

Welcome to the Boundless Reality Inc. Site

Effective Date: 5/19/2017

These Terms of Use (“Terms”) are a legal contract between You and Boundless Reality Inc. (“Us” or “Our” or “We”; collectively with You, “Everyone”) and govern Your use of all the text, data, information, software, graphics, photographs and more (all of which We refer to as “Materials”) that We and Our affiliates may make available to You, as well as on Our Oculus VR, LLC (“Oculus”) application (the “App”), Our website <http://boundlessreality.com/> (collectively with the App, the “Site”), and the services available through Our Site (collectively, the Site and the services available through it are the “Services”).

READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. USING THE SERVICES INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THE SERVICES IF YOU DO NOT ACCEPT THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

CHANGES.

We may alter the Materials and Services We offer You and/or choose to modify, suspend or discontinue the Services at any time and without notifying You. We may also change, update, add or remove provisions (collectively, “modifications”) of these Terms from time to time. We will inform You of any modifications to these Terms by posting them on this Site.

If You object to any such modifications, Your sole recourse shall be to cease using the Services. Continued use of the Services following notice of any such modifications indicates You acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of this Site. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

GENERAL USE.

By using the Services, You represent, acknowledge and agree that You are at least 18 years of age, or if You are under 18 years of age but are at least 13 years old (a “Minor”), that You are using the Site with the consent of Your parent or legal guardian and that You have received Your parent’s or legal guardian’s permission to use the Site and agree to its Terms. If You are a parent or legal guardian of a Minor, You hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless Us if the Minor breaches any of these Terms. If You are not at least 13 years old, You may not use the Site at any time or in any manner or submit any information to the Us or the Site. We invite You to use the Services for individual, consumer purposes (“Permitted Purposes”).

In these Terms we are granting You a limited, personal, non-exclusive and non-transferable license to use and to display the Materials; Your right to use the Materials is conditioned on Your compliance with these Terms. You have no other rights in this Site or any Materials and You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Site or Materials in any manner. If You make copies of any of this Site while engaging in Permitted Purposes then We ask that You be sure to keep on the copies all of Our copyright and other proprietary notices as they appear on this Site.

If You breach any of these Terms the above license will terminate automatically and You must immediately destroy any downloaded or printed Materials (and any copies thereof).

APP.

We make available Apps to access the Site via a device. To use the App You must have a device that is compatible with the mobile service. We do not warrant that the App will be compatible with Your device. We hereby grant to You a non-exclusive, non-transferable, revocable license to use an object code copy of the App for one registered account on one device owned or leased solely by You, for Your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third-party or use the App to provide time sharing or similar services for any third-party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App. You acknowledge that We may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that You are using on Your device. You consent to such automatic upgrading on Your device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the App or any copy thereof, and We and Our third-party licensors or suppliers retain all right, title, and interest in and to the App (and any copy of the App). Standard carrier data charges may apply to Your use of the App.

USING THIS SITE AND THE SERVICES.

We appreciate You visiting this Site and allow You to visit the Site without registering with Us.

However, in order to access certain password-restricted areas of this Site (such as viewing this Site's User Submissions (defined below)) and to use certain Services and Materials offered on and through this Site, You must successfully register an account with Us.

PASSWORD RESTRICTED AREAS.

To log into the App, You must (i) have an account with Oculus (your "Oculus Account"), (ii) enter your Oculus user name and password and (iii) agree to this Agreement. Your access to the App will be through Your Oculus Account, except as otherwise set forth in this Agreement. You do not need an Oculus Account to access the Website. You may only access the App through the Oculus' platform, using Your Oculus Account.

As a member You are responsible for all activity on Your Oculus Account. Violations or warnings accrued by Your Oculus Account can lead to termination of access to the App. Because You are responsible for all use of Your Oculus Account, You must supervise the use of Your Oculus Account. It is important that You not reveal Your password to others. You agree not to reveal Your password to others and You agree to indemnify and hold Company harmless for any improper or illegal use of Your Oculus Account. This includes illegal or improper use by someone to whom You have given permission to use Your Oculus Account. Your Oculus Account may be terminated if You let someone use it inappropriately. If Your Oculus Account or access to the App is terminated for any reason, We are under no obligation to offer access to the App to You in the future.

We may also allow You to sign up for an account with Us. If We offer accounts, to sign up for an account, You must submit the following information:

- A working email address;
- Preferred password.

You may also provide additional, optional information so that We can provide You a more customized experience when using the Services. Once You submit the required registration information, We alone will determine whether or not to approve Your proposed account. If approved, You will be sent an e-mail detailing how to complete Your registration. For so long as You use the account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your account and making relevant changes directly. If You forget Your password, We will send a password update to Your provided email address.

You are responsible for complying with these Terms when You access the Services, whether directly or through any account that You may setup through or on the Services. Because it is Your account, it is Your job to obtain and maintain all equipment and services needed for access to and use of the Services as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access the Services. Should You believe Your password or security for the Services has been breached in any way, You must immediately notify Us.

PRIVACY POLICY.

We respect the information that You provide to Us, and want to be sure You fully understand exactly how We use that information. So, please review Our Privacy Policy ("Privacy Policy") <http://boundlessreality.com/privacy.html> which explains everything.

SUBMISSIONS.

Certain areas of this Site may permit You to submit feedback, information, data, text, software, messages, or other materials (each, a "User Submission"). You agree that You are solely responsible for all of Your User Submissions and that any such User Submission is considered both non-confidential and non-proprietary. Further, We do not guarantee that You will be able to edit or delete any User Submission You have submitted.

By submitting any User Submission, You are promising Us that:

- You own all rights in Your User Submissions (including, without limitation, all rights to the reproduction and display of Your User Submissions) or, alternatively, You have acquired all necessary rights in Your User Submissions to enable You to grant to Us the rights in Your User Submissions as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of Your User Submissions;
- Your User Submissions do 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 User Submission;
- Any information contained in Your User Submission is not known by You to be false, inaccurate, or misleading;
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Submission 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 User Submission;
- Your User Submission does not incorporate materials from a third-party Site, or addresses, email addresses, contact information, or phone numbers (other than Your own);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;

- Your User Submission does not contain any information that You consider confidential, proprietary, or personal; and
- Your User Submission 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.

By submitting a User Submission, You grant to Us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display Your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) Your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that We deem appropriate in Our sole discretion (including, without limitation, to incorporate Your User Submission or any modification thereto, in whole or in part, into any technology, product, or service);
- Display advertisements in connection with Your User Submissions and to use Your User Submissions for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of this Site through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through this Site and may remove at any time or refuse any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, You agree that We may freely disclose Your User Submission to any third party absent any obligation of confidence on the part of the recipient.

UNAUTHORIZED ACTIVITIES.

To be clear, We authorize Your use of the Services only for Permitted Purposes. Any other use of the Services beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of the Services. This is because as between You and Us, all rights in the Services remain Our property.

Unauthorized use of the Services may result in violation of various United States and international copyright laws. Unless You have written permission from Us stating otherwise, You are not authorized to use the Services in any of the following ways (these are examples only and the list below is not a complete list of everything that You are not permitted to do):

- For any public or commercial purpose which includes use of this Site on another site or through a networked computer environment;
- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Site;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- To interfere with or disrupt this Site or servers or networks connected to this Site;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Site;
or

- Attempt to gain unauthorized access to any portion of this Site or any other accounts, computer systems, or networks connected to this Site, whether through hacking, password mining, or any other means.

You agree to hire attorneys to defend Us if You violate these Terms and that violation results in a problem for Us. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are responsible for any violation of these Terms by You. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim.

PROPRIETARY RIGHTS.

"Boundless" is a trademark that belongs to Us. Other trademarks, names and logos on this Site are the property of their respective owners.

Unless otherwise specified in these Terms, all Materials, including the arrangement of them on this Site are Our sole property, Copyright © 2017 Boundless Reality Inc. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

INTELLECTUAL PROPERTY INFRINGEMENT.

We respect the intellectual property rights of others and encourage You to do the same. Accordingly, We have a policy of removing User Submissions that violate intellectual property rights of others, suspending access to this Site (or any portion thereof) to any user who uses this Site in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the this Site in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, We have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If You believe Your copyright or other intellectual property right is being infringed by a user of this Site, please provide written notice to Our Agent for notice of claims of infringement:

Attn: DMCA Agent
Boundless Reality Inc.
524 Broadway New York NY,
Email: info@boundlessreality.com

To be sure the matter is handled immediately, Your written notice must:

- Contain Your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow Us to locate that material;
- Contain adequate information by which We can contact You (including postal address, telephone number, and e-mail address);
- Contain a statement that You have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and

- Contain statement, under penalty of perjury, that You are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

Submitting a DMCA Counter-Notification

We will notify You that We have removed or disabled access to copyright-protected material that You provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, You may provide Our Agent with a written counter-notification that includes the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which We may be located, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

We reserve the right, in Our sole discretion, to terminate the account or access of any user of this Site or Service who is the subject of repeated DMCA or other infringement notifications.

DISCLAIMER OF WARRANTIES.

THE SERVICES ARE PROVIDED BY US, OUR SUPPLIERS AND OUR LICENSORS (INCLUDING OCULUS) "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH YOU.

WE, OUR SUPPLIERS AND OUR LICENSORS (INCLUDING OCULUS) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SERVICES AND THE SERVICES, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WE AND OUR LICENSORS (INCLUDING OCULUS) DO NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER OR DEVICE.

YOU AGREE THAT WHEN USING THE APP, YOU WILL COMPLY WITH ALL WARNINGS AND TERMS PROVIDED THROUGH OCULUS' PLATFORM, INCLUDING BUT NOT LIMITED TO WARNINGS REGARDING BEING AWARE OF YOUR SURROUNDINGS AT ALL TIMES WHEN USING THE OCULUS PLATFORM.

THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE SITE IS FREE OF PROBLEMS. Without limiting the generality of the foregoing, We make no warranty that the Services will meet Your requirements or that the Services will be uninterrupted, timely, secure, or error free or that defects in the Services will be corrected. We make no warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained through the Services. No advice or information, whether oral or written,

obtained by You through the Services or from Us or Our subsidiaries/other affiliated companies shall create any warranty. We disclaim all equitable indemnities.

LIMITATION OF LIABILITY.

WE AND OUR LICENSORS (INCLUDING OCULUS) SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SERVICES OR THE APP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR LICENSORS (INCLUDING OCULUS) BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE OR OUR LICENSORS' (INCLUDING OCULUS) KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE. OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT BE MORE THAN \$100.00.

LOCAL LAWS; EXPORT CONTROL.

We control and operate the Services from Our headquarters in the United States of America and the entirety of the Services may not be appropriate or available for use in other locations. If You use the Services outside the United States of America, You are solely responsible for following applicable local laws.

FEEDBACK.

Any submissions by You to Us (e.g., comments, questions, suggestions, materials – collectively, “Feedback”) through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and We are free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that We are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.

Please Read This Provision Carefully. It Affects Your Legal Rights.

This Provision facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy, whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below) that may arise between You and Us. Effectively, then, “dispute” is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to You (such as Our licensors, suppliers, dealers or third-party vendors) whenever You also assert claims against Us in the same proceeding.

This Provision provides that all disputes between You and Us shall be resolved by binding arbitration because acceptance of These Terms constitutes a waiver of Your right to litigation claims and all opportunity to be heard by a judge or jury. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney’s fees). You may, however, opt-out of this Provision which means You would have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). EVERYONE AGREES THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED

EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, You must first give Us an opportunity to resolve the Dispute which is first done by emailing to Us at info@boundlessreality.com the following information: (1) Your name, (2) Your address, (3) A written description of Your Claim, and (4) A description of the specific relief You seek. If We do not resolve the Dispute within 45 days after receiving Your notification, than You may pursue Your Dispute in arbitration. You may pursue Your dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, Your or We may choose to pursue a Dispute in court and not by arbitration if: (a) The dispute qualifies for initiation in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the “Opt-Out Deadline”). You may opt-out of this Provision by emailing Us at info@boundlessreality.com the following information: (1) Your name; (2) Your address; (3) A clear statement that You do not wish to resolve disputes with Us through arbitration. Either way, We will not take any decision You make personally. In fact, We promise that Your decision to opt-out of this Arbitration Provision will have no adverse effect on Your relationship with Us. But, We do have to enforce the Opt-Out Deadline so keep in mind that **any opt-out request received after the Opt-Out Deadline will not be valid and You must pursue Your dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either You or We may initiate arbitration proceedings. The American Arbitration Association (“AAA”), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because this Site and these Terms concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or We may initiate arbitration in either New York, New York or the federal judicial district that includes Your billing address. In the event that You select the latter, We may transfer the arbitration to

New York, New York so long as We agree to pay any additional fees or costs which the arbitrator determines You incur as a result of the transfer.

Payment of Arbitration Fees and Costs – So long as You place a request in writing prior to commencement of the arbitration, We will pay all arbitration fees and associated costs and expenses. But, You will still be responsible for all additional fees and costs that You incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses. In addition to any fees and costs recoverable under applicable law, if You provide notice and negotiate in good faith with Us as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that You are the prevailing party in the arbitration, You will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both You and We specifically agree to do so following initiation of the arbitration. **If You choose to pursue Your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to You.** Neither You, nor any other user of the Services can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by accepting this Provision in these Terms, You and We are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, You and We might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that You would have if You went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.

Continuation

This Provision shall survive the termination of Your account with Us or Our affiliates and Your discontinued use of the Services. Notwithstanding any provision in this Agreement to the contrary, We agree that if We make any change to this Provision (other than a change to the Notice Address), You may reject any such change and require Us to adhere to the language in this Provision if a dispute between Us arises.

GENERAL.

We think direct communication resolves most issues – if We feel that You are not complying with these Terms, We will tell You. We will even provide You with recommended necessary corrective action(s) because We value this relationship.

However, certain violations of these Terms, as determined by Us, may require immediate termination of Your access to this Site without prior notice to You. The Federal Arbitration Act, New York state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Site will be heard in the courts located in Westchester County, New York. If any of these Terms are deemed

inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforced any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between You and Us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between Everyone about this Site. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US.

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us by email at info@boundlessreality.com.