

Born To Rage Contest - Terms and Conditions

ATTENTION: PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE PARTICIPATING IN THE "BORN TO RAGE" CONTENTS ("CONTEST") AVAILABLE THROUGH THE SITE WWW.BORNTORAGE.COM ("SITE") FROM OCTOBER 28TH 2013 UNTIL NOVEMBER 28TH 2013. FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT YOU ARE ONE OF THE LUCKY WINNERS OF THE COMPETITION, YOU SHALL NOT BE GRANTED ANY IMPLIED OR EXPLICIT COPYRIGHT OR ANY OTHER RIGHT OF CONTROL OR OWNERSHIP TO ANY TRACKS PRODUCED AND/OR CREATED BY THE ARTIST DADA LIFE HEREUNDER OR OTHERWISE AS PART OF THE CONTEST. CHOOSING TO ACCEPT THE TERMS INDICATES THAT YOU ARE 18 OR OVER THE AGE OF 18 AND ELIGIBLE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND ACCEPTED THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO PARTICIPATE IN THE CONTEST. THESE TERMS GOVERN YOUR USE OF THE SITE AND ANY CONTENT (SUCH AS MELODIES, BASELINES, BEATS/RHYTHMS, BREAKS, EFFECTS, TEXT/LYRICS, OTHER MUSIC SOUNDS/RECORDINGS, AUDIO AND/OR AUDIO-VISUAL RECORDINGS ETC INCLUDING WITHOUT LIMITATION THE UNDERLYING COMPOSITON(S) CONTAINED THEREIN) ("CONTENT") THAT THE ARTIST, SO BLEEPED AB ("COMPANY") OR ITS LICENSEES OR ITS DESIGNATED THIRD PARTIES AND THEIR SUBSIDIARIES CREATE DURING THE CONTEST.

1. Background

The Contest will be available to the general public through the Site from October 28th until November 28th, 2013.

Physical persons will have the option to enter into the Contest during this time interval by first choosing to purchase the Artist's track "Born To Rage" ("Track") through Beatport (www.beatport.com) and, after having read and agreed to these Terms, sending the receipt for said purchase to this email address: dadalifecontests@gmail.com. By reading and agreeing to these Terms and sending your receipt as described herein, you have opted to enter into the Contest and will have the possibility to send your suggested personalization request to the Artist through the Site. Once a day from the starting date until the end date of the Contest one person will win the honour of being dedicated a personalized version of the Artist's track "Born To Rage". Such personalized version will be fully owned and controlled by Company throughout the world.

Each daily winner will be chosen by a jury consisting of the Artist, Toby Benson and representatives of Complete Control Management. The Jury will choose the winner with the best personalized suggestion in their liking and the jury's decisions are final and cannot be questioned or overruled. After having entered into the Contest as described herein and accepted and agreed to these Terms, you hereby give consent to your name (forname and first letter of your surname) being published on the Site, on the Artist's Facebook page and Twitter feed, if you are named one of the daily winners. The winners will be contacted by email.

The winners will receive the honour of being mentioned in a version of the Track. The personalized versions will be sent by email to the relevant winner strictly for personal and private listening

purposes and the winners names will be published on the Site. The value of the prize cannot be estimated as it is strictly of promotional character.

By sending in your personalized suggestion you confirm that you have the full right and authority to suggest said personalized suggestion (which should be your name). You further agree that you will not enter in any offensive, defamatory racist, sexist, unauthorized brands, trademarks, copyright protected phrases or otherwise unlawful suggestions.

Specific information regarding the Contest can be found on the Site and you may direct any questions to our support yourownborntorage@umusic.com.

By approving these Terms and submitting your personalized suggestion you agree be part of the Contest as described herein, you grant the Company, and the Artist, the right to use your personalized suggestion in the Track and for the avoidance of doubt the Company shall control and own throughout the world in any and all personalized versions of the Track.

2. Possibility to opt out

You will have the possibility to opt out from participation in the Contest as described herein by emailing our support yourownborntorage@umusic.com. Please note that the possibility to opt out will only be available until you are named the winner of a daily Contest.

3. Eligibility

To use the Site and to participate in the Contest, you must be at least eighteen (18) years of age at the date of registration.

4. Personal data

By using the Site and/or entering into the Contest you agree that certain personal data will be collected by the Company and/or its designated third parties and/or its licensees. The following personal data will be collected: Forename, surname, email address, city and country of residence. Other personal data may be collected, and such additional personal data will only be collected for the purpose of administering the Site and enabling the Contest as described herein and on the Site. Please note that information of your city and country of residence will only be collected if you have chosen to enter that information.

Personal data will be collected for the purposes of administering the Site, appointing and announcing winners and administering Content as well as enabling the Contest and may therefore need to be shared with designated third parties and our licensees for these purposes. We may disclose your personal data to Universal Music AB, So Bleeped AB, employees, contractors and affiliated organizations that need to know that information to process it on our behalf or to provide services available at the Site and the Contest and only if they have agreed not to disclose it to others. We, or our designated third parties or licensees may, in connection with the Site and the Content, use your personal data in order to provide you with advertisements, commercial messages and the like. In addition to the above, we may also share your information to third parties for these limited purposes:

- i. to allow a merger, acquisition, or sale of all or a portion of our assets;
- ii. to respond to legal process (e.g. a court order or subpoena), if we believe in good faith that it is necessary to do so; to comply with requirements of mandatory applicable law; to protect the safety of any person; to protect the rights and property of the Company, including to enforce the Terms; and to address fraud, security or technical issues;
- iii. to inform business partners about use of the Site and products and services made available through the Site, in the form of aggregated statistics or otherwise in a format which does not reveal your identity; and
- iv. if you expressly opt in to such sharing.

You understand and agree that the privacy policies of third parties will govern all use of information that we provide to them under this section.

The Company and/or designated third parties and/or its licensees use of such information is governed by the provisions of the Swedish Personal Data Act (Swe. Personuppgiftslagen (1998:204)) or other applicable laws and legislation pertaining to the collecting and administration of personal data. By accepting the Terms connected to the Site, you consent to such processing and you warrant that all data provided by you is true, accurate, current and complete information (and, for as long as you continue to use the Site, you agree to update such information and to keep it true, accurate, current and complete). We are committed to protecting your information. While we take reasonable data protection precautions, no security measures are completely secure, and we do not guarantee the security of user information at any time.

The Site is intended for user aged 18 or older. We explicitly state that for users in the United States, the Site is not directed to children under the age of 13, and we do not knowingly collect personal information from children under 13. If you are under 13 years of age, do not use the Site and do not provide any personal information to us. If we discover that a child under 13 has provided us with personal information, we will delete it.

You can access and amend the information we keep on you by contacting us on the following email address: yourownborntorage@umusic.com. Upon your request, we will provide you with information of what personal data has been collected and is used, remove such data (de-registration of your account and removal of Content will then be necessary), correct false personal data and, if you wish, end all use of your personal data for contacting you with advertisements and commercial messages. We will respond within a reasonable period of time upon verification of your identity.

The Company may also subcontract processing or share your information to a third parties located in countries, other than your home country. Information collected within the European Economic Area ("EEA") and Switzerland may, for example, be transferred to, and processed in, a country outside of the EEA and Switzerland. You expressly consent to this.

5. Use of the Site for submitting Content

In order to be eligible to accept the Terms and to thereafter participate in the Contest as described herein, you must be at least 18 years of age and have purchased the Track through www.beatport.com.

In order to submit a personalized suggestion as described herein you must choose the option “I accept the Terms & Conditions”. By doing so, you enter into a legally binding contract with the Company.

You may not modify, publicly display, publicly perform or distribute the Track or the Content that is uploaded to the Site. Use of the Site or the Content made available through the Site for any public or commercial purpose (including, without limitation, on another site or through a networked computer environment) is strictly prohibited. The Site is protected under international copyright laws. Any unauthorized use of the Site may violate copyright, trademark and other laws. If you breach any of these Terms, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials (if any).

6. Ownership to the Content, Rights, Warranties

You accept the Terms and enter into a legally binding contract with the Company by choosing the option “I accept the Terms & Conditions”. Thereby you accept, agree and confirm that, if the Content(s) submitted by you is chosen by the jury to be used in any manner whatsoever in the Track and you do not opt out from the Contest as described herein, your personalized suggestion as described herein and on the Site will be regarded as chosen Content (“Chosen Content”) and with respect to Chosen Content (for the avoidance of doubt, all provisions regarding Content will also apply to Chosen Content) you accept, agree and confirm that, in consideration for the sum of one euro and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby assign to the Company all right title and interest in and to the Chosen Content as part of the Track (solely) so that the Company shall have an irrevocable, perpetual, transferable, exclusive, fully-paid, worldwide, assignable and sub-licensable right to:

(a) the exclusive right to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your Chosen Content as part of the Track (or any modification, edit, adaptation, adjustment, remix, version thereto or), in whole or in part, in any format or medium now known or later developed, for commercial purposes such as synchronization licenses etc, and;

(b) the exclusive right to use (and permit others, such as, for example, its licensees, to use) your Chosen Content as part of the Track in any manner and for any purpose (including, without limitation, commercial purposes, synchronization licenses in connection with any audio-visual material as chosen by the Company or its licensees etc) that the Company deem appropriate in their sole discretion (including, without limitation, to incorporate your Chosen Content or any modification, edit, adaptation, adjustment, remix, version thereto or thereof), in whole or in part, into any technology, product, or service). The Company reserves the right to display advertisements in connection with your Chosen Content as part of the Track and to

use the Chosen Content for advertising and promotional purposes. You agree that you are solely responsible for all of your Content, as well as your Chosen Content.

The Company is not required to host, display, or distribute any Content on or through the Site and may remove at any time or refuse any Content for any reason. The Company is not responsible for any loss, theft, or damage of any kind to any Content. The Company does not want to receive any Content that is confidential. You understand and agree that any Content or Chosen Content will be considered non-confidential and non-proprietary and that the Company will be free to disclose your Content to any third party absent any obligation of confidence on the part of the recipient. After each and every opt out deadline, as notified through the Site in connection with the submissions for each segment as described herein, the Company does not guarantee that you will have any recourse through the Company or any third party to edit or delete any Content or Chosen Content that you have submitted.

By submitting any Content or personalized suggestion, you represent and warrant that:

- you are at least 18 years old;
- you are authorized to make publicly available your personalized suggestion and/or Chosen Content and that you own all rights (copyrights, trademark rights, other intellectual property rights etc) in your personalized suggestion;
- you are the individual whose name is the personalized suggestion;
- your personalized suggestion or Chosen Content as described herein does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- you voluntarily agree to waive all "moral rights" that you may have in your Content, or Chosen Content, however, only to the extent possible in accordance with the applicable copyright law in your country of residence. For the avoidance of doubt, you have the right to be credited on the artwork of the Track and the Company shall use all reasonable efforts to ensure that you receive such credit;
- any information contained in your personalized suggestion or Chosen Content is not known by you to be false, inaccurate, or misleading;
- your personalized suggestion or Chosen Content does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising)
- your personalized suggestion, Content or Chosen Content is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- you were not and will not be compensated or granted any consideration by any third party for submitting your Content or Chosen Content, other than specified in these Terms or in the event that the Chosen Content is exploited by us and/or licensees or assigns;
- your personalized suggestion, Content, Chosen Content, personal data etc does not incorporate materials from a third party web site, or addresses, email addresses, contact information, or phone numbers (other than your own);
- your personalized suggestion, Content or Chosen Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;

- your personalized suggestion, Content or Chosen Content does not contain any information that you consider confidential, proprietary, or personal; and
- your personalized suggestion, Content or Chosen Content or personal data does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

7. Access

You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Site and for paying, if any, all charges related thereto. When you contact the Company or its designated third parties or licensees for the purpose of the Site and the Contest as described herein, the Company and/or its designated third parties and/or licensees may collect certain personal information about you.

8. Usage Rules

Your access to and use of the Site will be limited by the rules described in this section ("Usage Rules"). You may not attempt (or support others to attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with any Usage Rules or attempt to circumvent DRM associated with the Content or any identifying information associated with the Content. All rights not expressly granted to you in these terms are reserved to the Company and/or its designated third parties and/or licensees.

You may not authorize, encourage or allow or you yourself make any Content which is acquired by the Company through the Site to be reproduced, modified, displayed, performed, transferred, made available, communicated, distributed or otherwise used, in whole or in part, by anyone else. You agree to advise the Company promptly of any such unauthorized use by email:

yourownborntorage@umusic.com.

9. Prohibited uses

You agree not to use the Site (including, without limitation, any materials or services you may obtain through your use of the Site): (a) in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law (each a "Law"); (b) to stalk, harass, or harm another individual; (c) to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (d) to interfere with or disrupt the Site or servers or networks connected to the site. You further agree not to (e) use any data mining, robots, or similar data gathering or extraction methods in connection with the site; or (f) attempt to gain unauthorized access to any portion of the Site or any other accounts, computer systems, or networks connected to the Site, whether through hacking, password mining, or any other means and as further detailed below.

10. Viruses, Hacking and other offences

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site, the server on which the Content is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed

denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any materials posted on it, or on any website linked to it.

11. Termination

Except as set forth in the Terms, the Company may remove your personalized suggestion, Content, Chosen Content and/or terminate, suspend or modify your registration with, or access to, all or part of the Site, without notice, at any time and for any reason. You may discontinue your participation in the Contest as well as access to the Site according to the rules pertaining to opting out, as described herein. If you breach any of these Terms, your authorization to use the Site automatically terminates and you must immediately destroy any downloaded or printed materials (and any copies thereof). For the avoidance of doubt, any foul play, cheating or other kind of unethical behavior in connection with the Site and/or the Contest will result in the termination of your participation and removal of Content/personalized suggestion without prior notification to you.

In the event your Content/personalized suggestion has been chosen by the jury for use on the Track and is thereby regarded as Chosen Content, any termination of the Terms, in whole or in part, shall not diminish the grant of rights and assignment of ownership to such Content as described in section 7.

12. Disclaimers

THE SITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE IS WITH YOU. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SITE (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE OR FROM THE COMPANY, ITS DESIGNATED THIRD PARTIES, PARTNERS, LICENSEES, THE COMPANYS PARENTS, SUBSIDIARIES, OR OTHER AFFILIATED COMPANIES, OR THEIR SUPPLIERS (OR THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES) SHALL CREATE ANY WARRANTY. THE COMPANY DISCLAIMS ALL EQUITABLE INDEMNITIES.

13. Limitation of Liability

TO MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR (A) INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER OR HOWSOEVER CAUSED OR (B) ANY DIRECT DAMAGES WHATSOEVER IN EXCESS OF ONE HUNDRED UNITED STATES (US\$100.00) DOLLARS (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF REVENUES, LOST PROFITS, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA OR OTHER INTANGIBLE LOSSES), DIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE SITE (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SITE), WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY AND EVEN IF THE COMPANY, ITS DESIGNATED THIRD PARTIES, LICENSEES, PARTNERS ETC HAVE BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES.

14. Exclusions and limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that the Company may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the Company's liability shall be the minimum permitted under such applicable law.

15. Modifications to the Site

The Company reserves the right to modify, suspend or discontinue the Site at any time without notice to you. For example, the Company may make changes to the materials and/or services provided through the Site, at any time without notice. The materials and services that may be provided through the Site may be out of date and the Company makes no commitment to update such materials and services whatsoever. Information published on the Site may refer to products, programs or services that are not available in your country.

16. Links to third-party websites

Links on the Site to third-party websites are provided solely as a convenience to you. If you use these links, you will leave the Site. The Company is not obliged to review such third-party websites, does not control such third-party websites and is not responsible for any such third-party websites (or the products services, or content available through the same). Thus, the Company does not endorse or make any representations about such third-party websites, any information, software, products, services or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from the Site, you do this entirely at your own risk.

17. Trademarks

The Company name, the artist's name and artist name, any other product or service name or slogan or logo contained in the Site are trademarks of the Company and its suppliers, partners, licensees or licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of the Company or the applicable trademark holder. Ownership of all such trademarks and the goodwill associated therewith remains with the applicable trademark holder. You may not

use any metatags or any other "hidden text" utilizing any name, trademark or product or service name of the Company or rights holder without the Company or the applicable rights holder's prior written permission. In addition, the look and feel of the Site (including all page headers, custom graphics, button icons and scripts) is the service mark, trademark and/or trade dress of the rights holder and may not be copied, imitated or used (in whole or in part) without the rights holder's prior written permission. Reference to any products, services, processes or other information, by trade name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by the Company.

18. International issues

The Company administers the Site, through a designated third part from Stockholm, Sweden. The Company makes no representation that the Site is appropriate or available for use outside the EMEA territories and access to the Site from territories where its contents are illegal or restricted is prohibited. If you choose to access the Site from outside the EMEA territories, you do so on your own initiative and are responsible for compliance with applicable laws.

19. Electronic communications

When you visit the Site or send e-mails to the Company or its designated third parties or licensees, you are communicating with the Company or its designated third parties or licensees electronically. We may respond to you by e-mail or by posting notices on the Site. You agree that all such notices, disclosures and other communications that the Company provide to you electronically satisfy any legal requirement that such communications be in writing.

20. General

These Terms, together with any additional terms to which you agree when using particular elements of the Site, constitute the entire and exclusive and final statement of the agreement between you and the Company and any of the Company's designated third parties, licensees etc with respect to the subject matter hereof, superseding any prior agreements or negotiations between you and the Company with respect to such subject matter. The failure of the Company to exercise or 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 nevertheless agree that the court should endeavor to give effect to the intentions of the Company and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms shall remain in full force and effect notwithstanding any termination of your use of the Site until you explicitly opt out prior to the deadline for the submission of Content as described herein and as will be specifically communicated on the Site. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction.

21. Modifications to these Terms

The Company may, at their sole and absolute discretion, change these Terms from time to time. The Company will post notice of such changes on the Site and you will be asked to accept and agree to the amended terms by explicitly choosing to do so.

22. Choice of law, mandatory arbitration and venue

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Terms are subject to the laws of Sweden, without regard to choice or conflicts of law principles. Further, you and the Company agree to the exclusive jurisdiction of the courts of Sweden to resolve any dispute, claim or controversy that arises in connection with these Agreements.

If you are a United States user of the Site, the following mandatory arbitration provisions also apply to you:

- i. You and the Company agree that any dispute, claim or controversy arising out of or relating in any way to the Company or your use thereof, including these Terms, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and the Company are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Terms and the termination of your participation in the Contest or opting out as described herein. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA Rules"), as modified by these Agreements, and as administered by the AAA. You and the Company agree that these Agreements involve interstate commerce and are subject to the Federal Arbitration Act.
- ii. You and the Company agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Site, Chosen Content and/or Content are not subject to mandatory arbitration. Instead, you and the Company agree that these claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by courts of competent jurisdiction in New York, New York, and that applicable Federal law shall govern, without regard to choice of law principles.
- iii. You and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a class member or in any representative capacity or proceeding. Further, no arbitrator shall consolidate any other person's claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.
 - iv. Any arbitration must be commenced by filing a demand for arbitration with the AAA within one year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA's Consumer Rules with the remainder paid by the Company. Any arbitration costs or fees deemed "excessive" will be paid by the Company.