

**THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 12), EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY (SECTION 13), A DISPUTE RESOLUTION AND BINDING ARBITRATION CLAUSE (SECTION 18), AND CLASS ACTION WAIVER AND JURY TRIAL WAIVER (SECTION 19), THAT EACH APPLY TO THE EXTENT PERMITTED BY LAW AND AFFECT YOUR RIGHTS. IN ARBITRATION THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE READ THESE TERMS CAREFULLY.**

1. **This is a Legal Agreement**

These Terms of Service ("Terms") are a legal agreement between you, and Hockey Fans Join Force, LLC doing business as Fanship and/or Fanship Club ("Fanship").

Except where prohibited by applicable law, to the extent there is any conflict the Dispute Resolution and Binding Arbitration and Class Action Waiver and Jury Trial Waiver provisions of these Terms shall control. *If you are under the age of majority in your jurisdiction of residence, your parent or legal guardian must agree to these Terms on your behalf.*

Read these Terms carefully before becoming a Fanship Member. It is your responsibility to check these Terms periodically for changes. Your access to and use of the Fanship Services ("Service") indicates your acceptance and agreement to be bound by the Terms. Do not access or use the Services if you do not accept the Terms. Subject to applicable law, we may impose new conditions or amend or modify the Services or the Terms at any time, for example to reflect changes in laws or regulatory requirements. Any access to or use of the Services by you after we post modifications to the Terms constitutes your acceptance of those modifications and shall apply to your access and use of the Services.

2. **Prohibited Content and Activities**

You may not access or use, or attempt to access or use, the Services to take any action that could harm Fanship or any other person or entity (each a "person"), interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, you may not:

- Impersonate any person or falsely state or otherwise misrepresent your credentials, affiliation with any person, or the origin of any information you provide;
- Engage in unauthorized spidering, scraping, or harvesting of content or information, or use any other unauthorized automated means to compile information;
- Solicit, collect, transmit, or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, email addresses, Social Security/Social Insurance numbers, or credit or debit card numbers;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information, or any services available on or through the Services;
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device, or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of the

- Services. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited;
- Use or attempt to use another's information, account, password, service, or system except as expressly permitted;
  - Take any action that imposes an unreasonable or disproportionately large load on the Fanship network or infrastructure;
  - Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to our or our users' computers, devices, or systems; or
  - Engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us, users, or any other third party to any liability, damages, or detriment of any type.

Violations of system or network security and certain other conduct may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. If you commit or cause such violations, we may suspend or terminate your access to the Services for any or no reason at any time without notice.

### 3. **User Content and User Submissions**

The only user content you may provide is to vote for/select one of the choices for each question being posed.

### 4. **Subscription Services**

**Suspension or Termination** - We may suspend or terminate your access to Subscription Services at any time upon providing you reasonable prior notice. However, if you breached or violated any obligations under these Terms, we may terminate your access to the Subscription Services with immediate effect and without notice to you. If we terminate your access to the Subscription Services, you will not be responsible for fees associated with the Subscription Services after the termination becomes effective, but you will not have any other remedies against us, including a right to any refunds, and we will not issue any refunds. If you have breached or violated any obligation under these Terms, you will not be entitled to any remedy.

### **Billing and Payment**

- **Age and Billing Authorization** - By subscribing to a Subscription Service, you confirm that you have reached the age of majority in your jurisdiction of residence, that all information you submit is true and correct (including all credit or debit card information), and that you are the authorized holder of the applicable credit or debit card.
- **Fees** - You agree to pay all subscription fees and other charges to your Subscription Services accounts, including any applicable taxes. Fanship reserves the right to change the amount of, or the basis for determining, any subscription fees or other charges for the Subscription Services and to institute new subscription fees or other charges effective upon prior notice to you.

- Automatic Renewal
  - Monthly Subscription Services - For Monthly Subscription Services billed on a monthly basis, your subscription will continue until cancelled by you. Cancellation of the Service can be done any time through the Fanship Application.
  - Yearly Service Fee -For Subscription Services billed on an annual basis, you will be billed once in connection with your signing up for the Subscription Services and your subscription will automatically renew annually based on the date you initially became a Fanship Club Member. Cancellation of the Service can be done any time through the Fanship Application.

## 5. **Intellectual Property**

All content, information, computer code, software, and any other materials that are part of the Services other than your User Content are the property of Fanship. You may access, use, and display the Services, but only for non-commercial, informational, personal use, without modification or alteration in any way, and only so long as you comply with these Terms.

- Copyright and Other Intellectual Property Rights. Certain of the Fanship Content is protected under the copyright laws of the United States. You acknowledge that all copyrights and other intellectual property rights related to the Fanship Content and/or Services are owned by Fanship. Unless expressly permitted by an authorized person in writing or as permitted by applicable law, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way use or exploit any part of the Fanship Content or the Services.
- Trademarks and Service Marks. You acknowledge and agree that Fanship and the word mark and usage is prohibited.

You must not establish a link to our Services in any website that requires registration in connection with content from our Services or that otherwise collects personal information in connection with content from our Services.

The Services and all other materials offered via the Services, including but not limited to Fanship are provided for your private, non-commercial use, and you may not distribute, modify, translate, rebroadcast, transmit, perform, or create derivative works of them.

## 6. **Linking to Fanship Services**

You may link to our Services provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest or imply any form of association, approval, or endorsement on our part where none exist and no link to our Services may be "framed" to the extent such frame contains any sponsorship, advertising, or commercial text or graphics. We reserve the right to withdraw linking permission without notice.

## 7. **Change or Termination**

Fanship may change or terminate these Terms for any reason at any time, for example to reflect changes in laws or regulatory requirements, and such changes will be binding upon you when you next use a Service. Fanship reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Services, with or without prior notice. Subject to applicable law, Fanship also reserves the right to modify the price of any Services or any other products offered via the Services. Fanship is not responsible for any error in copy or images relating to the Services or any other products offered via the Services. Any offer to sell any Services or any other products offered via the Services may be discontinued at any time in Fanship's sole discretion.

Fanship also reserves the right to seek all remedies available at law and in equity for violations of these Terms. Upon termination, you must cease all access to and use of the Services, including any of the Fanship Content.

## 8. **Privacy Policy**

By using the Services, you acknowledge that you have reviewed and understand the Fanship Privacy Policy (the "Privacy Policy"), which shall be incorporated into these Terms. You agree (i) to provide accurate, current, and complete information about yourself as may be prompted by any registration or other forms (collectively, "Registration Data"); (ii) to maintain the security of your password and username; (iii) to maintain and promptly update Registration Data and any other information you provide to Fanship; (iv) not to sell, transfer, or assign your account; and (v) to be fully responsible for all use of your account and for any actions that take place using your account.

## 9. **Disclaimer of Warranties.**

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE IMPLIED OR STATUTORY WARRANTIES IN THESE TERMS TO APPLY TO YOU, SUCH EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

YOUR ACCESS TO AND USE OF THE SERVICES AND THE MATERIALS PROVIDED THEREIN, INCLUDING BUT NOT LIMITED TO THE FANSHIP CONTENT AND THE THIRD-PARTY MATERIALS, IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE OPERATION OF THE SERVICES OR THE INFORMATION, MATERIALS, GOODS, OR SERVICES APPEARING OR OFFERED ON THE SERVICES OR WITH RESPECT TO ANY WEBSITES OR SERVICES LINKED FROM THE SERVICES OR THE FANSHIP CONTENT OR THIRD-PARTY MATERIALS. THE SERVICES AND THE MATERIALS PROVIDED THEREIN, INCLUDING BUT NOT LIMITED TO FANSHIP CONTENT ARE PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS, AND NO ENCUMBRANCES; (II) THE WARRANTIES AGAINST INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR

PROPRIETARY RIGHTS OF ANY PERSON; (III) WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (IV) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY THE FANSHIP. FURTHER, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. FANSHIP MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE FANSHIP CONTENT, FUNCTIONS, OR MATERIALS CONTAINED THEREIN, WILL BE TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED. THE FANSHIP DOES NOT NECESSARILY ENDORSE, SUPPORT, SANCTION, ENCOURAGE, OR AGREE WITH ANY FANSHIP CONTENT OR ANY USER CONTENT, AND FANSHIP EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND LIABILITIES IN CONNECTION WITH ANY USER CONTENT OR FANSHIP CONTENT. FANSHIP MAKES NO REPRESENTATION THAT THE SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE OUTSIDE OF THE UNITED STATES. NO ORAL OR WRITTEN INFORMATION MADE AVAILABLE BY OR ON BEHALF OF FANSHIP SHALL CREATE ANY WARRANTY.

**10. Exclusive Remedy and Limitation of Liability.**

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF SUCH AN ENTITY, WILL FANSHIP, OR ANY THIRD PARTY INVOLVED IN HOSTING, OPERATING, CREATING, PRODUCING, OR DELIVERING THE SERVICES (INCLUDING THE SUBSCRIPTION SERVICES) (COLLECTIVELY, THE "FANSHIP PARTIES") BE LIABLE FOR DAMAGES OR LOSSES INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF THE TERMS OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION ANY FANSHIP CONTENT OR USER CONTENT, OR ANY SITES LINKED FROM THE SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF FANSHIP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE, EMBEDDING, OR DOWNLOADING OF OUR SERVICES OR TO YOUR DOWNLOADING OF ANY CONTENT ON IT OR ON ANY WEBSITE LINKED TO IT.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, FANSHIP PARTIES' LIABILITY IN SUCH JURISDICTIONS FOR SUCH DAMAGES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE,

OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY IF AND ONLY IF SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

SUBJECT TO APPLICABLE LAW ANY CLAIM AGAINST FANSHIP SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR ACCESS TO OR USE OF THE SERVICES. YOU AGREE TO GIVE FANSHIP WRITTEN NOTICE OF ANY CLAIM BY YOU AGAINST FANSHIP WITHIN ONE (1) YEAR OF THE EVENTS OR FACTS GIVING RISE TO THE CLAIM.

11. **Indemnification.**

You agree to indemnify, hold harmless, and defend the Fanship Parties, and each of their respective officers, owners, directors, shareholders, contractors, agents, employees, general and limited partners, successors, and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses, and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your access to or use of the Services (including, without limitation, your User Content and your use of any Fanship Content), (ii) your online conduct in connection with the Services, (iii) your violation or breach of these Terms, (iv) your failure to comply with any applicable laws or regulations in connection with the Services, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person in connection with the Services, or (vi) any of your dealings or transactions with other persons resulting from access to or use of the Services. You shall not settle any such claim without the prior written consent of Fanship. These obligations will survive any termination of these Terms.

12. **Integration and Severability and Amendment.**

These Terms constitute the entire agreement between Fanship and you. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. Fanship in its sole discretion may amend these Terms, in which case we will post the amended Terms within the Services. Your access to or use of the Services after such amended Terms are posted will constitute acceptance of them by you. Fanship may be required to notify you of certain events concerning the Services and your access to or use thereof, and your access to or use of the Services constitutes acceptance that such notices will be effective upon our posting them on the applicable Services or, if we elect in our sole discretion, emailing you at an address you have provided to us.

13. **No Waiver.**

Fanship's failure to enforce any provisions of the Terms or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches.

14. **Assignment and Binding Effects.**

You may not assign these Terms or any rights or obligations herein without the prior written consent of Fanship and any attempted assignment in contravention of this provision is null and void and of no force or effect. Fanship has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors, and permitted assigns.

15. **Dispute Resolution and Binding Arbitration.**

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THIS SECTION WILL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW.

For purposes of these Sections 15-17, Fanship shall include the FANSHIP its respective employees, directors, officers, agents and representatives. Notwithstanding any other provision in these Terms, you and Fanship agree and acknowledge that these Terms evidence a transaction involving interstate commerce and that the Federal Arbitration Act will govern their interpretation and enforcement and any proceedings relating to such interpretation or enforcement.

**Definition of Dispute.**

"Dispute" shall be defined as any dispute, claim, or controversy arising out of or relating to the Services, these Terms, the Privacy Policy, other applicable Fanship terms or policies, or your relationship with Fanship, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Dispute"). Dispute shall be interpreted broadly. Dispute shall also include any dispute, claim, or controversy that arose before you assented to these Terms or after termination. Notwithstanding the foregoing, Dispute shall not include disputes, claims, or controversies concerning patents, copyrights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Services. You or Fanship may seek interim or preliminary relief from a court of competent jurisdiction as needed to protect the status quo pending completion of arbitration.

**Mandatory Informal Pre-Dispute Resolution Process.**

Before initiating an arbitration proceeding, you or Fanship must give the other party notice of the Dispute by providing a written "Notice of Dispute" that is personally signed by you (if you are initiating the Notice of Dispute) or a Fanship representative (if we are initiating the Notice of Dispute). The Notice of Dispute must contain the following information: (1) name, contact information (address, telephone number, and email address), and account information if applicable; (2) a detailed description of the nature and basis of the Dispute; and (3) a detailed description of the nature and basis of the relief sought, including a calculation for it.

You must send any such Notice of Dispute to Fanship by email to [info@Fanshipclub.com](mailto:info@Fanshipclub.com). Fanship must send any such Notice of Dispute to you at the email address we have on file for you. You and Fanship agree to attempt to resolve the Dispute through informal, good faith negotiations for a sixty (60) day period from the date that a completed Notice of Dispute is received (or a longer period, if agreed to by the parties). If the party receiving the Notice of Dispute requests a telephone settlement conference as part of this informal process, you and Fanship agree to participate in an effort to resolve the Dispute. Should Fanship make this request, you agree to attend this conference

(with your counsel, if you are represented). Should you make the request, Fanship agrees to have a representative attend this conference (with counsel, if Fanship is represented).

Compliance with this "Mandatory Informal Pre-Dispute Resolution Process" is a condition precedent to initiating arbitration. Neither you nor Fanship may initiate an arbitration proceeding absent such compliance. If the sufficiency of a Notice of Dispute or compliance with this process is at issue, it may be decided by a court of competent jurisdiction at either party's election, and any arbitration proceeding shall be stayed. Such court shall have the authority to enforce this condition precedent to an arbitration proceeding, which includes the power to enjoin the filing or prosecution of a demand for arbitration and the assessment and collection of arbitration administrative fees. Notwithstanding the foregoing, either party may elect to raise non-compliance with this Mandatory Informal Pre-Dispute Resolution Process and seek relief in arbitration.

**Any applicable limitations period (including the statute of limitations) and any filing fee deadlines shall be tolled while you and Fanship engage in this Mandatory Informal Pre-Dispute Resolution Process in an effort to resolve the Dispute.**

#### **Small Claims Court.**

Any Dispute that falls within the jurisdictional scope and limits of the small claims court where you reside must be brought in that court on an individual basis. Such Dispute must remain in small claims court and may not be removed or appealed to a court of general jurisdiction.

#### **Arbitration Procedures.**

Except as otherwise provided herein, any Dispute that is not resolved through the Mandatory Informal Pre-Dispute Resolution Process or small claims court shall be resolved by binding arbitration to be held in the county or parish in which you reside.

The arbitration shall be administered by the American Arbitration Association ("AAA") and heard by a single, neutral arbitrator. The AAA shall administer the arbitration in accordance with the AAA's applicable rules including the supplementary rules ("AAA Rules"), as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org). If the AAA is unable or unwilling to administer the arbitration consistent with these Terms, the parties shall agree on an alternative provider that will do so. If the parties cannot agree, they shall jointly petition a court of competent jurisdiction to appoint an arbitration provider that will do so.

The party seeking to initiate arbitration must provide the other party with the demand for arbitration as specified in the AAA Rules and these arbitration provisions. If you are initiating arbitration, you shall serve the demand on Fanship by email to [info@Fanshipclub.com](mailto:info@Fanshipclub.com). If Fanship is initiating arbitration, Fanship shall serve the demand at the email address that we have on file for you. The demand for arbitration must be personally signed by the party initiating arbitration (and their counsel, if represented). By signing the demand for arbitration, that party (and their counsel, if represented) certifies that they have complied with (1) the Mandatory Informal Pre-Dispute Resolution Process (and they shall attach the Notice of Dispute) and (2) the requirements of Federal Rule of Civil Procedure 11(b), including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all appropriate persons (including counsel) as a court would.

The AAA Rules shall govern the payment of all arbitration fees. You and Fanship agree that arbitration is designed to be cost-effective for all parties. Either party may engage with the AAA



to discuss fee reductions and deferred payments. All issues are for the arbitrator to decide except the following, which are for a court of competent jurisdiction to decide: (1) issues that are specifically reserved for a court in these Terms and (2) issues related to the scope and enforceability of the arbitration provisions.

The arbitrator may award relief, including, but not limited to, monetary, declaratory, injunctive, or other equitable relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator must follow these Terms and can award the same individualized damages and relief as a court, including injunctive or other equitable relief necessary to provide relief as to the individualized claim. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Unless you and Fanship otherwise agree, one person's claims may not be consolidated with those of any other person. If a court determines that a claim or request for public injunctive relief may not be waived and all appeals from that decision have been exhausted (or it is otherwise final), you and Fanship agree that any claim or request for public injunctive relief shall be stayed and resolved by a court pending arbitration of the remaining claims and requests for relief.

The decision of the arbitrator shall be in writing and shall set forth the essential findings of fact and legal analysis. A judgment to enforce the award may be entered by a court of competent jurisdiction, however, any award that has been satisfied may not be filed or entered in court. The decision of the arbitrator shall have no preclusive effect in any proceeding involving non-identical parties.

#### **16. Class Action Waiver and Jury Trial Waiver.**

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. THIS SECTION WILL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC).

You and the FANSHIP agree that, to the fullest extent permitted by applicable law, each party may bring claims (whether in court or in arbitration) against the other only in an individual capacity, and not participate as a plaintiff, claimant, or class member in any class, collective, consolidated, private attorney general, or representative proceeding. This means that you and the FANSHIP may not bring a claim on behalf of a class or group and may not bring a claim on behalf of any other person unless doing so as a parent, guardian, or ward of a minor or in another similar capacity for an individual who cannot otherwise bring their own individual claim. This also means that you and the FANSHIP may not participate in any class, collective, consolidated, private attorney general, or representative proceeding brought by any third party. Notwithstanding the foregoing, you or the FANSHIP may participate in a class-wide settlement.

To the fullest extent permitted by applicable law, you and the FANSHIP waive any right to a jury trial.

17. **Choice of Law and Venue.**

Subject to applicable law, these Terms and any Disputes between you and Fanship will be governed by the laws of the State of North Carolina without regard to its principles of conflicts of laws.

18. **Separate Terms and Conditions.**

In connection with your access to or use of the Services, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these supplemental policies and terms carefully before accessing or making any use of such portions of the Services. Any supplemental terms will not vary or replace these Terms regarding any access to or use of the Services, unless otherwise expressly stated.

19. **Acceptance of Terms of Use.**

BY USING ANY SERVICE, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS. If you do not agree to these Terms, you must not access or use any of the Services. Fanship may change the terms of this Agreement at any time, and your access to or use of Services after such change is posted will mean that you accept such change.

20. **Notice for California Consumers.**

Under California Civil Code Section 1789.3, California users of the Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

21. **Contact Information.**

Please direct any questions, complaints, or claims related to the Services or your access to or use of the Services to [info@fanshipclub.com](mailto:info@fanshipclub.com) and select "Terms of Service" as the subject.