

LEADHANDLE.COM TERMS OF USE

(Last Revised: August 13, 2015)

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Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. If, for this reason, any of the above disclaimers or limitations of liability do not apply to you, the scope and duration or any such warranty and the extent of LeadHandle's liability to you shall be the minimum permitted under applicable law.

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You agree to indemnify, defend, and hold harmless LeadHandle and its officers, directors, employees, agents, affiliates, licensors, subsidiaries, service providers, and other acting in concert with it from and against any and all claims, losses, liabilities, expenses, damages, and costs, including, but not limited to, reasonable attorneys' fees, fines, penalties, or taxes arising from your (or anyone using your account, computer, or software) (i) use of the Site, Content, Services, Software, or any products, services, or information obtained from this

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CONTACT

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GENERAL

These Terms and the relationship between you and LeadHandle shall be governed by the laws of the State of Arizona as they are applied to agreements made, entered into, and intended to be performed entirely in Arizona by Arizona residents, regardless of any conflict of law rules. Any action, suit, proceeding, or claim of any kind ("Claim") arising out of, connected with, or related to these Terms shall be brought for exclusive adjudication either (i) in the Federal or State Courts located in Arizona, or (ii) for binding arbitration before a sole arbitrator by JAMS or another alternative dispute resolution entity of LeadHandle's sole election ("Entity") located in Arizona, subject to the rules promulgated by such Entity relating thereto as of the date of such Claim's submission to such Entity. The party against which a Claim is brought hereby consents to the other party's choice of forum and is prohibited from objecting to the choice of forum, as between the Federal or State Courts and arbitration. In either case, you hereby irrevocably submit to the exclusive jurisdiction of such courts or Entity. In the event arbitration is selected, each party shall choose an arbitrator from such Entity's list within thirty (30) days after submission of such Claim to such Entity. Should either party fail to choose an arbitrator within such thirty (30) days, then the other party shall have the sole right to choose the sole arbitrator. In the event the parties are unable to agree to the use of a specific arbitrator within thirty (30) additional days, the two arbitrators chosen by the parties shall mutually agree upon the sole arbitrator as soon thereafter as practicable.

Judgment upon any award rendered by the arbitrator may be entered in any Arizona court having jurisdiction thereof. This arbitration provision shall remain in full force and effect notwithstanding the nature of any Claim or defense hereto. Each party waives any Claim that such courts or Entity in Arizona does not have jurisdiction or are an inconvenient forum. In the event of any Claim hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. In each instance, the court or arbitrator, as applicable, shall determine who is the prevailing party, whether or not

such dispute or controversy proceeds to final adjudication. The failure of LeadHandle to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you agree that all other provisions remain in full force and effect and that the court should endeavor to give effect to the intentions of LeadHandle and you as reflected in the invalidated provision. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by LeadHandle without restriction. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.