties", "Third Party Sites and Content", "Exclusive Remedy and Limitation of Liability", "Indemnity", "Cancellation and Termination", "CCPA Required Terms", "Disputes" and "Miscellaneous" and any other provisions of this Agreement that are intended to survive termination or expiry of this Agreement will survive any actual or purported termination or expiry of this Agreement and continue in full force and effect.

This Agreement is the entire agreement between us related to the subject matter in this Agreement This Agreement replaces and supersedes any other prior or contemporaneous agreement, representation, or discussion, oral or written, and may not be changed except in writing signed by us, regardless of whether or not the parties act under an unsigned "electronic" agreement or rely on such an unsigned agreement.

Contacting SIXPAC

You may contact SIXPAC:

by email at
info@sixpac.com ;
by telephone at 1-
772-469-6866