

Terms of Use

Updated and Effective as of April 28, 2023

Welcome to the Internet sites (“Sites”), applications and services provided by www.FileAComplaint.com (collectively, the “Services”). These Terms of Use govern your access and use of the Services provided by www.FileAComplaint.com and any of its subsidiaries, affiliates, brands and entities that it controls. Please read these Terms carefully before accessing or using the Services.

By joining, or each time you access and use the Services, you signify that you have read and understand, and agree to be bound by, these Terms. You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf). If you do not agree to these terms, you are not permitted to use the Services. These Terms have the same force and effect as an agreement in writing.

If you wish to contact us in writing, have a complaint or are required to give us notice in writing, you can send this to us here or by post to 888 8th Avenue, New York, NY 10019. If we have to contact you or give you notice in writing, we will do so by email or post to any (email) address you provide to us.

Important Notices:

The key terms you should consider are the limitations on liability contained in the sections titled Disclaimer of Warranties and Limitations of Liability, and a class action waiver and resolution of disputes by arbitration in the Arbitration Agreement section.

Your access to and use of the Services is also governed by our Privacy Notice and Cookie Policy.

We recommend that you print a copy of these Terms and the Privacy Notice for your future reference.

Arbitration Notice and Action Waiver: Except for certain types of disputes described in the Arbitration Agreement section below, you agree that disputes under these terms will be resolved by

Terms of Use

Updated and Effective as of April 28, 2023

binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

Your Responsibilities

You are responsible for obtaining and maintaining at your own cost all equipment and services needed for access to and use of the Services. When you register with us and each time you access the Services, you may be providing certain information about yourself. You agree that we may use any information that we obtain about you in accordance with the provisions of our Privacy Notice and that you have no ownership or proprietary interest in your account other than as set out in these Terms. If you elect to register with us, you agree to:

provide true, accurate, current, and complete information as prompted by the registration form; maintain and update such information to keep it true, accurate, current, and complete at all times. If any information you provide is or becomes untrue, inaccurate, or incomplete, we have the right to terminate your access to and use of your account and the Services.

In addition, you agree not to use the Services to:

violate any local, state, national, or international law or regulation; transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; stalk, harass, or harm another individual, including revealing the real name of any fellow user that has chosen to use an alias on the Services; impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;

Terms of Use

Updated and Effective as of April 28, 2023

use any “robot,” “spider,” “rover,” “scraper” or any other data-mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute any data from the Services, our network or databases;

use any features of the Services for anything other than their intended purpose; (i) interfere with or disrupt the Services or servers or our networks, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services; or assist, permit or encourage any person to perform any of the activities described above.

Membership and Participation on the Sites

You must be thirteen (13) years of age or older to participate in any activities or services offered on our Sites and/or be a member and receive membership benefits, and you must be eighteen (18) years of age or older to participate in our A-List Invitations and other certain specified engagements. You may not have to be a member to participate in certain contests, sweepstakes and/or special events; however, you must meet the designated minimum age requirements (for example, twenty-one (21) years of age or older) for the specific event.

We will establish specific rules and terms for participation in each contest, sweepstakes and/or special event and will post this information on our Sites. We will not knowingly collect personal information from visitors under sixteen (16) years of age for these activities. Upon discovery of the participation of a person under sixteen (16) years of age in such activities, his/her registration or participation will be canceled immediately and all personal information will be deleted from our files.

Registration with the Sites is required in order to access certain services, including, without limitation, saving of favorite restaurants and fashion looks, user ratings, listing reviews and blog and article comment posting. Your registration information will be handled by us in accordance with our Privacy Notice, which you should review prior to registering with us.

Terms of Use

Updated and Effective as of April 28, 2023

You may be required to select a password and member name for membership registration. You are responsible for maintaining the confidentiality of your password and any membership account information. You agree to immediately notify us of any unauthorized use of your password or other membership account information and further agree to indemnify and hold the Sites, their parents, affiliates, subsidiaries, operational providers and partners harmless for any improper or illegal use of your password.

We encourage you to keep us informed about any changes in your membership, personal contact and email information. You may change or update certain information in your membership file by using the controls on your profile page. You may disable your profile by [contacting us](#). If your email address is canceled, becomes inactive or inaccessible for an extended period of time, we may cancel your membership and delete all or part of your membership profile, to the extent allowed by law and in accordance with our security measures. We also reserve the right to cancel your membership or prohibit your participation in any or all of the Sites' activities if you violate any provision of this Agreement or our [Privacy Notice](#).

User Submissions and Interactive Areas

We may provide interactive activities for the Sites' communities such as chat rooms, article and blog comment posting areas, reader photo upload, reader ratings and reviews, saving favorite restaurants or fashion looks, bulletin boards (also known as message boards), SMS text messaging and mobile alerts (collectively, "Interactive Areas") for the enjoyment of our visitors. You must be thirteen (13) years of age or older to participate in the Sites' Interactive Areas. General members of the Sites' online communities may have the opportunity to register for participation in the Interactive Areas when they first apply for membership and may be required to select a member name and password for the Interactive Areas. Interactive Areas not conducted, operated and/or managed by the Sites may require a different registration process.

Terms of Use

Updated and Effective as of April 28, 2023

Any User Submissions or postings by visitors to certain parts of the Sites, including, without limitation, Interactive Areas, will be public and posted in public areas on our Sites. The Sites, their parents, partners, affiliates, subsidiaries, members, directors, officers, employees and any contract or operational providers that conduct, operate and/or manage the Sites' Interactive Areas will not be responsible for the action of any visitors or third parties with respect to any information, materials or content posted, uploaded or transmitted in these Interactive Areas.

We do not claim ownership of any information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials you submit for display or distribution to others through the Services, including any such materials that you submit through Interactive Areas (collectively, "User Submissions"). As between you and us, you own all rights to your User Submissions. However, you grant (and confirm and promise to us that you have the right to grant) to us and our affiliates, representatives, sublicensees and assigns an irrevocable, perpetual, non-exclusive, sub-licensable, royalty-free and fully-paid, license (sublicensable through multiple tiers) throughout the universe to use, distribute, syndicate, license, reproduce, modify, adapt, publish, translate, publicly perform, create derivative works and publicly display your User Submissions (in whole or in part) in any format or medium now known or later developed; provided, however, that our exercise of our rights under the foregoing license shall at all times be subject to the limitations upon disclosure of your User Submissions imposed on us under our Privacy Notice. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attributions with respect to your User Submissions. We reserve the right to display advertisements in connection with User Submissions and to use User Submissions for advertising and promotional purposes without any compensation to you. These advertisements may be targeted to the content or information stored on the Services. In consideration for us granting you access and use of the Services; you agree that we may place such advertisements throughout our Services. We do not pre-screen all User Submissions, and you agree that you are solely responsible for all of your User Submissions. By participating in any of the aforementioned activities, all visitors and members agree to follow the Sites' standards of conduct. Postings to public areas may or may not be reviewed by the Sites prior to appearing on the Sites.

Terms of Use

Updated and Effective as of April 28, 2023

Nonetheless, the Sites reserve the right to change, delete or remove, in part or in full, any postings in Interactive Areas and to terminate or suspend access to such areas for conduct that we believe, in our sole discretion, interferes with other peoples' enjoyment of our Sites. The Sites will also cooperate with local, state and/or federal authorities to comply with applicable law.

We are not required to backup, host, display, or distribute any User Submissions, and may remove at any time or refuse any User Submissions. We are not responsible for any loss, theft or damage of any kind to any User Submissions. You represent and warrant that your User Submissions and our authorized use of such submissions do not and will not infringe the rights of any third party (including, without limitation, intellectual property rights, rights of privacy or publicity, or any other legal or moral rights). Your User Submissions must not violate our policies. You may not represent or imply to others that your User Submissions are in any way provided, sponsored or endorsed by us. Please consider the risks of revealing personal information (such as name, phone number or street address) about yourself or others in Interactive Areas, including when connecting to the Sites through a third-party service. You, and not we, are responsible for any consequences of sharing personal information about yourself on public areas of the Service, such as your home address or the home address of others.

We own all rights, title, and interests in any compilation, collective work or other derivative work created by us using or incorporating your content (but not your original content). When you use a feature on the Services that allows users to share, transform, readapt, modify, or combine user content with other content, you grant us and our users an irrevocable, non-exclusive, royalty free, perpetual, right and license in the universe to use, reproduce, modify, display, remix, perform, distribute, redistribute, adapt, promote, create derivative works, and syndicate your content in any medium and through any form of technology or distribution and to permit any derivative works to be licensed under these same license terms. The rights granted under this section 2 will survive the termination of these Terms.

Terms of Use

Updated and Effective as of April 28, 2023

All content and materials provided on the Services are intended for general information, general discussion, education, and entertainment purposes only. Do not construe that such content is either endorsed or verified by us. The content is provided “as is,” and your use or reliance on such materials are solely at your own risk.

Our Sites contains facts, views, opinions and statements of third parties, visitors and other organizations. The Sites, their parents, affiliates and subsidiaries do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed or distributed through our Sites. You acknowledge that any reliance upon any such advice, opinions, statement or other information shall be at your sole risk and you agree that the Sites, their parents, affiliates and subsidiaries shall not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in any way whatsoever related to any advice, opinions, statements or other information displayed or distributed on our Sites.

We do our best to encourage comfort and discourage disruptive communication. We also discourage disruptive statements that incite others to violate our standards. We encourage your participation in upholding our standards. You are responsible for all content that you post, email, transmit, upload or otherwise make available through our Sites. You agree not to use the Interactive Areas or the Sites to make available any content that:

- is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
- infringes any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any person;
- contains unauthorized advertising or solicits other visitors; or
- is intended by the visitor to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or Materials on this website.

Terms of Use

Updated and Effective as of April 28, 2023

The Sites may allow you to post reviews of events, movies, restaurants and other businesses (“Reviews”). Such Reviews are governed by the terms of this Agreement, including, without limitation, your agreement regarding your use of Interactive Areas. Reviews do not reflect the views of the Sites, their parents, affiliates or subsidiaries, operational providers, or their respective employees, officers, directors or shareholders. The Sites do not assume responsibility or liability for any Reviews or for any claims, damages or losses resulting from the use of this service or the Materials contained therein. Reviews that are submitted to the Sites shall be owned exclusively and in perpetuity by the Sites. Such exclusive ownership means that the Sites, their parents, subsidiaries or affiliates have the unrestricted, perpetual and exclusive right to use, reproduce, modify, translate, transmit, distribute or otherwise exploit any and all materials and communications. There shall be no obligation to give credit or pay any consideration to you for any Reviews. The Sites reserve the right to delete or modify any review that we determine to violate the terms of this Agreement or general standards of good taste at any time and at our sole discretion. We strive to maintain a high level of integrity with our user-submitted Reviews, and any submission that is determined to be disingenuous in any way, and could diminish the overall quality of our Reviews, will be removed.

The Sites may allow a visitor to post photograph(s) on-line (“Photo”). The submission of a Photo is governed by the terms of this Agreement, including without limitation, your agreement regarding your use of Interactive Areas. In submitting a Photo and clicking the “I agree” box on the submission form, you represent and warrant that: (1) you are the person in the Photo or are the owner of the Photo and consent to the Uses of the Photo by the Sites; (2) you are thirteen (13) years of age or over; (3) you have submitted the Photo using your legal name and accurate personal information and consent to the Uses; (4) you are either the holder of the copyright in the Photo or are an authorized licensee of the copyright in the Photo and grant to the Sites, their licensees, successors and assigns, the right to publish and display the Photo in connection with the Uses; and (5) you have the legal right and power to agree to the use of Photo and grant the Sites the right to use the Photo. In addition, you expressly release the Sites and their licensees, successors and assigns from any privacy, defamation and any other claims you may have for the use of any Photo submitted to the Sites. If you see an objectionable Photo or have any questions about this Agreement, please [contact us](#).

Terms of Use

Updated and Effective as of April 28, 2023

The Sites strive to make their Interactive Areas enjoyable. Our chat venues welcome people of all races, religions, genders, national origins, sexual orientations and differing points of view. When in doubt about appropriate behavior in our Interactive Areas, please remember that, although the venue is electronic, those participating in it are real people. We ask that you treat others with respect. Any conduct by a participant in the Interactive Areas that violates this Agreement in any way may result in the suspension or termination of the visitor's registration and access to the Sites, at the Sites' sole discretion, in addition to any other remedies. The Sites may provide interactive activities on a number of topics, but our staff or volunteer hosts participating in these activities do not offer professional advice of any kind and are speaking from their own experience or opinion as is helpful for the facilitation of the dialogue. These hosts claim no professional expertise or authority. We may also post additional guidelines and/or a code of conduct for certain Interactive Areas or events. Any additional posted rules will be incorporated into this Agreement. To the extent there is a conflict between the rules of a specific event and this Agreement, the rules of the specific event will govern. If you see objectionable content or have any questions about this Agreement, please [contact us](#).

If you do not have a contract with the publisher of a property that is hosted on the Chorus Platform as a paid contributor, but you are given the right to publish material to one or more of the properties on the Chorus platform for which you do not have a contributor contract, you are a designated "Trusted Access User" or "Community Insider" with regard to such property(ies). As a Trusted Access User or Community Insider, you are voluntarily contributing and there are no on-going expectations or requirements for your contributions, except adherence to these Terms and any Community Guidelines. You acknowledge that you do not have any expectation of compensation for your contributions as a Trusted Access User. Although www.FileAComplaint.com shall own the copyrights to any content you publish as a Trusted Access User, you shall retain a perpetual, royalty-free license to any material you publish as a Trusted Access User and you may use and distribute such material freely.

Copyright Infringement and Trademark Rights

Terms of Use

Updated and Effective as of April 28, 2023

We respect the intellectual property rights of others. Accordingly, we have a policy of removing User Submissions that violate copyright law, suspending access to the Services (or any portion thereof) to any user who uses the Services in violation of copyright law, and/or terminating in appropriate circumstances the account of any user who uses the Services in violation of copyright law. Pursuant to Title 17 of the United States Code, Section 512, the Digital Millennium Copyright Act of 1998 (“DMCA”), 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 a user of the Services is infringing your copyright, please provide written notice to our agent listed below for notice of claims of copyright infringement.

888 8th Avenue. New York, NY 10019

Your written notice must:

- contain your physical or electronic signature;
- identify the copyrighted work 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 email address);
- contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner’s agent, or the law;
- contain a statement that the information in the written notice is accurate; and
- contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Please do not send notices or inquiries unrelated to alleged copyright infringement to our designated copyright agent.

Terms of Use

Updated and Effective as of April 28, 2023

If you believe that your trademark is being used somewhere on the Services in a way that constitutes trademark infringement, the owner or an agent of the owner may notify us at We ask that any complaints provide the accurate identity of the owner, how we may contact you, and the specific nature of the complaint.

If you believe in good faith that someone has wrongfully filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA; see www.loc.gov/copyright. Send counter-notices to the same addresses listed above and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

If the Sites receive more than one Notice of Copyright Infringement concerning a user, the user may be deemed a "repeat copyright infringer." The Sites reserve the right to terminate the accounts of "repeat copyright infringers."

Material on our Sites may include inaccuracies or typographical errors. We have the right to make changes and update any information contained on our Sites without prior notice.

Terms of Use

Updated and Effective as of April 28, 2023

Termination

We may terminate your membership or suspend your access to all or part of the Services, without notice, if you violate these Terms or you engage in any conduct that we, in our sole and absolute discretion, believe is in violation of any applicable law or regulation or is otherwise harmful to the interests of us, any other user of the Services, or any third party. You agree that www.FileAComplaint.com shall not be liable to you or any third party for removing your user submissions or suspending or terminating your access to the Services (or any portion thereof). You may discontinue your participation in and access to the Services at any time. We reserve the right to investigate your use of the Services in the event we, in our sole and absolute discretion, believe you have violated these Terms. Upon termination, we have no obligation to retain, store, or provide you with any data, information or other content that you uploaded, stored, or transferred on or through the Services, other than as provided by law and in accordance with our [Privacy Notice](#).

You can request to disable your account at any time, for any reason, by emailing us here with the subject "Close My Account". Please provide as much information as you can about your account, so we may identify the account and you correctly. If we do not receive sufficient information, we will be unable to disable or delete your account.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

Terms of Use

Updated and Effective as of April 28, 2023

Modifications to Terms

We may, in our sole and absolute discretion, change these Terms from time to time. We may notify you of any changes by any reasonable means, including by posting a revised version of these Terms through the Services or by emailing you at the address you provided upon registering for an account. If you object to any such changes, your sole recourse shall be to stop using the Services. Your continued use of the Services following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Modifications to the Services

We reserve the right to modify, suspend or discontinue all or any aspect of the Services with or without notice to you. Without limitation to the preceding sentence, we may periodically schedule system downtime for maintenance and other purposes. You also acknowledge that unplanned system outages may occur. The Internet site is provided over the Internet and so the quality and availability of the site may be affected by factors outside our reasonable control. Accordingly, we cannot accept any responsibility for any connectivity issues that you may experience when using the Sites or for any loss of material, data, transactions or other information caused by system outages, whether planned or unplanned. You agree that we shall not be liable to you or any third party should www.FileAComplaint.com exercise its right to modify, suspend or discontinue the Services.

Fees

We reserve the right at any time to charge fees for access to the Services or to any specific new feature or content that we may introduce from time to time. In no event will you be charged for access to any Services unless we obtain your prior agreement to pay such fees. If you do not consent to the payment of such fees, however, you may not have access to paid content or services. Details regarding the content or services you will receive in exchange for

Terms of Use

Updated and Effective as of April 28, 2023

fees, as well as the payment terms and conditions that apply, will be disclosed to you prior to your agreement to pay such fees. You agree to pay such fees if you sign up for any fee-based service. Any such terms and conditions shall be deemed to be a part of (and are hereby incorporated by reference into) these Terms.

Password, Security and Confidentiality

You are responsible for maintaining the confidentiality of your password to access the Services, and you are solely responsible for all activities that occur under your password. You agree to immediately change your password and notify us if you suspect or become aware of any unauthorized use of your password or any other breach of security related to the Services. We reserve the right to require you to alter your password if we believe that your password is no longer secure. You agree that we will not be liable for any loss or damage arising from your failure to adequately safeguard your password or someone else's use of your account.

Information obtained by you via your account and information disclosed directly to you by us ("Confidential Information") shall be kept strictly confidential by you and used only for the purpose of interacting with and transacting on the platform and shall not be disclosed by you in whole or in part, directly or indirectly to any third party, provided that: (a) you may disclose such information to any of your employees, solicitors and other professional advisors (if appropriate) for the purpose of working with you in connection with your decision to use the Services, on the basis that you understand that you will be responsible for their use and handling of such information; and (b) Confidential Information shall not include information that: (i) was in your lawful possession before it was disclosed, without confidentiality restrictions; (ii) you obtain from a third party on an unrestricted basis other than through breach of these Terms or breach of any other obligation of confidentiality on you or the third party; (iii) is developed by you independently of us and any information received by you from us; or (iv) you are required to disclose in accordance with applicable law, provided that you give us as much advance written notice of such requirement as is reasonably practicable in the circumstances.

Terms of Use

Updated and Effective as of April 28, 2023

Email

Email is an important communication method for our online visitors. The person in whose name the email account is registered should generate all email sent to us. Email users shall not mask their identity by using a false name or another person's name or account. We will use your email address and the content of any email for correspondence and visitor response purposes. Any non-personal information you provide to us by email, including, but not limited to, feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, shall be deemed to be non-confidential, and we assume no obligation to protect such non-personal information contained in the email from disclosure.

The submission of non-personal information to us shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas or the like by the Sites, their parents, affiliates, subsidiaries or operational providers for any purpose, and the Sites, their parents, affiliates, subsidiaries and operational providers shall be free to reproduce, use, disclose and distribute such information to others without liability or restriction. Any personal information transmitted with an email, such as the sender's name, email or home addresses, will be protected in accordance with the policies set forth in our Privacy Notice.

Mobile

The Sites may offer mobile SMS/text message and mobile alerts updates as a text messaging/mobile email service. Please read these terms and conditions prior to using the service. By using the service, you agree to be legally bound by this Agreement and our Privacy Notice. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THE SERVICE. Please note that to process your requests for this service, you may be charged a fee to send and receive messages based on the terms of your wireless service. Check your wireless service provider if you have questions about your service plan.

Terms of Use

Updated and Effective as of April 28, 2023

By signing up for the Services and providing us with your wireless number, you confirm that you want us to send you information regarding your account or transactions with us and that we think may be of interest to you, which may include using automated dialing technology to text you at the wireless number you provided, and you agree to receive communications from us, and you represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications from us.

Links

We may provide links to other Web sites or Internet resources for your convenience only, and such links do not signify or imply our endorsement of such other Web site or resource or its contents over which we have no control and which we do not monitor. You use those links at your own risk and should apply a reasonable level of caution and discretion in doing so. You agree that we shall have no responsibility or liability for any information, software, or materials found at any other web site or internet resource.

We may also integrate with third parties who will interact with you under their terms of service. One such third party is YouTube and by using the Sites or Services, you agree to be bound by the YouTube Terms of Service located [here](#).

Applications

We may offer software applications to help you gain access to our Services. In such circumstances, we grant you a personal, non-exclusive, non-transferable, limited license to install such software applications solely on the devices you will use to access the Services. You agree that we may provide you from time to time with automatic upgrades of these applications, which you will accept for installation. Please note that certain retail application stores that offer our applications may have separate sales terms that will be binding on you if you elect to download our applications from such merchants.

Terms of Use

Updated and Effective as of April 28, 2023

For users in the United States, our software is a “commercial item,” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the software with only those rights set forth herein. Your use of the software must comply with all applicable import and export control laws and regulations of the United States and other countries.

Restrictions and Commercial Use

Other than as set provided for in these Terms: you may not copy, make derivative works, resell, distribute, or make any commercial use of (other than to keep and share information for your own non-commercial purposes) any content, materials, or databases from our network or systems. You may not sell, sublicense or redistribute our software applications or incorporate them (or any portion of them) into another product. You may not reverse engineer, decompile or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law) or the communications protocol for accessing the Services or our networks. You may not modify, adapt or create derivative works from the software or remove proprietary notices in the software. You undertake not to use the Services for any purpose that is fraudulent or unlawful, not to interfere with the operation of the Services. Your use of the Services must comply with our policies.

Disclaimer of Warranties

You expressly agree that use of the services is at your sole risk. We provide the services on an “As is” and “As available” basis. We expressly disclaim all warranties of any kind, whether express or implied, with respect to the www.FileAComplaint.com network (including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement). www.FileAComplaint.com makes no warranty that the www.FileAComplaint.com network will meet your requirements, or that the services will be uninterrupted, timely, secure, free of viruses or other harmful components or error free, or that defects will be corrected. You acknowledge that access to data (including, but not limited to, documents, photographs, and

Terms of Use

Updated and Effective as of April 28, 2023

software files) stored by you or others on the services is not guaranteed and that we shall not be responsible to you for any loss of data caused by the services or their unavailability. 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, or that defects in the services will be corrected. You understand and agree that any material and/or information downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom. No advice or information, whether oral or written, obtained by you from www.FileAComplaint.com or through the services shall create any warranty not expressly made herein.

The services and information on the sites is provided “as is.” the sites do not warrant, either expressly or by implication, the accuracy of any materials or information provided on the sites or their suitability for any particular purpose, and expressly disclaim all warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose.

Although the information provided to visitors on the sites is obtained or compiled from sources, we believe to be reliable, the sites cannot and do not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to visitors or its suitability for any particular purpose. Neither the sites, nor any of their parents, partners, affiliates, subsidiaries, members, directors, officers, employees, agents, operational or promotional providers, program producers or sponsors are liable or shall have responsibility of any kind to any visitor for any loss or damage that you incur in the event of: (i) any failure or interruption of this site; (ii) any act or omission of any third party involved in making the sites or the data contained herein available to you; (iii) any other cause relating to your access or use, or inability to access or use, any portion of the sites or materials on the sites; (iv) your interaction or submissions on the sites, including, but not limited to, resumé or employment submissions or dialogue between hosts; or (v) from your failure to comply with this agreement, whether or not the circumstances giving rise to such cause may have been within the control of the sites or of any vendor providing software, services or support. In no event will the sites, their parents, partners, affiliates, subsidiaries, members, officers or employees be liable for any direct, special, indirect, consequential or incidental damages or any other loss or damages of any kind even if the sites, their affiliates or any other party has been advised of the possibility thereof. Please be advised that once you leave the sites, your use of the internet will be governed by the terms of use agreements and privacy policies, if any, of the particular site that you

Terms of Use

Updated and Effective as of April 28, 2023

are accessing, including those of our operational providers, advertisers, sponsors and promotional partners. The sites, their parents, partners, affiliates, subsidiaries, members, directors, officers, employees and agents will not be responsible or liable for the content, activities or privacy practices of the other sites, or any loss or damage that could result from leaving the site.

You represent and warrant to us that execution, delivery and performance of any aspect(s) of these terms will not violate any law, ordinance, charter, by-law or rule applicable to you, or any other agreement by which you are bound or by which any of your or their assets are affected.

Limitations of Liability

Nothing in these Terms shall limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited under English law. We are responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms or our failing to use reasonable care and skill. However, you understand that to the extent permitted under applicable law, in no event will we or our officers, employees, directors, shareholders, parents, subsidiaries, affiliates, agents, subcontractors or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any unforeseeable, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, business, business interruption, business opportunity goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the Services. We will not be liable for damages which you could have avoided by following our advice, including to apply an update, patch or error correction offered to you free of charge or to have in place the minimum system requirements advised by us. We will not be liable or responsible for any failure to perform, or any delay in the performance of, any of our obligations under these Terms that is caused by any event or circumstances beyond our reasonable control, including any failure of public or private telecommunications networks or any delays or latency due to your physical location or your wireless data service provider's network. Unless otherwise provided by applicable law, in no event shall our

Terms of Use

Updated and Effective as of April 28, 2023

liability to you exceed the amount of fees you paid us (if applicable) for a period of three months prior to the date you submit a claim.

Exclusions and Limitations

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

Indemnification

You agree to indemnify, defend, and hold harmless us, our parents, subsidiaries, affiliates, officers, directors, employees, consultants, subcontractors and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorney fees) that such parties may incur as a result of or arising from your (or anyone using your accounts) violation of these Terms. We reserve the right, at our own expense, 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. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Terms of Use

Updated and Effective as of April 28, 2023

Arbitration Agreement

Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with www.FileAComplaint.com and any of its subsidiaries, affiliates, brands and entities that it controls (collectively “we,” “us,” or “our”) and limits the manner in which you can seek relief from us. Both you and www.FileAComplaint.com acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, www.FileAComplaint.com, Inc.’s officers, directors, employees and independent contractors (“Personnel”) are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

Arbitration Rules; Applicability of Arbitration Agreement

The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Washington, DC, District of Columbia. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “Rules”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

Terms of Use

Updated and Effective as of April 28, 2023

Costs of Arbitration

The Rules will govern payment of all arbitration fees. www.FileAComplaint.com will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. www.FileAComplaint.com will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Small Claims Court; Infringement

Either you or www.FileAComplaint.com may assert claims, if they qualify, in small claims court in Washington, DC, District of Columbia or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Waiver of Jury Trial

YOU AND www.FileAComplaint.com WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and www.FileAComplaint.com are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and www.FileAComplaint.com over whether to vacate or enforce an arbitration award, YOU AND www.FileAComplaint.com WAIVE ALL RIGHTS TO A JURY TRIAL and elect instead to have the dispute be resolved by a judge.

Terms of Use

Updated and Effective as of April 28, 2023

Waiver of Class or Consolidated Actions

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor www.FileAComplaint.com entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

Opt-out

You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address:

888 8th Avenue. New York, NY 10019

postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement. Notices sent to any other address, or sent by electronic mail or communicated orally, will not be accepted or effective.

Exclusive Venue

If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or www.FileAComplaint.com to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and www.FileAComplaint.com agree that any judicial

Terms of Use

Updated and Effective as of April 28, 2023

proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Washington, DC, District of Columbia, or the federal district in which that county falls.

Severability

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with www.FileAComplaint.com

Trademarks & Patents

“www.FileAComplaint.com,” the www.FileAComplaint.com design, our site names and logos, as well as certain other names, logos, and materials displayed in the Services constitute trademarks, trade names, service marks or logos (“Marks”) of us or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

Copyrights; Restrictions on Use

The content on the Services (the “Content”), including without limitation, video, text, photos, and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by us or our licensors. Other than with respect to your own User Submissions: (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and that of our applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content. We give you a personal, revocable, non-assignable, non-sublicensable and non-exclusive right to access and

Terms of Use

Updated and Effective as of April 28, 2023

use the Services in the manner permitted by these Terms. You acknowledge that you have no right to have access to all or any part of the Services in source code form.

Electronic Notices

You agree to transact with us electronically. Your affirmative act of registering, using or logging into the Services constitutes your acceptance signature to these Terms. We may provide notices to you electronically (1) via email if you have provided us with a valid email address or (2) by posting the notice on a website designated by us for this purpose. The delivery of any Notice is effective when sent or posted by us, regardless of whether you read the Notice or actually receive delivery. You can withdraw your consent to receive Notices electronically by discontinuing your use of the Service.

Governing Law and Jurisdiction

For users outside of the European Union: these Terms and the relationship between you and us shall be governed by the laws of the District of Columbia as applied to agreements made, entered into, and performed entirely in the District of Columbia, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the Services shall be brought in the courts located in Washington, DC, District of Columbia, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

For users in the UK and within the European Union: these Terms are governed by English law and we both agree to submit to the nonexclusive jurisdiction of the English courts. If you are resident in another country in the EU, you may bring a claim to enforce your consumer protection rights in connection with these Terms in England or in the EU country in which you live.

Terms of Use

Updated and Effective as of April 28, 2023

Miscellaneous

Entire Agreement

These Terms, together with the terms of any end user license agreement to which you agree when downloading any software that we make available through the Services and any additional terms to which you agree when using particular elements of the Services (for example, terms specific to a site within the network of Sites or relating to the payment of fees for certain Services content or services), constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of the Services, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof.

Transfer of Rights

You may not transfer your rights or obligations under these Terms to anyone else without our prior written consent.

Conflicts

In the event of any conflict between these Terms and terms of a specific site within the network of Sites, these Terms shall govern.

Waiver and Severability

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of us and you as reflected in the provision, and that the other provisions of these Terms

Terms of Use

Updated and Effective as of April 28, 2023

remain in full force and effect. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For users outside of the European Union Only. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services, or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Headings

The section titles in these Terms are for convenience only and have no legal or contractual effect.

Survival

The terms of sections 2 and 12 through 20 of these Terms, as well as any other limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the Services.

Our Relationship

Both parties are independent contractors of each other. No other person shall have any rights to enforce any of the provisions contained in these Terms. Neither party shall be deemed an employee, agent, partner, joint venture or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of these Terms. In no event shall you be deemed under these Terms as being one of our employees or entitled to any of our employee benefits.