# Blind'a Terms and Conditions of Use

This is a contract between you and the Fourth Street Connections, Inc. (as defined further below) and sets forth yours and our rights before you use the Blind'a application ("App"). Please take a few moments to read these Terms before enjoying the App. Once you access, view or use the App, you will be legally bound by these Terms.

#### 1. BLIND'A RULES

Before you can use our App, you will need to choose to be a seeker, a blind'a, or both. Once you have chosen to be one of these, you will have an Account on Blind'a. In order to be a seeker for another user that will be your blind'a, you must:

- 1. be at least 18 years old; and
- 2. be legally permitted to use the App by the laws of your home country. You can create an Account via manual registration, , in the near future you will be able to register for an account using a third party like Facebook. If you create an Account using your Facebook login details, you authorize us to access, display and use certain information from your Facebook account (e.g. profile pictures, relationship status, location and information about Facebook friends). For more information about what information we use and how we use it, please check out our Privacy Policy
- 3. Create a seeker profile using your name, birthday, location, relationship status, and a photo. (Details like age, location, and relationship status can be hidden from view of other users)

In order to be a blind'a for another user that will be your seeker, you must:

- 1. be at least 18 years old; and
- 2. be legally permitted to use the App by the laws of your home country. You can create an Account via manual registration, and in the future you will be able to register for an account using a third party like Facebook. If you create an Account using your Facebook login details, you authorize us to access, display and use certain information from your Facebook account (e.g. profile pictures, relationship status, location and information about Facebook friends). For more information about what information we use and how we use it, please check out our Privacy Policy
- 3. Provide at the least your name and an accurate photo of your current representation so that your seekers will recognize you.

We cannot allow you to use another person's Account without permission. You can delete your Account at any time by going to the 'Settings' page when you are logged in and clicking on the 'Delete Account' link. Your Account will be deleted immediately but it may take a little while for Your Content (defined below) to be completely removed from the App. We reserve the right at our sole discretion to terminate or suspend any Account, or make use of any operational, technological, legal or other means available to enforce the Terms (including without limitation blocking specific IP addresses), at any time without liability and without the need to give you prior notice.

You may not access, tamper with, or use non-public areas of the App or our systems. Certain portions of the App may not be accessible if you have not registered for an Account.

#### 2. TYPES OF CONTENT

There are three types of content that you will be able to access on the App:

- 1. content that you upload and provide ("Your Content");
  - a. Your Content includes content that you upload pertaining to yourself as well as content pertaining to your blindas, as discussed further below.
- 2. content that members provide ("Member Content"); and
- 3. content that Fourth Street Connections, Inc. provides ("Our Content").

There is certain content we can't allow on Blind'a

While we want our users to be able to express themselves, we have to impose restrictions on certain content which:

- contains language or imagery which could be deemed offensive or is likely to harass, upset, embarrass, alarm or annoy any other person;
- is obscene, pornographic, violent or otherwise may offend human dignity;
- is abusive, insulting or threatening, discriminatory or which promotes or encourages racism, sexism, hatred or bigotry;
- encourages any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offence;
- is defamatory or libelous;
- relates to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium line telephone numbers);
- involves the transmission of "junk" mail or "spam";
- contains any spyware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Blind'a or otherwise;
- itself, or the posting of which, infringes any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- shows another person which was created or distributed without that person's consent. Blind'a operates a zero-tolerance policy for this kind of content.

# **Your Content**

As Your Content is unique, you are responsible and liable for Your Content and will indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content. Your Content is divided into three parts: your seeker profile information, which can be seen as a

seeker bubble when other users click your bubble; your Blind'a Basics Profile information, which your seekers can use as a template when creating a blind'a profile for you; and the profiles you create for your blindas, which can be seen by any user.

You may not display any personal contact or banking information on individual profile pages you make for your blindas, whether in relation to you or any other person (for example, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you do choose to reveal any personal information about yourself or your seekers and blindas to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances.

As Blind'a is a global community of matchmakers and their single friends and family (seekers and blindas), as such, you agree that Your Content will be visible to other users of the App all around the world instantly, so please review Your Content before you post. As such, you agree that Your Content may be viewed by other users and any person visiting, participating in or who is sent a link to the App (e.g. individuals who receive a link to a user's profile or shared content from other Blind'a Users). By uploading Your Content on Blind'a, you represent and warrant to us that you have all necessary rights and licenses to do so, and automatically grant us a non-exclusive, royalty free, perpetual, worldwide license to use Your Content in any way (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creating derivative works from, incorporating into other works, advertising, distributing and otherwise making available to the general public such Content, whether in whole or in part and in any format or medium currently known or developed in the future).

We may assign and/or sub-license the above license to our affiliates and successors without any further approval by you.

We have the right to remove, edit, limit or block access to any of Your Content at any time, and we have no obligation to display or review Your Content.

#### **Member Content**

Other members of Blind'a will also share content via the App. Member Content belongs to the user who posted the content and is stored on our servers/third-party servers and displayed via the App at the direction of the user providing the Member Content.

You do not have any rights in relation to other users' Member Content, and you may only use other Blind'a users' personal information to the extent that your use of it matches Blind'a's purpose of creating accurate profiles of people with the goal of allowing people to meet one another. You may not use other users' information for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your Account if you misuse other users' information.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. If you have a complaint about Member Content, please see the Digital Millennium Copyright Act section below for more information.

#### **Our Content**

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, and other intellectual property appearing on Blind'a are owned, controlled or licensed by us and are protected by copyright, trademark and other intellectual property law rights. All right, title and interest in and to Our Content remains with us at all times.

We grant you a non-exclusive, limited, personal, non-transferable, revocable, license to access and use Our Content, without the right to sublicense, under the following conditions:

- 1. you shall not use, sell, modify, or distribute Our Content except as permitted by the functionality of the App;
- 2. you shall not use our name in metatags, keywords and/or hidden text;
- 3. you shall not create derivative works from Our Content or commercially exploit Our Content, in whole or in part, in any way; and
- 4. you shall use Our Content for lawful purposes only.

We reserve all other rights.

## 3. RESTRICTIONS ON THE APP

You agree to:

- comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, equal opportunity laws and regulatory requirements;
- use the services in a professional manner.

You agree that you will not:

- act in an unlawful or unprofessional manner including being dishonest, abusive or discriminatory;
- misrepresent your or your blindas'/seekers' identities, your or your blindas'/seekers' current or previous positions, qualifications or affiliations with a person or entity;
- disclose information that you do not have the consent to disclose;
- create or operate a pyramid scheme, fraud or other similar practice.

You can report any abuse or complain about Member Content by contacting us, outlining the abuse and/or complaint. You can also report a user directly from a profile or in chat by clicking the 'Report' link.

We've worked hard on our creation, so scraping or replicating any part of the App without our prior consent is expressly prohibited. This includes by any means (automated or otherwise)

other than through our currently available, published interfaces - unless you have been specifically allowed to do so in a separate agreement with us.

#### 4. PRIVACY

For information about how Fourth Street Connections, Inc. collects, uses, and shares your personal data, please check out our Privacy Policy – By using Blind'a, you agree that we can use such data in accordance with our Privacy Policy.

# 5. THIRD PARTY STORES; PREMIUM SERVICES; IN-APP PURCHASES

The App may be dependent on and/or interoperate with third-party owned and/or operated platforms and services, e.g., Apple (iTunes, etc.), Google, Facebook, Twitter, etc. (each, a "Third Party Platform") and may require that you be a registered member of such Third Party Platforms and provide certain account credentials and other information in order to access the App. By using the App, you agree to comply with any applicable terms, conditions or requirements promulgated by any provider of a Third Party Platform (e.g., Facebook's Terms of Use, iTunes Store Terms of Use, etc.).

We may make certain products and/or services available to users of the App in consideration of a subscription fee or other fees ("Premium Services"), including the ability to purchase products, services and enhancements, such as the ability to see who's liked your blindas or connect directly to another seeker ("In-App Products"). If you choose to use Premium Services or purchase In-App Products, you acknowledge and agree that additional terms may apply to your use of, access to and purchase of such Premium Services and In-App Products, and such additional terms are incorporated herein by reference. You may purchase Premium Services and In-App Products through the following payment methods (each, a "Premium Payment Method"): (a) making a purchase through the Apple App Store ®, Google Play or other mobile or web application platforms or storefronts authorized by us (each, a "Third Party Store"), (b) paying with your credit card, debit card, or PayPal account (when applicable), which will be processed by a third party processor, or (c) adding charges to your mobile carrier bill and remitting payment directly to your carrier. Once you have requested a Premium Service or In-App Product, you authorize us to charge your chosen Premium Payment Method (based on what is available in the app) and your payment is non-refundable. If payment is not received by us from your chosen Premium Payment Method, you agree to promptly pay all amounts due upon demand by us. If you want to cancel or change your Premium Payment Method at any time, you can do so either via the payment settings option under your profile or by contacting your mobile service provider. If your chosen Premium Payment Method is via your mobile service provider, then please check with them about their payment terms, as their payment terms will govern how payments to Fourth Street Connections, Inc. are made as well as how such payments may be changed or canceled. Your subscription to Fourth Street Connections, Inc.'s Premium Services will automatically renew until you decide to cancel in accordance with such terms. In the event of a conflict between a Third Party Store's terms and conditions and these Terms, the terms and conditions of the Third Party Store or service provider shall govern

and control. We are not responsible and have no liability whatsoever for goods or services you obtain through the Third Party Store, our third party service providers or other websites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

If you choose to purchase an In-App Product, you will be prompted to enter details for your account with the Third Party Store you are using (e.g., Android, Apple, etc.) ("your Mobile Platform Account"), and your Mobile Platform Account will be charged for the Premium Service and/or In-App Product in accordance with the terms disclosed to you at the time of purchase, as well as the general terms applicable to all other in-app purchases made through your Mobile Platform Account (e.g., Android, Apple, etc.). Premium Services and In-App Products may include one-time purchases as well as monthly subscriptions (e.g., a one-month subscription, three-month subscription, six-month subscription, etc.) to additional account features. At the end of the free trial period (if any), you will be charged the price of the subscription and will continue to be charged until you cancel your subscription.

Please note that for Premium Services and In-App Products bought on a subscription basis, your subscription will automatically renew for the same subscription period as you initially purchased (e.g., if you bought an In-App Product on a six-month subscription, your subscription will be automatically renewed for an additional six-months). To avoid any charges for additional periods, you must cancel before the end of the free trial period, subscription period or renewal, as applicable, in accordance with the terms and conditions of your Mobile Platform Account and the terms and conditions of any applicable Third Party Store. The pricing may vary due to a number of factors, such as (but not limited to) promotional offers, loyalty bonuses and other discounts that might apply to your age group.

Please note that for Premium Services and In-App Products you will be billed continuously for the subscription or service until you cancel in accordance with your Mobile Platform Account's or your Premium Payment Method's terms. In all cases, we are not responsible and have no liability whatsoever for any payment processing errors (including card processing, identity verification, analysis and regulatory compliance) or fees or other service-related issues, including those issues that may arise from inaccurate account information, or products or goods you obtain through your Mobile Platform Account or Third Party Stores. Further, the Fourth Street Connections, Inc. does not guarantee that product descriptions or other content and products will be available, accurate, complete, reliable, current or error-free. Descriptions and images of, and references to, products or services (including Premium Services or In-App Products) do not imply our or any of our affiliates' endorsement of such products or services. Moreover, the Fourth Street Connections, Inc. and its third party operational service providers reserve the right, with or without prior notice, for any or no reason, to change product descriptions, images, and references; to limit the available quantity of any product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from conducting any or all transaction(s); and/or to refuse to provide any user with any product. Further, if we terminate your use of or registration to the App because you have breached these Terms, you shall not be entitled to a refund of any unused

portion of any fees, payments or other consideration. We encourage you to review the terms and conditions of the applicable third party payment processors, Third Party Store or Mobile Platform Account before you make any In-App Products or Premium Service purchases.

## 6. PUSH NOTIFICATIONS; LOCATION-BASED FEATURES

We may provide you with emails, text messages, push notifications, alerts and other messages related to the App and/or the Blind'a services, such as enhancements, offers, products, events, and other promotions. After downloading the App, you will be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from the App, you may opt out by changing your notification settings on your mobile device. With respect to other types of messaging or communications, such as emails, text messages, etc., you can unsubscribe or opt out by either following the specific instructions included in such communications, or by emailing us with your request at

# support@blindaapp.com

The App may allow access to or make available opportunities for you to view certain content and receive other products, services and/or other materials based on your location. To make these opportunities available to you, the App will determine your location using one or more reference points, such as GPS, Bluetooth and/or software within your mobile device. If you have set your mobile device to disable GPS, Bluetooth or other location determining software or do not authorize the App to access your location data, you will not be able to access such location-specific content, products, services and materials. For more about how the App uses and retains your information, please read the Privacy Policy.

By downloading the app and registering for Blind'a, you agree to receive SMS marketing material from Fourth Street Connections, Inc, and you automatically opt-in to this service. You do however have the ability to opt-out of SMS messages directly via SMS or by emailing us at support@blindaapp.com. The auto opt-in only applies to Americans and those using American mobile numbers within the U.S.. If you feel that the auto opt-in does not apply to you based on vour country of origin and the mobile number you are using, please contact us immediately to ensure prompt removal of this service. Blind'a will take all necessary steps to comply with international law regarding opt-in to SMS Marketing. Blind'a will initially only be available for download and use in the United States.

#### 7. DISCLAIMER

Please be advised that the information below is very important! The app, site, our content, and member content are all provided to you "as is" and "as available" without warranty of any kind, either express or implied, including but not limited to, fitness for a particular purpose, title, or non-infringement.

Should applicable law not permit the foregoing exclusion of express or implied warranties, then we grant the minimum express or implied warranty required by applicable law. No advice or information, whether oral or written, shall create any warranty, representation or guarantee not expressly stated in this section.

Additionally, we do not make any warranties that the app or site will be uninterrupted, secure or error free or that your use of the app or site will meet your expectations, or that the app, site, our content, any member content, or any portion thereof, is correct, accurate, or reliable. Your use of the app or site is at your own risk. You are solely responsible for your interactions with other members. Fourth Street Connections, Inc. is not responsible for the conduct of any user. Blind'a does not conduct criminal background checks on its members. Neither us nor any owner will be liable for any damages, direct, indirect, incidental, consequential, special, or punitive, including, without limitation, loss of data, income, profit or goodwill, loss of or damage to property and claims of third parties arising out of your access to or use of the app, site, our content, or any member content, however caused, whether based on breach of contract, tort (including negligence), proprietary rights infringement, product liability or otherwise.

The foregoing shall apply even if we were advised of the possibility of such damages. If you become dissatisfied in any way with the app or site, your sole and exclusive remedy is to stop your use of the app and site. You hereby waive any and all claims arising out of your use of the app or site. Because some states do not allow the disclaimer of implied warranties or the exclusion or limitation of certain types of damages, these provisions may not apply to you. If any portion of this limitation on liability is found to be invalid or unenforceable for any reason, then our aggregate liability shall not exceed one hundred dollars (\$100). The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The app and site would not be provided without such limitations and you agree that the limitations and exclusions of liability, disclaimers and exclusive remedies specified herein will survive even if found to have failed in their essential purpose.

## 8. INDEMNITY

All the actions you make and information you post on Blind'a remain your responsibility. Therefore, you agree to indemnify, defend, release, and hold us, and our partners, licensors, affiliates, contractors, officers, directors, employees, representatives and agents, harmless, from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with:

- 1. any negligent acts, omissions or willful misconduct by you;
- 2. your access to and use of the App;
- 3. the uploading or submission of Content to the App by you;
- 4. any breach of these Terms by you; and/or
- 5. your violation of any law or of any rights of any third party.

We retain the exclusive right to settle, compromise and pay any and all claims or causes of action which are brought against us without your prior consent. If we ask, you will cooperate fully and reasonably as required by us in the defense of any relevant claim.

#### 9. DIGITAL MILLENNIUM COPYRIGHT ACT

Fourth Street Connections, Inc. has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

- 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- 3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- 4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Any DMCA Takedown Notices should be sent to: **support@blindaapp.com**

#### 10. THIRD PARTY APP STORE

The following additional terms and conditions apply to you if you download the App from a Third Party Store. To the extent that the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section will apply, but solely with respect to the App and the Third Party Store.

You acknowledge and agree that:

1. These Terms are concluded solely between you and the Fourth Street Connections, Inc. and not with the providers of the Third Party Store, and Fourth Street Connections, Inc. (and not the Third Party Store providers) is solely responsible for the App and the content thereof. To the extent that these Terms provide for usage rules for the App which are less restrictive or in conflict with the applicable terms of service of the Third Party Store from which you obtain the App, the more restrictive or conflicting term of the Third Party Store will take precedence and will apply.

- 2. The Third Party Store provider has no obligation whatsoever to provide any maintenance and support services with respect to the App. Fourth Street Connections, Inc. is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The Third Party Store provider will have no warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Fourth Street Connections, Inc.
- 3. Fourth Street Connections, Inc., not the Third Party Store provider, is responsible for addressing any claims you or any third party may have relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and/or (iv) intellectual property infringement claims.
- 4. The Third Party Store provider and its subsidiaries are third party beneficiaries of this Agreement, and, upon your acceptance of these Terms, the Third Party Store provider from whom you obtained the App will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

#### 11. MISCELLANEOUS

# A few final points:

These Terms, which we may amend from time to time, constitute the entire agreement between you and Fourth Street Connections, Inc.. The Terms supersede all previous agreements, representations and arrangements between us (written or oral). Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

Fourth Street Connections, Inc. has taken reasonable steps to ensure the currency, availability, correctness and completeness of the information contained on Blind'a and provides that information on an "as is", "as available" basis. Fourth Street Connections, Inc. does not give or make any warranty or representation of any kind about the information contained on Blind'a, whether express or implied. Use of Blind'a and the materials available on it is at your sole risk. Fourth Street Connections, Inc. cannot be held responsible for any loss arising from the transmission, use of data, or inaccurate User Content.

You are responsible for taking all necessary precautions to ensure that any material you may obtain from Blind'a is free of viruses or other harmful components. You accept that Blind'a will not be provided uninterrupted or error free, that defects may not be corrected or that Fourth Street Connections, Inc., or the server that makes it available, are free of viruses or bugs, spyware, Trojan horse or any similar malicious software. Fourth Street Connections, Inc. is not responsible for any damage to your computer hardware, computer software, or other equipment

or technology including, but without limitation damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

We'll keep you updated should our terms change ...

As Blind'a grows, we reserve the right to modify, amend or change the Terms at any time (a "Change"). If we do this then the Changes will be posted on this page and we will indicate the Effective Date of the updates at the bottom of the Terms. In certain circumstances, we may send an email to you notifying you of a Change. You should regularly check this page for notice of any Changes – we want our users to be as informed as possible.

Your continued use of Blind'a following any Change constitutes your acceptance of the Change and you will be legally bound by the new updated Terms. If you do not accept any Changes to the Terms, you should stop using Blind'a immediately.

A few more points that you should know...

If, for any reason, any of the Terms are declared illegal, invalid or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and the remainder of the Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

No failure or delay in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.

You represent and warrant that:

- 1. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
- 2. you are not listed on any U.S. Government list of prohibited or restricted parties. By using the App, you agree and acknowledge that Blind'a is a US-based app operating through servers located in a number of countries around the world, including the United States. If you live in a country with data protection laws, the storage of your personal data may not provide you with the same protections as you enjoy in your country of residence. By submitting your personal information, or by choosing to upgrade the services you use, or by making use of the applications available on Blind'a, you agree to the transfer of your personal information to, and storage and processing of your personal information in, any such countries and destinations.

The App may contain links to third-party websites or resources. In such cases, you acknowledge and agree that we are not responsible or liable for:

- 1. the availability or accuracy of such websites or resources; or
- 2. the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. Framing, in-line linking or other methods of association with the App are expressly prohibited without first obtaining our prior written approval.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

## 12. ABOUT US

Your access to the App, Our Content, and any Member Content, as well as these Terms are governed and interpreted by the laws of the State of California, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of California. By using the App, you are consenting to the exclusive jurisdiction of the courts of the United States and the State of California. You agree that such courts shall have in personam jurisdiction and venue and waive any objection based on inconvenient forum. You agree that you will not file or participate in a class action against us. In the event there is a discrepancy between this English language version and any translated copies of the Terms, the English version shall prevail.

The Terms constitute a binding legal agreement between you as user ("you") and Fourth Street Connections, Inc. ("we" or "us"). Fourth Street Connections, Inc. is a Delaware Corporation with offices located at 17263 Avenida de la Herradura, Pacific Palisades, CA 90272.