

## **Bullseye**

### **Terms of Service**

Last revised on: June, 5th, 2024

1. These Terms of Service ("Terms") are a legal agreement between You (or "you") and Bullseye Software, LLC. ("Bullseye", "Company", "us", "our", and "we") and govern your use of all Services that we may make available to you, including our Services and any services, plug-ins, software or anything else that we may provide through any of our user are the people who have created Bullseye account (collectively the "Services"). By visiting, accessing, using, and/or joining (collectively "Using" or "using") the Services, you acknowledge and accept these Terms. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.
2. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," OR DO NOT USE THE SERVICES.
3. As used in these Terms, "Company" means Bullseye Software, LLC., with offices at: 3922 Prospect Avenue, Unit A, Culver City, CA 90232
4. Eligibility. In order to use our Services you must meet all of the following criteria:
  - a. You must be at least eighteen (18) years of age to use the Services, unless the age of majority in your jurisdiction is greater than eighteen (18) years of age, in which case you must be at least the age of majority in your jurisdiction (e.g., twenty-one (21)). If you are under the applicable age of majority, you shall not use and are not permitted to use the Services and you must immediately leave the Services. By Using the Services, you represent and warrant that you have reached at least the age of eighteen (18) and the age of majority in your jurisdiction. We maintain a zero-tolerance policy for anyone under the age of majority on our Services.
  - b. You have not previously been removed from our Services.
  - c. Any other criteria that we may, in our sole discretion, determine.
5. Nature of the Services.
  - a. Data, Insights, Marketing and Sales Automation: Bullseye.so provides powerful insights into website intent data and enables marketing and sales teams to qualify, route, and automate the data which we surface.
6. Your obligations and acknowledgments.
  - a. Use of the Services is not permitted where prohibited by law. If you are unsure of your eligibility or other legal requirements under these Terms, please contact your attorney prior to using the Services.
  - b. In order to use the Services, You must create an account with us (an "Account") to use the Services to their fullest extent. You represent and warrant that all information that you provide to us in creating your Account is complete and accurate. You shall also update such information when it changes. You shall not use another person's Account and shall not allow another person to use your Account. You are required to keep your passwords and access credentials confidential and not share them with anyone.

- c. You are solely responsible for maintaining the confidentiality of and restricted access to your Account and are solely responsible for all acts and omissions under your Account. You shall notify us immediately of any breach of security or unauthorized use of your Account.
- d. Pursuant to the Terms herein, we shall not be liable for any losses resulting from any unauthorized use of your Account.
- e. You shall comply with all applicable laws and regulatory requirements and may not use the Services in any way that would constitute, encourage or provide instructions for a criminal offense, a violation of the rights of any party, or that would otherwise create liability under applicable laws; or is unsolicited or unauthorized advertising, promotion, "spam" or any other form of solicitation.
- f. You are entirely responsible for any and all materials (including text) that you submit, upload, or otherwise make available via the Services, including any communications or information (collectively, "Submissions"). You agree that any disclosure of information in Submissions may make you personally identifiable and there is no guarantee such Submissions can be withdrawn.
- g. You shall be solely responsible for any and all of your own Submissions and any and all consequences resulting from them.
- h. For any of your Submissions, you represent and warrant that You: have the necessary rights and permissions to use and authorize us to use all IP in and to Submissions for any and all uses contemplated by these Terms; ii. have inspected to confirm that all individuals in your Submission are, in fact, over the age of eighteen (18) years other applicable age of majority; and You have written consent, release, and/or permission from each and every identifiable individual in the Submission to use the name and/or likeness and to enable use of the Submission for any and all uses contemplated by these Terms.
- i. You shall not:
  - i. submit material that is subject to third-party IP rights, unless you have explicit permission to submit the material and to grant us all of the license rights granted herein; use the Services in any way that is illegal, unlawful, defamatory, fraudulent, libelous, harmful, harassing, abusive, threatening, hateful, racially or ethnically offensive, inflammatory, or otherwise inappropriate as decided by us in our sole discretion; use the Services in any way that depicts illegal activities, promotes or depicts physical harm or injury against any group or individual, or promotes or depicts any act of cruelty to animals;
  - ii. use the Services in any way that impersonates another person or entity or otherwise misrepresents you, including creating a false identity;
  - iii. rent, lease, provide access to or sublicense the Services to a third party;
  - iv. use the Services to provide, or incorporate the Services into, any product or service provided to a third party;
  - v. reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law;
  - vi. copy or modify the Services, or create any derivative work from any of the foregoing;
  - vii. remove or obscure any proprietary or other notices contained in the Services;
  - viii. publicly disseminate information regarding the performance of the Services; or
  - ix. use the Services to collect, store, process or transmit any sensitive data including but not limited to: payment card data, protected health data as defined under HIPAA, or any special category data as defined under GDPR Article 9. Further, you acknowledge that Bullseye is not a payment card processor and that the Services are not PCI DSS compliant. You shall be responsible for any sensitive personal data

you it submit to the Service, and You acknowledges that Bullseye is not subject to any additional obligations that may apply to any sensitive personal data submitted to the Services.

7. Principles and Obligations.
  - a. Each Services user is solely responsible for any and all of its own User Content. Since we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, appropriateness, or quality of any User Content.
  - b. As a condition of your use of the Services, You agree: to abide by all applicable local, state, national and international laws and regulations and the laws and regulations of the United States and the state of California; not to use the Services in any way that exposes Company to criminal or civil liability; that you are solely responsible for all acts and omissions that occur as a result of your use of the Services; not to use or attempt to use any other party's Account on the Services without authorization; not to use any automated means, including robots, crawlers or data mining tools, to download, monitor or use data or Content from the Services; not to use the Services to collect usernames and/or e-mail addresses for sending unsolicited messages of any kind; not to take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure; not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any information you transmit; not to disable, circumvent, or otherwise interfere with security features of the Services; not to "frame" or "mirror" the Services; and not to reverse engineer any portion of the Services. You agree not to remove any proprietary notices from the Services or any of the Content.
  - c. You hereby expressly authorize us to monitor, record and log your use of the Services.
8. Third-Party Content. You understand and acknowledge that, when using the Services, you may be exposed to content from a variety of sources outside of our control (collectively, "Third-Party Content") and that we do not control and are not responsible for any Third-Party Content. You understand and acknowledge that you may be exposed to content that is adult-oriented, inaccurate, offensive, indecent or otherwise objectionable or may cause harm to your Devices.
9. Confidentiality. You (as "Receiving Party") agree that all code, inventions, know-how, business, technical and financial information it obtains from Bullseye ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Bullseye technology, performance information relating to any Service, and the terms and conditions of these Terms will be deemed Confidential Information of Bullseye without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 9 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 9. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party;

(iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. Further, You shall not use any means, automated or otherwise, to monitor, "scrape", download, use or otherwise collect data and/or content from the Services, including but not limited to bots or data mining tools.

#### 10. License.

- a. You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.
- b. Acceptable Use Policy. The following terms constitute our "Acceptable Use Policy":
  - i. In addition, you agree not to: (i) upload, transmit, or distribute to or through the Service any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Services; or (vii) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).
- c. Enforcement. We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance, and/or reporting you to law enforcement authorities.

#### 11. Intellectual Property

- a. "IP" means but is not limited to trademarks, service marks, patents, copyrights, privacy and publicity rights, words, graphics, logos, and any and all intellectual property. Our services may contain our IP as well as IP of our affiliates or other companies, provided to You or anyone in connection with the Services. Your use of our Services does not constitute any right or license for you to use such IP. Our Services are also protected under applicable IP laws, included but not limited to those of the United States. The copying, redistribution, use, or publication by you of any portion of our Services is strictly prohibited. Your use of our Services does not grant you ownership rights of any kind in our Services. We reserve all rights not expressly granted to You in these Terms.
  - b. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to You or any third party any IP rights or other interest in or to the IP.
  - c. The Content (defined as any text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, textual content, and any and all other materials You may view or get exposed to on the Services), excluding Submissions and Third-Party Content are subject to applicable IP laws.
  - d. You shall not to copy, modify, publish, transmit, distribute, participate in the transfer or sale of, create derivative works of, or in any other way exploit, in whole or in part, any Content.
  - e. Copyright Claims.
    - i. You may not infringe the IP rights of any party. We may in our sole discretion remove any Content or Submissions we have reason to believe violates any of the IP rights of others and may terminate your use of the Services if you submit any such Content or Submissions.
    - ii. We comply with the Digital Millennium Copyright Act. Pursuant to Title 17, Section 512(c)(2) of the United States Code, if you believe your copyrighted material is being infringed by the Services, you should notify us here.
    - iii. Notification of claimed infringement must be a written communication that includes substantially the following: (i) Identification of the material that is believed to be infringing. Please describe the material and provide a URL or any other relevant information that will allow us to locate the material on the Services; Information that will allow us to contact you, including your email address, address, and telephone number; and ii. A statement that you have a good faith belief that the use of the material complained of is not authorized by you, your agent or the law; A statement that the information in the notification is accurate and that under penalty of perjury that you are the owner or are authorized to act on behalf of the owner.
  - f. All rights reserved. All trademarks, logos and service marks displayed on the website or in the Service are our IP. You are not permitted to use this IP without our prior written consent or the consent of such third party which may own such IP, as applicable.
12. Subscriptions, Fees, and Termination. Subject to the terms of the specific agreement you may have with Bullseye:
- a. This is a subscription agreement and you acknowledge that you are obtaining only a limited right to the Services and that irrespective of any use of the words "purchase", "sale" or like terms in these Terms no ownership rights are being conveyed to You and Company retains all right, title and interest in and to the Services, integrations with the Services, and any and all related and underlying technology and documentation and any derivative works, modifications or improvements.
  - b.
  - c. You acknowledge that we reserve the right to charge for any or all of our services and to change our fees from time to time in our sole discretion. If at any time we terminate your rights to use the Services because of a breach of these Terms, you shall not be entitled

to a refund of any portion of your fees. In all other respects, such fees shall be governed by additional rules, terms, conditions or agreements posted on the Services and/or imposed by any sales agent or payment processing company, as may be amended from time to time.

- d. **Disputes and Late Payments.** If you want to dispute any Fees or Taxes, please contact us here within thirty (30) days of the date of the disputed invoice. Undisputed amounts past due may be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. If any amount of your Fees are past due, we may suspend your access to the Services after we provide you written notice of late payment.
- e. **Price Change.** We may change our prices by posting notice to your Account and/or to our Services.
- f. **Taxes.** You are responsible for paying all taxes. If you are required by law to withhold any taxes, the fees payable by You will be increased as necessary.
- g. **Termination for cause.** Either party may terminate these Terms if the other party (a) fails to cure any material breach of these Terms (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).
- h. If Your Account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Bullseye reserves the right to suspend Your access to the applicable Service without liability to You until such amounts are paid in full.
- i. **Effect of termination.** Upon any expiration or termination of these Terms, You will immediately cease any and all use of and access to all Services and delete any Confidential Information in your possession. Following termination, You will have no further access to any data input into the Service, and that Bullseye may delete any such data as may have been stored by Bullseye.
- j. You may terminate your subscription and close your Account by going to your account settings. You may cancel your membership and your Account at any time by contacting us here. You agree to be personally liable for any and all charges incurred by your Account, username and password until you terminate your membership as provided herein. Upon our processing of your request to cancel your membership, you will no longer have access to the non-public areas of the Service.
- k. **Payment.** The Services are paid with credit card, debit card or other payment card ("Credit Card"), Stripe Payment Gateway, or other payment method we may provide. If paying by Credit Card, the following terms apply:
  - i. **Recurring Billing Authorization.** By providing Credit Card information and agreeing to purchase any Services, You hereby authorize Bullseye (or its designee) to automatically charge Your Credit Card in order to provide the Services. You acknowledge and agree that the amount billed and charged may vary depending on Your use of the Services.
  - ii. **Foreign Transaction Fees.** You acknowledge that for certain Credit Cards, the issuer of Your Credit Card may charge a foreign transaction fee or other charges.
  - iii. **Invalid Payment.** If a payment is not successfully settled due to expiration of a Credit Card, insufficient funds, or otherwise, You remain responsible for any amounts not remitted to Bullseye and Bullseye may, in its sole discretion, either (i) invoice You directly for the deficient amount, (ii) continue billing the Credit Card once it has been updated by You (if applicable) or (iii) terminate these Terms.
  - iv. **Changing Credit Card Information.** At any time, You may change its Credit Card information by providing updated Credit Card information to us at.

- v. Please note that additional terms may apply if you use Stripe payment, Apple Pay, Google Pay, or other similar services.
- l. **Billing Errors.** If you believe that you have been erroneously billed, please notify us immediately of such error. If we do not hear from you within 30 days after such billing error first appears on any account statement, such fee will be deemed acceptable by you for all purposes, including resolution of inquiries made by your credit card issuer. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to us within 30 days of its publication.
- m. **REFUND POLICY.** Currently, we don't offer standard refunds. If there's something wrong with your order, please let us know by contacting us here. In limited situations, solely within our discretion, we may offer refunds for certain losses or disputes, otherwise, you assume there are no refunds, and all sales are final. Further, depending on third parties through whom you acquire the Services, please note, those third parties may also have restrictions on obtaining refunds.

### 13. Privacy

- a. Bullseye maintains a separate Privacy Policy and your assent to these Terms also signifies your assent to the Privacy Policy. We reserve the right to amend the Privacy Policy at any time by posting such amendments to the Services. No other notification may be made to you about any amendments. Your continued use of the Services following such amendments will constitute your acceptance of such amendments, regardless of whether you have actually read them.
- b. Our Services are directed to serve adults-only. You must be at least eighteen (18) years of age to use the Services, unless the age of majority in your jurisdiction is greater than eighteen (18) years of age, in which case you must be at least the age of majority in your jurisdiction (e.g., twenty-one (21)). If you are under the applicable age of majority, you shall not use and are not permitted to use the Services and you must immediately leave the Services. By Using the Services, you represent and warrant that you have reached at least the age of eighteen (18) and the age of majority in your jurisdiction. We do not knowingly collect Personal Information from anyone under the age of 18. If we discover that a person below 18 years of age or younger has provided Personal Information to us, we automatically delete such information. If you are a parent or guardian of a minor under the age of eighteen (18) and believe he or she has disclosed Personal Information to us, please contact us here.
- c. If you are an individual located in another jurisdiction outside of the US with laws governing data processing that differ from US laws, please be aware that data we collect will be processed and stored in the US States or in other countries where we or our service providers have operations. By submitting your data to Company, you understand and acknowledge to have your data transferred to, US or another jurisdiction which may not offer the same level of privacy protection as those in the country where you are located.
- d. Please note: Countries outside the United States may have regulatory requirements that differ from the United States and, therefore, this information may be inappropriate for use outside the United States. If you are located outside the United States, you are advised to consult with your attorney prior to the use of the Services.

### 14. Indemnification and Release.

- a. You alone are responsible for any violation of these Terms by you or under your Account. You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, agents, employees, resellers or other partners, and licensors harmless from any claim, demand, loss, or damages, including reasonable attorneys' fees ("Losses"), resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") arising from your use of the Services or from your breach of these Terms. This includes but is not

limited to any damages and third-party claims and expenses, including attorney's fees and costs, arising from unauthorized use or harm resulting from actions from your Account.

- b. You agree to defend us against any claim, demand, suit or proceeding made or brought against us by a third party arising from your Submissions, including, without limitation, allegations that your Submissions or that your use of the Services in violation of these Terms infringes or misappropriates the IP rights of any third party or violates applicable law and you shall indemnify us for any and all damages against us and for reasonable attorney's fees and other costs incurred by us in connection with any such claim, demand, suit or proceeding.
- c. Further, You hereby release us, our officers, employees, agents and successors-in-right from claims, demands and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Services.

15. Disclaimer of Warranties and Limitations of Liabilities.

- a. READ THIS SECTION CAREFULLY AS IT LIMITS OUR LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
- b. The Services may contain links to third-party websites which are independent of us. We assume no responsibility for the content or practices of and make no representation or warranty as to the accuracy, completeness or authenticity of information contained in any third-party websites. We have no right or ability to edit the content of any third-party websites. You acknowledge that we shall not be liable for any liability arising from your use of any third-party websites.
- c. THE SERVICES ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. WE SPECIFICALLY DISCLAIM TO THE FULLEST EXTENT ANY IMPLIED WARRANTIES OF INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE DISCLAIM ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SERVICES.
- d. YOU WILL USE THE SERVICES ONLY AS A REFERENCE AID, AND THAT SUCH INFORMATION IS NOT INTENDED TO BE (NOR SHOULD IT BE USED AS) A SUBSTITUTE FOR THE EXERCISE OF PROFESSIONAL JUDGMENT. YOU AGREE AND ACKNOWLEDGE THAT YOU WILL, AT ALL TIMES, SEEK PROFESSIONAL DIAGNOSIS AND TREATMENT FOR ANY MEDICAL CONDITION.
- e. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY ASPECT OF YOUR USE OF THE SERVICES, WHETHER, WITHOUT LIMITATION, SUCH DAMAGES ARISE FROM (i) YOUR USE, MISUSE OR INABILITY TO USE THE SERVICES, (ii) YOUR RELIANCE ON ANY CONTENT ON THE SERVICES, (iii) THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION OR COMPLETE DISCONTINUANCE OF THE SERVICES OR (iv) THE TERMINATION OF SERVICE BY US. THESE LIMITATIONS ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED OR ADVERTISED IN CONNECTION WITH THE SERVICES.
- f. WE DO NOT WARRANT THAT:
  - i. THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;
  - ii. THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;



- iii. YOUR DEVICE MEETS THE REQUIREMENTS TO USE OUR SERVICES. YOU ARE RESPONSIBLE FOR ENSURING YOUR DEVICE SATISFIES CERTAIN SYSTEM REQUIREMENTS;
  - iv. THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE;
  - v. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR;
  - vi. ANY ERRORS IN CONTENT WILL BE CORRECTED.
  - g. ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH CONTENT.
  - h. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES OR ANY OTHER GRIEVANCE SHALL BE THE TERMINATION OF YOUR USE OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE MAXIMUM LIABILITY OF US ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES OR RELATING TO THESE TERMS EXCEED \$100.
16. Notice and Communication.
- a. Any notice delivered by Company to You under these Terms will be delivered via email, regular mail or postings on our websites. Notices to Company shall be sent to 3922 Prospect Avenue, Unit A, Culver City, CA 90232 unless Company specifically allows other means of notice. To resolve or report a complaint regarding the Services, users will use the methods stated in this Section. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (" Notice"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent here or by regular mail to 3922 Prospect Avenue, Unit A, Culver City, CA 90232. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.
  - b. We reserve the right to send you email for the purpose of informing you of changes or additions to the Services, or of any related products and services offered by the Services or its affiliated entities. We reserve the right to disclose information about you and your usage of the Service that do not reveal your personal identity. Further, by agreeing to become a member you opt-in to receive occasional special offers, marketing, survey, and Services-based communication emails or messages. You can easily unsubscribe from our marketing emails by following the opt-out instruction in these emails.
17. Legal Disputes.
- a. NO CLASS ACTIONS. Disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either party from participating in a class-wide settlement of claims.
  - b. YOU AGREE TO THE FOLLOWING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS:

- i. MANDATORY ARBITRATION. You and Company agree to resolve any claims relating to these Terms or our Services through final and binding arbitration.
    - ii. Arbitration Forum. Either party may commence binding arbitration through ADR Services, an alternative dispute resolution provider. The parties will pay equal shares of the arbitration fees.
    - iii. Arbitration Procedures. The arbitration will be conducted in Los Angeles County, California or at another mutually agreed location. All issues are for the arbitrator to decide, including but not limited to issues relating to the scope, enforceability, and arbitrability of this Section. The amount of any settlement offer will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any.
  - c. The obligation to arbitrate is not binding upon the Services with respect to claims relating to its trademarks, service marks, patents, copyrights, or other intellectual-property rights, or requests for temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute between the parties.
18. Injunctive Relief. Notwithstanding anything in these Terms, Company may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- a. You acknowledge that if you violate or breach these Terms, it may cause irreparable harm to Us and our affiliates, and We shall have the right to seek injunctive relief against you in addition to any other legal remedies.
19. Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof. We reserve the right to amend these Terms at any time by posting such amended Terms to the Services with a new effective date. YOUR CONTINUED USE OF THE SERVICES FOLLOWING SUCH AMENDMENTS WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH AMENDMENTS, REGARDLESS OF WHETHER YOU HAVE ACTUALLY READ THEM.
20. Governing Law and Venue. To the fullest extent allowable by law, these Terms, and any disputes arising from it, will be governed exclusively by California law. The courts and venues within Los Angeles County, California will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms or its formation, interpretation or enforcement. Each party consents and submits to the exclusive jurisdiction of such courts.
21. Export. The website may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.
22. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay ) if the delay or failure is due to unforeseen events that occur after the signing of these Terms and that are beyond the reasonable control of such party, including but not limited to a strike, war, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services.
23. Relationship of the parties as independent contractors. Company and You are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Company and You. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

24. Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements. If you provide us feedback, you hereby grant to us a perpetual, non-revocable, royalty-free worldwide license to use and/or incorporate such feedback into any product or service at any time at our sole discretion.
25. General Terms.
- a. No Waiver. Failure by either party to enforce any right under these Terms will not waive that right.
  - b. Severability. If any portion of these Terms is not enforceable, it will not affect any other terms.
  - c. These Terms are not assignable, transferable or sub-licensable by you, but may be assigned or transferred by us without restriction.
  - d. Nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
  - e. You acknowledge and understand that we are a provider of an interactive computer service. We hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. However, note that we do not take responsibility for any parental control protection you may find or use and that you are solely responsible for such use.
  - f. Assignment and Subcontracting. Except as set out below, You may not assign or novate these Terms in whole or in part without the Company's express written consent. Bullseye may: (1) by written notice to You, assign or novate these Terms in whole or in part to an affiliate of Bullseye, or otherwise as part of a sale or transfer of any part of its business; or (2) subcontract any performance associated with the Bullseye to third parties, provided that such subcontract does not relieve Bullseye of any of its obligations under these Terms.
26. Entire Terms. These Terms are the complete agreement between the parties regarding the subject matter of these Terms and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).
27. Changes and contacting us.
- a. These Terms are current as of the Effective Date set forth above and if any changes are made, we'll post them on this page. If you continue to use the Services after those changes are in effect, you agree to the changes. This Policy may change if there is a material change to the way data is processed by Bullseye.
28. If you have any questions, comments, or concerns about these Terms, please contact us here or by mail at 3922 Prospect Avenue, Unit A, Culver City, CA 90232.