

Terms of Use

Updated: September 22, 2020

These Terms of Use, and any other policies referenced in these terms (“Terms”), govern your use and access of the services or merchandise provided to you by SRV Group LLC (“ALM” “ADHD Lifestyle Magazine”, “our,” “us,” or “we”), its affiliates or brands, which are available through its websites and mobile sites and applications, including at ADHDlifestylemagazine.com (“Sites”) and any related websites, services, communications and tools that link to these Terms, or offline such as via telephone, direct mail and traditional mail services collectively, (“Services”).

1. Acceptance of Terms of Use

Binding Terms. You agree to be bound by these Terms each time you use the Services. If you do not agree to these Terms, do not use our Services. Additionally, policies or terms and conditions of certain offers may be posted or otherwise disclosed to you from time to time. If there is a conflict among any terms, you agree that ALM will determine which terms apply to which Services.

Updates to Terms. ALM reserve the right to update or change these Terms at any time by posting the most current version with a new effective date. All changes to the Terms take effect on the new effective date. Your continued use of the Services after we post new Terms indicates your agreement to any changes. If you do not agree to modifications of the Terms, your exclusive remedy is to discontinue your use of the Services. Any new features, tools, products and/or services that change, augment, enhance or upgrade the Services will be subject to these Terms.

Electronic Communications. By using the Services, you consent to having these Terms provided to you in electronic form. You have the right to receive these Terms in non-electronic form. Please contact ALM directly for all non-electronic requests

Eligibility. You must be the older of 18 years old or the age of majority in the jurisdiction where you reside to use the Services. The Services are void where prohibited by applicable law.

2. Use of Services

Creating an Account/Registering for the Services or Making a Purchase. You may browse our Services without providing any information about yourself. Certain Services are available only to registered users. If you wish to become a registered user and/or create an account, you must complete the registration procedures. During the account registration process or if you place an order with us you will be prompted to provide personal information that allows us to know who you are, such as your full name and email address (collectively, “Account Information”). You authorize ALM to make any inquiries, either directly or through third parties, to validate your Account Information. Please see how we use, share and collect your information as outlined in our [Privacy Policy](#). ALM may or may not accept registrations for accounts or orders for any reason.

Registration. By registering, you must provide accurate and complete information about yourself. You are responsible for promptly updating your registration information to keep it accurate and complete. To update your account, please visit “My Profile” section of the Sites. ALM reserve the right to suspend or terminate your account and use of the Services, if your information is not complete or accurate.

Security of Username and Password. You are responsible for maintaining the confidentiality of your password and other account information. You agree to notify ALM immediately of any unauthorized use or theft of your account. We will not be liable for any loss you incur as a result of someone else using your password or account, with or without your knowledge. You are liable for losses incurred by ALM or another party due to someone else using your account or password. You may not use anyone else’s account at any time.

3. Orders and Return Policy

Orders. We reserve the right at any time to accept or decline any order or partial order, or not to ship to particular addresses, even after you have received an order confirmation. We reserve the right at any time to limit the quantities of products and/or services ordered. All orders are for personal use only and orders for resale are prohibited without prior written approval. All features, specifications, products and prices on the Services are subject to change at any time without notice. ALM will add shipping and handling fees and applicable sales/use tax in accordance with our then-current policies. We make no representation as to whether information on the Services is current or the completeness or accuracy of any information on the Services. We reserve the right to correct or make changes in such information without notice and cancel orders placed listed incorrectly or at the wrong price. If we have cancelled your order after charging your account we will issue a credit for the amount charged. The risk of loss and title for all products purchased by you and shipped by us pass to you upon our delivery to the carrier for shipment. The risk of loss and title for all products purchased by you and shipped directly by one of our vendors pass from such vendor to you upon such vendor’s delivery to the carrier for shipment.

4. Billing Information

Subscription Services. Please refer to the applicable offer for a description of our current subscription plans and pricing. Any terms and conditions of any offer disclosed to you when ordering are deemed part of these Terms. If you purchase one of our subscriptions or Services, ALM will bill you periodically according to the offer you selected and will bill you the applicable fee (“Fee(s)”) using the billing and purchasing information you provide (e.g., credit/debit card number, billing address, and expiration date) (“Billing Information”). By providing your Billing Information, you authorize ALM to charge your chosen payment provider (your “Payment Method”) pursuant to the offer you accepted, including any recurring Fees for any automatically renewing Services until you affirmatively cancel the Services or change your Payment Method.

Billing Information. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, debit/credit card issuer or other provider of your chosen Payment Method (the “Payment Method Provider”). If ALM does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your account upon demand. In the event we are advised of insufficient funds in your account or credit to cover your payment by your Payment Method, we may re-present such un-cleared or rejected payment to your Payment Method Provider. You agree to pay your account balance on time. You are responsible and liable

for any costs and expenses, including attorney and collection fees that ALM may incur to collect balances due. This paragraph does not limit any other remedies available to ALM. ALM reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment and to update your information from available third party sources. In the event ALM cannot charge the Payment Method you provide, we reserve the right to terminate your order, subscription or membership Services and invoice you for any unpaid amounts. All prices are in US Dollars. Depending upon your credit card's currency and the issuing country, your credit card provider may impose foreign exchange and other fees in accordance with your arrangements with that credit card provider. We reserve the right to cancel your order or request payment on demand if we do not receive payment from your Payment Provider.

Cancelation Rights. YOU CAN CANCEL A PRINT SUBSCRIPTION AT ANY TIME TO AVOID FUTURE CHARGES OR TO RECEIVE A PRO RATA REFUND FOR UNSERVED PRINT ISSUES. FOR ANY ANNUAL TERM WHICH IS OTHERWISE NONREFUNDABLE YOU CAN RECEIVE A FULL REFUND IF YOU CANCEL WITHIN THE FIRST 3 DAYS AFTER YOU ACCEPT THE OFFER.

Accurate Information. Failure to provide accurate billing information or falsifying billing information may result in termination of your order or termination of your right to use the Services. ALM reserves the right to update your information from available third party sources.

Billing Inquiries. For assistance with billing-related issues, please email us at team@ADHDLifestyleMagazine.com or call us at (215) 600-7787 or for magazine billing.

5. Property Rights

SRV Group LLC The Services, and all material published on or accessible through Services (excluding User Content), including, but not limited to trademarks, logos, service marks, trade names, and trade dress appearing on the Services such as "ALM," "ADHD Lifestyle Magazine". SRV Group LLC marks are proprietary to SRV Group LLC and may not be used in any manner including as part of a link without express written permission from us. SRV Group Marks, text, tests, photographs, video, graphics, music, images, animations, audio, software, plug-ins, "applets" incorporated into the software, data, sounds, messages, comments, and other materials on the Services ("SRV Group Content") are owned by SRV Group, LLC or its licensors, and is protected by laws governing copyrights patents, trademarks, trade secrets and/or other proprietary rights. SRV Group LLC owns a copyright in the selection, coordination, arrangement and enhancement of such SRV Group Content and its Services.

Third Party Content. The Services contain content provided by third parties ("Third Party Content"). Third Party Content has not been evaluated or endorsed by ALM. ALM does not assume any responsibility or liability for Third Party Content, or actions, products, or services of such third parties. Before you follow the instructions, advice, or information embodied in such Third Party Content or purchase goods or services from a third party, you should make an independent evaluation of the Third Party Content.

Rights Granted to SRV Group Content. Subject to these Terms, SRV Group LLC hereby grants you a limited, non-sublicensable and revocable license to display the SRV Group Content and the Third-Party Content located on or available through our Services (excluding any software code therein) solely for your single, personal, non-transferable and non-commercial use in connection with viewing and using the applicable Services. Further, subject to these Terms, you are granted the nonexclusive, revocable and limited license to share on social media channels for non-commercial purposes the SRV Group Content we make publicly

available, without any modification whatsoever. All such use is subject to the terms and conditions set forth in these Terms and any unauthorized use may result on termination of the Services.

No Other License Granted. Except for allowing you to use the Services as set forth in these Terms, when you use the Services you are not receiving any other rights from us, including intellectual property or other proprietary rights of SRV Group, LLC, or its third party licensors, or to SRV Group Content. We reserve all rights not expressly granted in these Terms.

6. Use of Our Services

Personal Use. The Services are intended for individual, personal, and noncommercial use in accordance with these Terms. You may not copy, store, modify, translate, publish, broadcast, transmit, distribute, perform, display, or make available any SRV Group Content or Third Party Content for commercial or trade purposes.

Prohibited Uses. In addition, you agree that you may not use the Services in order to (i) sell, buy, license or transfer access to your account (ii) copy, reproduce, publish, transmit, distribute, perform, sell, and create derivative works of, or in any way exploit, the Services or any of the SRV Group Content, except as permitted in these Terms (iii) use any automated software or devices, such as spiders, robots or data mining techniques such as scraping, spidering, crawling or any other techniques to download, store, distribute or otherwise reproduce the SRV Group Content or to manipulate the Services or security features; (iii) use or copy the SRV Group Content, any data or other content you view on and/or obtain from the Services to provide any product or service that is competitive to SRV Group, LLC; (iv) interfere with, interrupt, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment; (v) use the Services in any manner that could damage, disable, overburden, or impair any ALM server, or networks connected to any ALM server, or interfere with any other party's use and enjoyment of the Services; (vii) gain unauthorized access to any Services, other accounts, computer systems or networks connected to any ALM server or to any of the Services, through hacking, cracking, and distribution of counterfeit software, password mining or any other means; (viii) reverse engineer, decompile or disassemble any software accessed through the Services, including any proprietary communications protocol used by us; (ix) exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage; (x) frame or utilize framing techniques to enclose any SRV Group Content (including images, text, page layout, or form) nor use any meta tags or any other "hidden text" utilizing SRV Group Content, including SRV Group Marks without our prior express written consent; or (xi) take any SRV Group Content or any User Content from the Sites or Services and use submit, post, upload, distribute, or otherwise make available or transmit anywhere else, other than for commentary or as otherwise expressly permitted on the Services.

User Content. The Services may enable you to communicate with others or provide your own content, such as posts, videos, photos, etc. You agree that all content you submit, post, upload, embed, display or communicate ("User Content") will comply with these Terms. You acknowledge and agree that your User Content is public and that you have no expectation of privacy concerning your User Content. Therefore, exercise caution as any User Content that you communicate may be seen and used by others and could result in unsolicited communications or other unwanted activity. All comments, feedback or materials submitted by you to us, including feedback, testimonials, images, reviews, questions, comments, suggestions or ideas are considered your User Content, and is treated by us on a non-confidential and

unrestricted basis. YOU ARE SOLELY RESPONSIBLE FOR, AND WE WILL HAVE NO LIABILITY IN CONNECTION WITH YOUR USER CONTENT OR ANY OTHER USER CONTENT YOU ACCESS THROUGH THE SERVICES.

License to User Content. You retain ownership to your User Content to the extent that you have such rights under applicable law. You automatically grant to ALM, its licensees, affiliates and their respective successors in business and assigns, and other users of the Services, a worldwide, sublicenseable, assignable, perpetual, irrevocable, non-exclusive, royalty-free, unlimited right and license to use, reproduce, publish, distribute, publicly display and perform, reformat, adapt, modify and delete your User Content for any purpose whatsoever, including advertising and trade purposes to the extent permitted by law without your prior approval or the payment of any compensation and without notice. This includes the right to filter, share, modify or adapt your User Content in order to transmit, display or distribute it over any media and to allow other users/third parties to access and distribute User Content, as provided in these Terms. You waive all moral rights with respect to your User Content.

Your Representation of Rights. You represent and warrant that (i) you own all your User Content, or otherwise have the rights necessary from any third party to grant us the rights set forth in these Terms; (ii) the User Content is accurate; (iii) your User Content does not contain any confidential information; and (iv) the distribution, submission, transmission, posting and use of your User Content is not in violation of any applicable laws or contractual restrictions or other third party rights (including, without limitation, privacy, publicity, and intellectual property rights).

Community Rules. By using the Services, you agree that you will not submit, post, upload, distribute, or otherwise make available or transmit any User Content that:

- provides medical advice of any nature;
- invites participation in research studies or editorial surveys;
- includes links for the purpose of advertising, marketing, or commercial offers;
- violates generally accepted polite discourse (e.g., no SHOUTING)
- infringes on intellectual property rights of others or on the privacy or publicity rights of others;
- solicits business, contains any marketing or commercial offer, or constitutes advertising of any kind;
- is bigoted, hateful, or racially or otherwise offensive;
- is vulgar, obscene, pornographic or otherwise sexually explicit;
- is unlawful, or violates local, state, national, or international laws, or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them;
- is defamatory, violent, threatening, malicious, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person;
- impersonates another person;
- distributes viruses or harmful computer code;
- spams or posts the same message more than once;

- harvests or otherwise collects information about others, including email addresses, without their consent;
- allows another person or entity to use your identification for posting or viewing comments;
- does not comply with these Terms.

Rejection and/or Removal of User Content. ALM reserves the right to pre-screen User Content but does not have any obligation to do so. ALM may, in its sole discretion, edit, refuse, and/or remove any User Content, or portion thereof, for any reason, including but not limited to its determination that any such User Content is not appropriate, or for no reason. If you become aware of misuse of the Services by any person, please contact us.

Third-Party Links. The Services may contain links to other sites which are not under the control of ALM and are not endorsed by us. ALM makes no warranties or representations, and disclaims all liability, relating to the content contained in or any other aspect of any linked sites.

7. Account Termination

Violating the Terms. Your participation in the Services is subject to and conditioned upon your continued adherence to these Terms. Failure to abide by our terms may result in immediate termination of your account and of access to our Services, with or without prior notification.

Terminating or Cancelling Access to our Services. ALM reserves the right to terminate any of the Services, without further notice and in our sole discretion. You agree that we will not be liable to you or any third party as a result of such actions.

Investigations. ALM has no obligation, but reserves the right to investigate suspected violations of these Terms, including, without limitation, any violation arising from any User Content you make or send through the Services. ALM may seek to gather information from the user who is suspected of violating these Terms, and from any other user. ALM may suspend any user whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If ALM believes, in its sole discretion, that a violation of these Terms has occurred, it may cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. BY ACCEPTING THESE TERMS YOU WAIVE AND HOLD HARMLESS ALM FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ALM AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY ANOTHER USER OR LAW ENFORCEMENT AUTHORITIES.

8. Legal Notices

ALM Does Not Offer Medical Advice. ALM provides information for informational and educational purposes only. The content on the Services and the any information about specific treatments, medication, tests, physicians, products, procedures, opinions, or any other information that may be included on the Services and any products and services available on the Services are not intended to be a substitute for, nor does it replace, professional, medical or other advice, diagnosis, or treatment. Always consult with your physician or other qualified health-care professional or educational consultant for questions about the health and education or you, your child, family members or others.

Do not disregard, avoid or delay obtaining medical or health related advice from your health-care professional because of something you have read on the Services.

If you are in the United States and think you are having a medical or health emergency, call your health care professional, or 911, immediately.

Explicit Content. Certain health or medical information on the Services may be explicit. Please do not use the Services if you would find these materials offensive.

Updates to Information Available on the Services. Developments in medical research may affect the information that appears on the Services. No assurance can be given that the information contained on the Services will always include the most recent findings or developments in the fields under discussion.

No Endorsement. ALM does not recommend or endorse any products or services or information that is referred to on or accessible through its Services. Always seek the advice of a physician or other qualified health or professional provider with any questions you may have regarding a medical or other important personal condition you have.

Waiver of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALM, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, ARISING OUT OF OR RELATING TO ANY CLAIMS IN CONNECTION WITH YOUR USE OF THE SERVICES INCLUDING ANY DOWNLOADS, OR ANY LOSS OF DATA, OR OTHER DAMAGE TO ANY DEVICE YOU USE TO ACCESS OUR SERVICES, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF THE SERVICES, OR BODILY INJURY OR EMOTIONAL DISTRESS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALM IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, DRUG AND DEVICE APPLICATIONS OR OTHER INFORMATION, SERVICES, OR PRODUCTS THAT YOU OBTAIN ON OR THROUGH THE SITE OR SERVICES.

Disclaimer of Warranties. ALL SERVICES, SRV GROUP CONTENT, INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDING THIRD PARTY CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ALM MAKES NO WARRANTY AS TO QUALITY, ACCURACY, COMPLETENESS OR VALIDITY OF THE SERVICES OR ALM OR THIRD PARTY CONTENT OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR OTHERWISE MEET YOUR REQUIREMENTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE DISCLAIMED. NO WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, CAN MODIFY THE TERMS OF THE DISCLAIMERS SET FORTH IN THIS DOCUMENT. ALM DOES NOT ENDORSE NOR DO WE ASSUME RESPONSIBILITY FOR, THE QUALITY, QUANTITY, SIZE, CHARACTER, FITNESS FOR A PARTICULAR PURPOSE, SPECIFICATIONS, FEATURES, FUNCTIONALITY, SAFETY, OR LEGALITY OF MERCHANDISE ON OUR SERVICES, THE TRUTH OR ACCURACY OF THE DESCRIPTIONS, OR THE ABILITY OF THE SELLERS TO SELL, SHIP, OR OTHERWISE PROVIDE SUCH MERCHANDISE. WE MAY CHANGE OR DELETE MERCHANDISE AVAILABLE, CONTENT OR FEATURES OF OUR SERVICES. YOUR SOLE RECOURSE IS DESCRIBED IN OUR RETURN POLICY.

Liability Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALM BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL

DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA, OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ALM HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE.

Force Majeure. ALM IS NOT RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR REASONABLE CONTROL.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IF ANY PART OF THESE WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN ALM'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES SHALL NOT EXCEED WHAT YOU PAID FOR OUR SERVICES.

ALM'S LICENSORS AND AGENTS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS AND LIMITATION OF LIABILITY.

Indemnity/Release. You understand that you are personally responsible for your behavior while using the Services and agree to indemnify and hold harmless ALM and its officers, directors, employees, agents and licensors (collectively, "Indemnitees") from and against claims of any kind that Indemnitees may incur in connection with a third party claim or otherwise, arising out of or related to your unauthorized use of the Services, your User Content, your violation of these Terms, applicable law, or the rights of any third party. To the extent permitted under applicable laws, you hereby release Indemnitees from any and all claims or liability related to your unauthorized use of the Services.

SPECIAL STATE DISCLOSURES

NEW JERSEY RESIDENTS: The following are modifications to the provisions in Section 9 Legal Notices and apply only to consumers who are residents of New Jersey. Except as modified below, the provisions in Section 9 above remain unchanged and applicable to N.J. residents:

ALM's disclaimers and waiver of liability for damages incurred by you for any interruption, malfunction, impossibility of access, or poor conditions of the Services or for any other reason will not apply to damages directly caused by ALM's gross negligence or willful misconduct. In addition, ALM's disclaimer of warranty as to the quality, accuracy, completeness or validity of the Services and all SRV Group Content (excluding third party content or information) is not applicable. However, ALM does not guarantee that the use of the Services will meet your requirements.

ALM's limitation of liability does not apply to you for damages arising out personal injury, property damage, negligence or willful misconduct or any other cause of action arising from the acts of ALM but does apply to the acts or omissions of third parties. ALM's aggregate liability for all claims under any circumstances will not exceed the lesser of \$1,000.00 or your actual, out of pocket costs and damages. For the avoidance of doubt, in no event will ALM be liable for special, incidental, consequential, incidental or similar damages as stated in these Terms.

CALIFORNIA RESIDENTS: If you are a California resident and in connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

9. Resolutions of Disputes

Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of New York without application of conflict of laws rules, except that the arbitration provision shall be governed by the Federal Arbitration Act (“FAA”).

Resolution of Any Dispute. In the event a dispute arises between you and ALM, we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly by contacting our customer care department by e-mailing us at team@adhdLifestyleMagazine.com.

Binding Arbitration. YOU AND ALM AGREE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THAT THE EXCLUSIVE MEANS OF RESOLVING ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES IS BINDING ARBITRATION. INSTEAD OF SUING IN COURT, YOU AND ALM EACH AGREE TO ARBITRATE DISPUTES ON A BILATERAL (INDIVIDUAL) BASIS PURSUANT TO THE JAMS ARBITRATION RULES AND PROCEDURES WITHOUT CLASS RELIEF, EXCEPT FOR DISPUTES PERTAINING TO ALM’S INTELLECTUAL PROPERTY RIGHTS; STATUTORY CLAIMS THAT PURSUANT TO LAW ARE NOT ARBITRABLE; INDEMNIFICATION; CONTRIBUTION; INTERPLEADER; OR INJUNCTIVE RELIEF ARISING OUT OF A CLAIM. These terms to arbitrate are intended to be broadly interpreted. It includes claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory (“Claims”). The arbitrator’s decision and award is final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.

Jury Trial Waiver. WE EACH AGREE TO WAIVE THE RIGHT TO GO TO COURT OR HAVE A TRIAL BY JURY.

Class Action Waiver. All arbitrations under these Terms shall be conducted by a single arbitrator who shall have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibits you from commencing any legal proceedings as a representative of others or joining in any arbitration proceedings brought by any other person, acting as a private attorney general, or joining or consolidating Claims with claims or proceedings brought by any other person (“Class Action Waiver”).

Arbitration Procedures. A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought. All notices to ALM shall be sent to the following address: SRV Group, LLC, 182 Gap View Drive, Long Pond PA 18334. All notices to you will be sent to the street address or email provided in your account. Upon receipt of such notice, the other party shall have a sixty (60) day period in which it may satisfy the Claim against it by fully curing the Claim and/or providing all the relief requested in the notice, and/or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such sixty-day cure period, you or ALM may commence an arbitration proceeding. Unless otherwise agreed to by you and ALM in writing, the arbitration of any Claim under these Terms shall be referred to JAMS under its rules and procedures, be decided before a single arbitrator with substantial experience in

the internet industry, and will follow substantive law in adjudicating the dispute, except that this section will be construed as a written agreement to arbitrate pursuant to the FAA. You and ALM agree that this section satisfies the writing requirement of the FAA. The JAMS rules are available on its site at www.jamsadr.com. The arbitration of any Claim shall be conducted in the State of New York, and for any non-frivolous Claim that does not exceed \$10,000 ALM will: (1) pay all costs of the arbitration; (2) if you prefer will conduct the arbitration by telephone, and (3) will not seek attorneys' fees in the event ALM prevails. Each party shall pay the fees and costs of its own counsel, experts and witnesses. To the extent this dispute resolution section conflicts with JAMS minimum standards for procedural fairness, the JAMS rules and/or minimum standards for arbitration procedures in that regard will control. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or for the arbitrator's award; and any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, or enforceability of these Terms including any claim that all or any part of these Terms is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

Exception. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration, with the exception of any Claim or action for indemnification, contribution, interpleader, or injunctive relief arising out of a Claim, which Claims or actions shall not be subject to arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

Choice of Law. Any proceeding to enforce this arbitration agreement may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against ALM (except for small claims actions) may be commenced only in the federal or state courts of New York. You hereby consent to the jurisdiction of those courts for such purposes.

10. Resolution of Disputes for Non-US Residents

If any controversy, allegation, or Claim (including any non-contractual Claim) arises out of or relates to the Services or Terms and you are a non-U.S. resident, then you and we agree to send a written notice to the other providing a reasonable description of the dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us but if no such information exists or if such information is not current, then we have no obligation under this section. Your notice to us must be sent to SRV Group LLC, 182 Gap View Drive, Long Pond PA 18334, United States. For a period of sixty (60) days from the date of receipt of notice from the other party, ALM and you will engage in a dialogue in order to attempt to resolve the dispute, though nothing will require either you or ALM to resolve the dispute on terms either you or ALM, in each of our sole discretion, are unsatisfactory. Nothing in this section will prevent a party from pursuing their Claims in court or another complaint process.

12. General

Modification/Interruption to Services. ALM has the right to modify its Services and SRV Group Content at any time in its sole discretion. Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or our policies or practices in providing the Services is to stop using our Services and deactivate your account. ALM may at any time for any no reason interrupt availability of some or all aspects of the Services, or modify, replace, refuse access to, or discontinue any Services, in our sole discretion. Any changes to the Services, prices or fees are effective when posted on the Services or when communicated to you directly. ALM is not liable for any interruption of Services, or delay or failure to perform.

Survival. If these Terms expire or are terminated for any reason the provisions which by their nature should continue after termination, such as Proprietary Rights, Legal Notices, Resolution of Disputes and General.

Severability. If any provision of these Terms is declared or found by a court of competent jurisdiction or arbitrator to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions will remain fully enforceable, except that if the Class Action Waiver for any Claim cannot be enforced, then the provision to arbitrate will not apply.

No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there aren't any third party beneficiaries to these Terms.

U.S. Export Controls. Software from our Services shall be not be exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

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