

TERMS OF USE

First Published: October 2019

Last Updated: October 2019

The provisions set forth in these terms (these “**Terms of Use**”) constitute a binding, legal agreement between Soap.Bx, Inc., a Delaware corporation (hereafter referred to as “**Soapbox, Inc.**” or by any variation of the pronoun “**we**”), and each person (“**you**” or “**User**”) who accesses, visits or otherwise uses our website having the address “soap-bx.com” and/or any other website owned or controlled by us (collectively, the “**Site**”). We reserve the right (but disclaim any obligation) to update, add to, delete from, or otherwise amend or modify these Terms of Use at any time and from time to time without prior notice. Accordingly, you agree also to review these Terms of Use whenever you access, visit or otherwise use any portion of the Site.

You Accept These Terms

It is a condition to using or visiting the Site, to receiving any of our services, and to communicating or providing information to us via the Site that you read all sections of these Terms of Use whether you believe it is of interest to you or not. If these Terms of Use are at any time not acceptable to you, your only recourse is to cease forever using the Site; and any subsequent visit will constitute unconditional acceptance of these Terms of Use and all other conditions to the use of the Site. Your accessing or other use of the Site constitutes your promise to us to agree to and be bound by these Terms of Use, and constitutes your further agreement and acknowledgment that we are relying and shall rely on such promise and that such reliance is reasonable. We may deny you access to the Site, if in our sole judgment you fail to comply with any provision of these Terms of Use.

We provide the Site and through the Site facilitate certain services made available to you only on condition of your agreement and promise of compliance with all provisions included in these Terms of Use or that are referenced herein. In addition, it is a condition to your use of the Site that you read, agree to and comply with our Privacy Policy and our End User License Agreement (“**EULA**”), together with any other terms and conditions we may publish on the Site in connection with registering an account, requesting or receiving our services, or otherwise. Collectively, we may refer to these Terms of Use, the Privacy Policy, the EULA, and any such other terms and conditions, as the “**Documentation**.” Each time that you access or use the Site, register, create, and update a user account, request or receive any services, or otherwise visit or use the Site, you are ratifying all prior agreements with our Documentation, are agreeing anew with all Documentation then in effect, and are promising to comply therewith without condition or exception. You are also acknowledging that we are relying on your promise, and that our reliance is reasonable, and that if you do not agree and use the Site or our licensed property or other services anyway, or do not keep your promise, it will have a detrimental impact on us. For convenience, these Terms of Use include certain words or phrases that are given special definitions. This is indicated by putting such word or phrase in quotes (often within parentheses) where it is first defined in various places throughout these Terms of Use or elsewhere on the Site.

You Accept Changes to These Terms

We may add to, delete from or otherwise modify or change these Terms of Use in any respect from time to time or at any time, if and as we determine in our sole discretion, and without notice to you. All such changes are effective immediately when we post them (unless they expressly provide otherwise). Such changes will apply to any and all use of the Site and use of our licensed property and request for or receipt of our services. You agree that any time you visit the Site; register an account with us or submit registration data; create or access or update a user account; request or receive any of our services; use our licensed property or other Site-accessible property of ours; provide any Feedback (defined below) or other content or information; and/or otherwise use the Site (collectively, such actions may be referred to herein as **“using the Site,” “visiting the Site”** or **“accessing the Site,”** and derivatives of such phrases), the same will constitute your representation to us that you have reviewed these Terms of Use and all other Documentation anew. Following any change to these Terms of Use, if you continue visiting the Site, the same will mean that you accept and agree to the changes without condition or exception. If any such changes are not acceptable to you, your sole remedy is to cease participating in the services and otherwise using the Site and, if applicable, to cancel your account. If we do ever change these Terms of Use, we will endeavor to indicate the most recent effective date of these Terms of Use, but if we do not indicate a date, or if we fail to update a date that was previously indicated, after making any such change, you agree that you will still be responsible for complying with these Terms of Use as so changed to the greatest extent not prohibited by law. You acknowledge that you have no right or entitlement to use the Site, or to require us to continue to operate or maintain the Site or provide any services, or to open or maintain a user account, or to require us to keep these Terms of Use unmodified, or to require us to modify these Terms of Use, or to otherwise have any voice in how we own, operate, manage, maintain or otherwise conduct the Site or any other aspect of our business. You understand and accept that temporary or permanent interruptions of the Site or of our services may occur as normal or anomalous events from any number of causes. You also understand and accept that you will have no remedy as against us or any affiliated person of ours for such an occurrence regardless of the circumstances or of the impact on you.

Prohibited Uses

The Site may be accessed, a user account created, and our services used for lawful purposes only. You agree to comply with and abide by not only these Terms of Use but also all applicable laws in connection therewith. Without limiting the generality of the preceding, you agree that you will not do any of the following: (a) include or use any false or inaccurate information in any User account; (b) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (whether lawful or unlawful), as well as viruses or other computer code that may interrupt, destroy, limit the functionality of the services, or interfere with the access of any other user to the services; (c) circumvent, disable or otherwise interfere with security related features of the services or features that prevent or restrict use or copying of any content; (d) use any meta tags or other hidden text or metadata utilizing our name, trademark, URL, web address, or product name; (e) use manual or automated software, devices, scripts robots, other means or processes to access, scrape, crawl, spider or otherwise similarly access any web pages contained in the services; (f) attempt to or actually use, receive or participate in our services by any means other than through the Site; (g) attempt to probe, scan or test the vulnerability of the Site or our

system or network, or breach or impair or circumvent any security or authentication measures protecting the Site, or our services or other aspects of our system; (h) attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any application, feature or function used in or connection with our licensed property or other Internet-accessible property of ours, or otherwise to provide our services; (i) use or access the Site or use, request or receive our services, or use our licensed or other property in any way that competes with us; (j) encourage or instruct any other individual to do any of the foregoing; and/or (k) take any other action or do any other thing not expressly contemplated herein but otherwise violative of the nature, purpose, and/or spirit of these restrictions.

Our Content (defined below) and all other property of ours and property used by us or that may be owned by an affiliate person of ours or a third-party licensor is protected by law. You may not remove, alter or obscure any of Our Content or other property used by us, or any notices related thereto that may be included in or accompany the Site or the services. You may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site or the services, except as expressly permitted in these Terms of Use. Any feedback, comments and suggestions you may provide for improvements to the Site or services (“**Feedback**”) will be the sole and exclusive property of Soapbox, Inc. and you hereby irrevocably assign to Soapbox, Inc. all of your right, title, and interest in and to all Feedback in exchange for your limited and conditioned license to use the Site in accordance with these Terms of Use and without the need for any further consideration.

Ownership and Use

Your access or other use of the Site, in any form or manner, and our consent thereto, shall not be deemed to give you any current or continuing or future right to access or otherwise use the Site, or any right, title or interest in or to Our Content. “**Our Content**” means: the Site, the domain name/s of the Site; the “look and feel,” design and content of the Site and the Site user interface, and the functionality of the Site; all information processing and rendering systems, source code, object code and any other code; all content included in the Site, including (but not limited to) text, videos, audio recordings, and images of any kind or nature, sounds, images, designs, videos and other content used in connection with our Site; our Intellectual Property (defined below); all so-called moral rights, goodwill, results and proceeds, and any other kind of right or interest that is associated with or symbolized by or that flows or derives from any of Our Content or other property; and every other thing which under these Terms of Use is or becomes our property, including but not limited to all Feedback. As between you and us, “**Our Content**” also includes, without limitation, any of the foregoing which, as between Soapbox, Inc. and any affiliated person of ours or any third-party licensor, is the property of such affiliated person or licensor, is used by us with permission. “**Intellectual Property**” means trademarks, service marks, trade names, product and service names and slogans and all related words, names, symbols, devices, logos and similar iterations or variations thereof; and all patents, copyrights, moral rights and other intellectual and property rights of any kind or nature (including, but not limited to, any applications for, or claims or rights to any of the same). We reserve the right to refuse, limit, or cancel access to our Site, existing User accounts, or other services of ours for any reason or no reason.

The Site and the Content are solely for your limited use in accordance with these Terms of Use, any applicable license agreement, the Privacy Policy, and any other applicable Documentation. You may download or copy Content (defined below) and other downloadable materials displayed on the Site only for permitted use thereof and only to the extent provided in the Documentation. However, in no event shall any such download or copy be deemed to transfer to you any right, title or interest in or to the Site or any Content. Except, and then only to the limited extent expressly permitted otherwise by a writing signed or published by us, you shall have no right to, and you shall not, reproduce, publish or display in any forum, distribute by any means, or alter in any manner the Site or any Content. You have no right to, and you shall not, create any derivative works from any of Our Content or otherwise treat Our Content in any manner inconsistent with our ownership thereof except as expressly permitted in the Documentation.

You represent to us that (i) any and all information, photographs, designs, drawings, images, schematics, plans, diagrams, or other things you may from time to time provide us via or upload to your account on the Site or otherwise (“**Your Content**”) are either your sole and exclusive property or that you otherwise have obtained all necessary consents to provide Your Content to us for purposes related to our business; and (ii) Your Content will be free of any and all disabling devices, bugs, viruses, adware, bots, bugs, rootkits, spyware, Trojan horses, worms, or other malware or anything else that can be disruptive or harmful (collectively, and defined as broadly as possible, “**Malware**”) to our Site or any other website or any software or firmware, any computer, mobile phone, tablet, or other device or technology. If you breach the foregoing, you will defend, indemnify and hold harmless us and all of our affiliated persons in full for any and all losses, costs, expenses, damages, liabilities and other obligations of every kind that we or our affiliates may suffer or incur (including without limitation attorneys’ fees) as a result thereof; and you agree to advance to us all such indemnifiable attorneys’ fees and other expenses and costs as we may reasonably believe we need to incur in connection with defending, initiating or investigating any lawsuit, arbitration, mediation, investigation or other proceeding related thereto. Your Content will, as between you and us, remain your sole and exclusive property. However, you represent to us that you are authorized to give consent to us, and you hereby do so consent, to use Your Content in connection with our business, including (but not limited to) use on our Site, or in connection with any advertising, marketing, or promotions activities we may undertake, in each case without seeking your prior consent or being required to give you or any other person credit therefor. The Site and all of its content, other than Your Content, shall, as between you and us, be and remain our sole and exclusive property and you shall take no actions in respect thereof that is or would reasonably be understood to be inconsistent with our sole and exclusive ownership.

In these Terms of Use, on the Site, in any license agreement, and/or in other Documentation or our communications with you, we may refer to “your” user account, “your” data or otherwise use language that may grammatically appear to indicate possession, ownership, or control thereof by you. If we do so, that is for convenience of communication and indicates no more than that such information relates to you and your involvement with us, and does not indicate or effectuate any actual or constructive ownership, control, possessory or other similar right or interest in you.

Disclaimers

Your use of the Site and any request for or receipt of or participation in our services is your choice and shall be at your sole discretion and risk. You agree that we shall not be responsible for any harm to your computer, tablet, mobile device, or any other device with which you use the Site or request or receive any service or use any licensed property or other Site-accessible property of ours, or for any loss of data or other harm that does or may result from your use of the Site or participation in any of the services. Notwithstanding anything herein or elsewhere to the contrary, neither we nor any affiliated person of ours makes any representations or warranties: (a) regarding the security, accuracy, reliability, functionality, timeliness, performance or other aspects of the Site or any of the services; or (b) that the Site or any of the services will be error-free or that if there are any errors that they will be corrected either on a timely basis or at all. Neither we nor any affiliated person of ours will have any liability or other responsibility to you for any access or usage charges that are or may be charged by your Internet service provider, wireless carrier, or other similar service provider whose services are related to any device that you use to use the Site or participate in any of the services.

Soapbox, Inc. disclaims any and all liability and other responsibility for any technical or other failures or errors of, on or in any way connected with or related to the Site, any licensed property or other Site-accessible property of ours and/or any of our services, including but not limited to push messages sent erroneously due to technical failures or errors. Soapbox, Inc. anticipates that it will use reasonable efforts to correct any such failures or errors swiftly after discovering them or being informed about them. If you think you have received pushed messages in error or experienced other technical failures, please contact us immediately.

The Site and services, and all materials, information, products and services included therein, are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind. Soapbox, Inc. EXPRESSLY DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED AND/OR STATUTORY, RELATING TO THE SITE AND SERVICES, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING, AND/OR COURSE OF PERFORMANCE. No advice or information, whether oral or written, express or implied, obtained or inferred by you from Soapbox, Inc. or any affiliated person of ours, will create any warranty that is not expressly stated in these Terms of Use. Any warranty that may be included or construed to be included in these Terms of Use that is later modified or terminated by virtue of a change to the Term shall in all cases be retroactive unless expressly prohibited by law.

Indemnification

You shall indemnify and defend Soapbox, Inc. and its affiliated persons for, and hold them harmless from and against, any losses, costs, damages, expenses, liabilities, and other obligations and responsibilities of any kind and/or nature (including without limitation attorneys’ fees) that are or may be incurred by Soapbox, Inc. and/or any affiliated person of Soapbox, Inc. that arise out of or are in any way connected with any of the following acts or omissions by you, or by any person acting at your behest or request, or by any person over whom you have actual or constructive control, under any theory of law or equity or otherwise, or by any person using your account to access the Site or participate in any services even if not under your control or acting at

your behest or request: (a) use of the Site or participation in any services; (b) breach of contract; (c) tortious act; (d) non-compliance with any law or governmental order or regulation; (e) violation of any of these Terms of Use at any time in effect; (f) violation of any third-party right (including without limitation any intellectual property, publicity, confidentiality, property, privacy or other right of any kind or nature); (g) the initiation or continuation of any legal, equitable or other action or proceeding brought against us or any affiliated person of ours seeking or claiming damages or any other remedy in excess of or otherwise different from that which is expressly provided for and limited by these Terms of Use; and (h) any other act or omission. As between us and any party with respect to whom we are claiming a right to indemnification, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses and otherwise.

Limitation of Liability

If you ever incur or suffer, or claim to have incurred or suffered, any loss or injury of any kind whatsoever (whether to person, property, reputation, mental or emotional wellness or otherwise) in any way related to or arising from your use of the Site or your participation in any services, your remedy shall be limited to a damages payment not to exceed one hundred dollars (\$100) without exception or condition. Notwithstanding the foregoing, if you are part of a group action of any kind seeking a remedy of any kind or nature against Soapbox, Inc. or any affiliated person of ours, your remedy shall be limited to a damages payment of one dollar (\$1.00).

In no event will Soapbox, Inc. or any affiliated person of ours be liable to you for any equitable remedy or for any damages or for any other remedy of any kind or nature other than as expressly provided in the preceding paragraph of this section, on any legal, equitable or other theory of liability, responsibility or culpability. Without limiting the generality of the foregoing, we will not be liable to you for any hedonic, indirect, incidental, special, punitive, speculative, or consequential damages arising out of or in connection with your use of the site or participation in our services, whether or not the damages are foreseeable (to any person) and whether or not Soapbox, Inc. has been advised of the possibility of such damages. The foregoing limitation of liability will apply to the fullest extent permitted by law in the applicable jurisdiction, and in no event will Soapbox, Inc.'s cumulative liability (in one matter or in a series of related or unrelated matters) exceed the aggregate of the amount described in the preceding paragraph of this section.

Notwithstanding anything herein to the contrary, we shall not be liable or in any other way responsible for any loss, cost, expense, injury, liability, or other obligation or responsibility of any kind or nature that you or any other person affiliated with you in any way may incur or suffer as a result of your or their use of, reliance on, access to, participation in, or other arrangement or relationship of any kind that is related to any third-party content, information, material, resource, link, website, application, widget, software code, other technology, good, service, or any other thing; or for our assistance (whether actual, alleged or assumed) in conducting transactions by means of this site, including but not limited to any processing of donations via any third-party financial-transaction processors.

Under no condition whatsoever shall we or any affiliated person of ours be responsible for attorneys' or other fees, expenses, losses, costs, or obligations you (or any representative, agent, attorney, attorney-in-fact, or other person affiliated with you) may incur as the result of your bringing any action, enforcing any right, or seeking any claim or remedy as against us or any affiliated person of ours, whether or not brought in accordance with the terms, except and only to the limited express extent described in following section entitled, "*Exclusions.*"

Exclusions

Some jurisdictions may not allow the exclusion of certain warranties or the exclusion or limitation of liability for limited, consequential or incidental damages, so the above limitation may not apply to you. The limitations and disclaimers in this section do not purport to limit liability or alter your rights beyond what is permitted by applicable law. For the avoidance of doubt and notwithstanding anything to the contrary herein or elsewhere provided, you agree that our liability shall be limited to the greatest extent permitted by law giving effect to those provisions hereof that are enforceable.

Changes to Site

Soapbox, Inc. may from time to time and at any time in its sole discretion make changes to these Terms of Use and other elements of the Site, including (but not limited to) additions, deletions and other modifications to content, functionality, look and feel and in any other respect, in each case without having to first give you notice thereof. Soapbox, Inc. may at any time or from time to time suspend or discontinue the Site; change or transfer its domain name/s; direct users who access one site to another site owned or controlled by Soapbox, Inc.; and/or add, modify, suspend or discontinue any service or product offered on or through the Site; in each case without being required to first give you notice thereof. If at any time there is no charge to you to access, visit or otherwise use the Site, or if there is such a charge, Soapbox, Inc. may implement, increase or waive any such charge, in each case without having to first give you notice thereof, and in each case Soapbox, Inc. may determine to set different use rates for various purposes or user types to the extent not prohibited by applicable law. Differently situated users may be permitted different uses of the Site, and any such use shall be subject to all of Soapbox, Inc.'s reserved rights with respect to the Site. We shall not be liable to you or to any other person for any exercise of the foregoing rights of ours, or any other rights of ours in respect of our Site. Notwithstanding anything to the contrary herein or elsewhere set forth, Soapbox, Inc. shall have no, and hereby disclaims any, duty to update, change, alter, modify or otherwise amend the Site or any of Our Content.

User Submissions

Unless expressly requested or permitted by Soapbox, Inc., Soapbox, Inc. shall not accept or consider any user submissions either concerning the Site, or by means of the Site and concerning any Personnel, property, purposes, operations or activities of Soapbox, Inc., including (but not limited to) submissions concerning the use, functionality, and look and feel of the Site or the substance or form of any Content. If for any reason (with or without any such express request) you submit any feedback, submission, chat room discussion, virtual forum contribution, idea,

design, drawing, suggestion, business plan, proposal or any other submission in respect thereof (each, a “**Submission**”) you agree and hereby represent and warrant: (i) that you have the sole right and authority to make such Submission and to effect such transfer without needing any consent from or requiring notice to any third party; and (ii) that by doing so you shall thereby irrevocably transfer exclusively to us (without any further action being required by any party, without restriction or condition and without Soapbox, Inc. being required to give any notice or consideration, credit or publicity of any kind to you or any third party) all right, title and interest therein and thereto (including, but not limited to, Intellectual Property and all other rights and indicia of ownership in respect thereof, including (but not limited to) the right to copy, publish, distribute, edit, modify, or create derivative works from and otherwise use the same in any manner or by any medium). Soapbox, Inc. shall not have any duty to maintain all or any portion of any Submission in confidence or to respond to any Submission. Soapbox, Inc. has the right (but not the obligation) to monitor, edit, remove, and/or replace, in its sole discretion, all Submissions from any or all persons.

Without limiting the generality of anything else herein, you represent and warrant to Soapbox, Inc. that: your Submissions will not violate any right of any third party (including, but not limited to) Intellectual Property, privacy and all other rights); that they shall not in any way be libelous or otherwise unlawful; and that they shall not contain any Malware. You hereby assume all responsibility for any Submission you make and acknowledge that Soapbox, Inc. shall in no way be or be deemed to be responsible or to assume any liability therefor.

Your Personal Information

You hereby represent and warrant that all information pertaining to your identity and contact information and all other personal information that you may submit to or through the Site shall be true and complete in all material respects and shall not omit any information required to be included therein to make such information not misleading, nor shall it be in any other way misleading. All such Submissions are governed by our Privacy Policy which can be read by navigating to the appropriate link entitled, “*Privacy Policy*,” on the Site. It is a condition precedent to your use of the Site or request for or receipt or use of our services that you first read and agree to, and thereafter continue to comply with, not only these Terms of Use but also our Privacy Policy and any other terms, conditions, documentation, and other requirements that we may now or hereafter determine to be necessary or desirable for the conduct of our business, the operation of the Site, or the provision of any services.

Links to Third-Party Websites

From time to time we may include links on our Site to third-party websites that are not under our control. You acknowledge and agree that we do not, nor can we, nor are we obligated to, nor will we, take any responsibility for any aspect of any such website; and that the same are offered for general informational purposes and convenience of reference only and not as an endorsement of any third-party service or product nor as any endorsement of any cause that any such website may support.

Accuracy of Images and Descriptions

Occasionally information on our Site may contain typographical errors, omissions and inaccuracies of various kinds. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order). We may or may not, from time to time, sell products through the Site; if we ever do sell products through the Site, while we will endeavor to ensure that the visual presentation of those products is portrayed accurately, we cannot guarantee that your computer monitor's display will be accurate. You agree to not hold us responsible for any such inaccuracies, and that all terms applicable to sales on the Site will be interpreted accordingly.

Dispute Resolution; WAIVER OF JURY TRIAL

YOUR USE OF THE SITE CONSTITUTES YOUR WAIVER OF ANY RIGHT THAT MAY OTHERWISE EXIST OR ARISE TO SETTLE BY TRIAL (WHETHER JURY TRIAL OR BENCH TRIAL) ANY DISPUTE THAT YOU MAY HAVE AS AGAINST US (OR ANY OF OUR AFFILIATES) THAT IN ANY WAY (WHETHER IN WHOLE OR IN PART) ARISES FROM OR IS RELATED TO THESE TERMS OF USE, THE SITE OR THE SERVICES. ANY SUCH DISPUTE SHALL BE SETTLED ONLY AS FOLLOWS, WITHOUT EXCEPTION OR CONDITION.

Before you or we may initiate any dispute resolution proceeding of whatever kind or nature, if there ever exists a dispute between you and Soapbox, Inc. any affiliated person of ours arising out of or related to any transaction conducted on, or other access, visit or use of, the Site or any dispute otherwise related to these Terms of Use or the Privacy Policy or any license agreement or other documentation, the party who would otherwise desire to initiate any such proceeding (the “**Disputing Party**”) hereby covenants to not do so without first attempting, in good faith, to resolve any such dispute with the other party in accordance with the following procedure: the Disputing Party shall first provide written notice (the “**Dispute Notice**”) setting forth the nature of the dispute and the preferred means to contact the Disputing Party. Beginning not later than thirty (30) days after the actual receipt of such notice by the other party, the parties shall attempt in good faith to negotiate, for period of ninety (90) days, between themselves a mutually agreeable resolution of the dispute.

Any such Dispute Notice shall be sent by the Disputing Party by nationally recognized overnight courier as follows: if to Soapbox, Inc., to its principal address or email included in the Site; and if to you, to any address you may have provided in connection with any use of the Site or, if none, to any other address that Soapbox, Inc. may otherwise have on record for you, if none, to any address Soapbox, Inc. may be able without unreasonable effort to obtain for you, provided that Soapbox, Inc. need not extend such efforts for more than thirty (30) days. The confirmation of delivery by such courier shall confirm actual receipt of the notice or other communication being thereby delivered.

The foregoing procedure is a condition precedent to the initiation of any dispute proceeding (which proceeding must, in addition, be permitted hereunder); and is a condition precedent (which may be enforced by the other party without waiving its rights hereunder) to any unpermitted or untimely litigation, arbitration, mediation, other filing of a claim or grievance or

other proceeding in any legal, administrative, equitable or other forum against the other party which, while not permitted or while untimely under these Terms of Use, places the other party in a position which reasonably requires it, on advice of legal counsel, to respond; and any such response and/or incurrence of costs shall not be deemed a waiver of the responding party's right's hereunder, or a consent to the unpermitted or untimely proceeding).

Any such dispute not first settled between you and us as and within the time provided above, shall be settled solely and exclusively by final and binding arbitration, in the State of Delaware (or in another location in which we may at such time have our principal place of business, in our sole determination). Such arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its applicable rules of practice then in effect by a single arbitrator. Such arbitrator shall be an individual agreeable to you and us; and if such arbitrator is not agreed to by you and us within sixty days after formal initiation of the arbitration proceeding, such arbitrator shall be an individual having reasonable experience in matters of the type provided for in this Agreement and who is chosen by the AAA. Decisions by the arbitrator shall be final and binding, and not subject to appeal. Awards by the arbitrator shall be satisfied by the party responsible therefor within thirty days after the award is rendered; and if any award is not satisfied within such time, the prevailing party may enforce the award in the state or federal courts in the State of Delaware (or in another location in which we may at such time have a place of business, in the sole determination of the party seeking to have the award enforced). For the purposes of an action to enforce an arbitration award, you and we each consent to the sole and exclusive personal jurisdiction of such courts, waive any defense of inconvenient forum and any other defense to such jurisdiction or venue, and consent to service of process in any manner reasonable under the circumstances that is not prohibited by law. The non-prevailing party in any such arbitration shall be responsible for all fees and expenses (including, but not limited to, reasonable attorneys' fees) of the prevailing party incurred in connection with the arbitration, and/or with any action that may later be required by the prevailing party to enforce an arbitration award; and if each party prevails on at least one point of dispute, then the arbitrator shall allocate responsibility for sharing the aggregate costs of both parties as the arbitrator determines to be equitable, provided that the party with the greater prevailing position shall have the lesser share of the aggregate costs.

Any decision rendered by an arbitrator in accordance herewith may be enforced in any federal or state court located in such county, and the parties hereto consent to the personal jurisdiction of such courts for such purpose, waive any defense of inconvenient forum, and consent to service of process for such purposes by all means permitted by law. If any provision of these Terms of Use are deemed by a court of competent jurisdiction to be unenforceable or invalid in any respect, such provision shall be severed and the remaining portions of these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire understanding and agreement between you and Soapbox, Inc. relating to its subject matter. Subject to Soapbox, Inc.'s reserved rights to update, alter, change, modify, add to, delete from or otherwise amend these Terms of Use, no condition herein at any time then in effect may be waived, and no other provision at any time then in effect may be amended, except by a writing signed by Soapbox, Inc..

Equitable Relief

Notwithstanding anything herein or elsewhere to the contrary, we shall be entitled to seek equitable relief in any federal or State court in the United States or elsewhere having subject matter jurisdiction without either having to post a bond or first submitting the matter to arbitration or mediation with respect to actual, alleged or threatened breaches by you of any provision herein relating to, alleging, or seeking to enforce any provision concerning indemnification, ownership of our property, or your violation of and provision hereof or of any other Documentation pertaining to keeping our Site free of any Malware, or to interfering with our Site or information security, or to providing us any fraudulent or other materially false information; in any of which case, you (for yourself and your heirs, successors and assigns, and any of your other their affiliated individuals or entities) consent to the jurisdiction of such courts and agree that service of process or notice in any such action, suit or proceeding shall be effective if delivered in any manner not prohibited by law and hereby waive any claim or defense of inconvenient forum or any other defense to any such jurisdiction or venue. The rights set forth in this paragraph are in addition to any other right or remedy available to the party seeking equitable relief, at law, in equity or otherwise.

Miscellaneous

These Terms of Use shall be governed by the laws of the State of Delaware, without regard to its conflicts-of-laws principles. If any provision of these Terms of Use is deemed invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the validity or enforceability of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision, and Soapbox, Inc.'s failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision or of any other right or provision. Without admitting to any liability or responsibility: Soapbox, Inc. will not be liable for any failure to perform any obligations it may have to you (without admitting the existence of any such obligations) where such failure results from any cause beyond Soapbox, Inc.'s reasonable control, including without limitation, mechanical, electronic or communications failure, degradation or line-noise interference. If there is or appears to be any conflict between any provisions within these Terms of Use, or between or among the provisions of these Terms of Use and any conditions to use of the Site or receipt of our services, or between or among the provision of these Terms of Use or the Other terms (on the one hand) and any content within the Site (on the other hand), we will be the sole arbiter of how that conflict will be resolved, without condition.

Survival

All obligations of the User in effect prior to any termination hereof, or any suspension or removal of the Site from the Internet shall survive such termination, suspension or removal for all purposes.

* * *

