

SD GLOBAL ENTERPRISES, LLC

Terms of Service Agreement

*****PLEASE READ CAREFULLY*****

Last Modified: December 30, 2019

This END USER LICENSE & TERMS OF SERVICE AGREEMENT (the “*Agreement*”) is a binding agreement between you (“*End User*”, “*you*” or “*your*”) and SD GLOBAL ENTERPRISES LLC (“*SD Global*”, “*Company*”, “*we*”, “*us*” or “*our*”). This Agreement governs your use of SD Global Enterprises, LLC’s event website (www.atljyt.com) and services provided by SD Global Enterprises, LLC in connection therewith (collectively, the “*Website*”). The Website is licensed, not sold, to you, and your use of the Website is expressly pursuant to and subject to this Agreement. Throughout this Agreement, End User and SD Global Enterprises, LLC may each be referred to as a “party” or collectively, the “parties”.

BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE WEBSITE YOU:
(A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
(B) REPRESENT THAT YOU ARE OF SOUND MIND AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT (18 YEARS OF AGE OR OLDER); AND (C) ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE WEBSITE. IF YOU HAVE ALREADY DOWNLOADED THE WEBSITE, DELETE IT FROM YOUR COMPUTING DEVICE.

CHANGES TO THIS AGREEMENT

We reserve the exclusive right to make changes to this Agreement from time to time. Your continued access to and use of the Website constitutes your agreement to be bound by, and your acceptance of, the terms and conditions posted at such time. You acknowledge and agree that you accept this Agreement (and any amendments thereto) each time you sign into your account, access, or use the Website. Therefore, we encourage you to review this Agreement regularly.

If, within thirty (30) days of us posting changes or amendments to this Agreement, you decide that you do not agree to the updated terms, you may withdraw your acceptance to the amended terms by providing us with written notice of your withdrawal. Upon providing us with

the written notice of the withdrawal of your acceptance, you are no longer authorized to access or use the Website and you must delete it from your Computing Device.

1. License Grant. Subject to the terms of this Agreement, SD Global Enterprises, LLC grants you a limited, non-exclusive, revocable, and non-transferable license to:

(a) download, install, and use the Website on a mobile device that is owned or otherwise controlled by you (“*Computing Device*”) strictly for your own, personal, non-commercial use; and

(b) access, view, and use on such Computing Device the SD Global Enterprises, LLC Content (as defined in Section 5) made available in or otherwise accessible through the Website, strictly in accordance with this Agreement, and any other terms and conditions applicable to such Content as set forth in Section 5.

2. License Restrictions. You shall not:

(a) copy the Website, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Website or any of its parts;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Website or any of its parts;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Website, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Website or any features or functionality of the Website, to any third party for any reason, including by making the Website available on a network where it is capable of being accessed by more than one user device without creating unique user accounts for each user in accordance with this Agreement; or

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Website.

3. Use of the Website; Payment; Account Security.

(a) SD GLOBAL ENTERPRISES, LLC IS A SOFTWARE COMPANY. ACCORDINGLY, SD GLOBAL ENTERPRISES, LLC DOES NOT OWN, OPERATE, OR PROVIDE ANY EVENT SERVICES. SD GLOBAL ENTERPRISES, LLC DOES NOT EMPLOY ANY EVENT VENDORS OR OTHER PERSONNEL WHO PROVIDE EVENT SERVICES. FURTHERMORE, SD GLOBAL ENTERPRISES, LLC IS NOT A

MANUFACTURER, IMPORTER, DISTRIBUTOR, OR RETAILER OF ANY GOODS WHATSOEVER.

(b) SD Global Enterprises, LLC Website provides a portal that will allow you to identify, interact with, engage, and pay for vendors who provide one or more types of services and goods in connection with events, including, but not limited to, planning, catering, performances, equipment rentals, tent rentals, event space rentals, and event supplies (collectively “*Event Vendors*”).

(c) To access and use the Website and to begin managing Event Vendors (or any other services offered), you must register for every event that is available on the Website (an “*Event*”).

(d) To register for an Event and pay for the Event, you agree to provide us with at least the following information (along with any fields or data marked as mandatory as part of the Event Registration process):

- (i) Your first and last name;
- (ii) Your mobile telephone number;
- (iii) Your email address;
- (iv) Your billing or mailing address.
- (v) Credit card, debit card or other payment method that SD Global Enterprises, LLC will utilize to collect payment from you for goods and services that you request via the Website.

(e) SD Global Enterprises, LLC facilitates the efficient management of Event Vendors, in part through the features and offerings contained in the Website. SD Global Enterprises, LLC’s Website allows you to:

- (i) Register for specific event workshops; and
- (ii) Pay for an event

(f) All fees and gratuities (if and as applicable) that are paid by you through the Website are collected by SD Global Enterprises, LLC via the payment method that you provided through your Account. By selecting an Event Vendor, the goods or services provided by such Event Vendor, the amount to be paid for such goods or services, and confirming your desire to make the payment in the Website, you expressly authorize SD Global Enterprises, LLC to immediately withdraw funds from your account and/or charge your payment card (as applicable) for the amount that corresponds to the goods or services,

plus any applicable taxes and convenience fees. In turn, SD Global Enterprises, LLC remits all amounts that it collects, less it's fees, to the Event Vendor.

(g) All goods and services that you order and/or purchase through the use of the Website are expressly subject to SD Global Enterprises, LLC's cancellation and refund policy (the "***Cancellation Policy***") in effect at the moment of your order and/or purchase. The Cancellation Policy (www.atljyt.com/cancellation-policy) is expressly incorporated herein and is an integral part hereof.

(h) EXCEPT AS EXPRESSLY SET FORTH IN SD GLOBAL ENTERPRISES, LLC'S CANCELATION POLICY, ALL AMOUNTS PAID BY YOU THROUGH THE WEBSITE ARE FINAL. SD GLOBAL ENTERPRISES, LLC WILL NOT PROVIDE REFUNDS TO YOU FOR ANY REASON. IF YOU DESIRE A CANCELLATION OR A REFUND THAT IS OUTSIDE THE SCOPE OR TERMS OF THE CANCELLATION POLICY, YOU MUST REQUEST IT DIRECTLY BY WRITING AN EMAIL TO ATLJYT@GMAIL.COM

(i) YOU ACKNOWLEDGE AND AGREE THAT RESPECTIVE EVENT VENDORS MANAGED OR BOOKED THROUGH THE WEBSITE ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE GOODS OR SERVICES THE EVENT VENDOR PROVIDES AND THE TIMELY DELIVERY OF THAT GOOD OR SERVICE.

(j) You are responsible for keeping your personal details secure. You agree to notify us immediately of any unauthorized access to or use of any breach of security. You also agree to ensure that you exit from your browser at the end of each session on any computing device you intend to use. You should use particular caution when registering for your event so as not to provide third parties with your personal credentials.

(k) SD Global Enterprises, LLC has the right to cancel any registration at any time if, in SD Global Enterprises, LLC's sole opinion, you have violated any provision of this Agreement or if your continued use of the Website may cause harm to SD Global Enterprises, LLC or to any other third party.

4. SMS Text Message Updates.

(a) By using the Website, you give your consent and authorize us to send SMS text messages to the mobile number you have provided using an automatic telephone dialing system, if needed.

(b) You understand that your mobile phone service provider may charge you fees for text messages that we send you, and you agree that we shall have no liability for the cost of any such text messages.

(c) You are not required to authorize SMS text messages to utilize the Website, and you may withdraw your consent at any time. To withdraw your consent, simply reply “STOP” to any text message you receive from us. You may send your request to: ATLYT@GMAIL.COM.

5. Reservation of Rights; Content.

(a) You acknowledge and agree that the Website is provided under license, and not sold, to you. You do not acquire any ownership interest or any other rights in the Website under this Agreement, other than to use the Website in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Except as expressly granted in this Agreement, SD Global Enterprises, LLC reserves and shall retain all rights, title, and interest in the Website, including all copyrights and copyrightable subject matter, trademarks and trademarkable subject matter, patents and patentable subject matter, trade secrets, and other intellectual property rights, both now in existence or that may be created, relating to the Website. The Website may provide you with access to information, data, functionality and content (collectively, “*SD Global Enterprises, LLC Content*”) available and/or accessible through or via the Website. Your access to and use of such SD Global Enterprises, LLC Content is governed by this Agreement.

(b) By accessing and using the Website, you grant us a perpetual, non-exclusive, transferable, sub-licensable, assignable, royalty-free, fully paid up, worldwide license to use any content that you post on, to, or in connection with the Website (“*Your Content*”).

6. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Website, you may be required to provide certain information about yourself as a condition to downloading, installing, accessing, or using the Website or its features. SD Global Enterprises, LLC may also use automatic means to collect information about your Computing Device and your use of the Website. Furthermore, the Website may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Website is subject to our Privacy Policy (<http://www.atlyt.com/privacy-policy>), which is incorporated herein by reference. By downloading, installing, using, and providing information to or through this Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

7. Geographic Restrictions. The SD Global Enterprises, LLC Content and Services are based in the State of Georgia in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the SD Global Enterprises, LLC Content and Services outside of the United States and that access outside the United States may not be legal by certain persons or in certain countries. If you access the SD Global Enterprises, LLC Content and Services from outside the United States, you are responsible for compliance with local laws.

8. Updates. SD Global Enterprises, LLC may from time to time in its sole discretion develop and provide Website updates. These updates may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “*Updates*”). Updates may also modify or delete in their entirety certain features and functionality. SD Global Enterprises, LLC has sole discretion to issue updates. You agree that SD Global Enterprises, LLC has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You agree to promptly download and install all Updates and acknowledge and agree that the Website or portions of the Website may not properly operate should you fail to do so. You further understand and agree that all Updates will be deemed part of the Website and be subject to all terms and conditions of this Agreement.

9. Third-Party Materials. The Website may display, include or make available third-party content or services (including data, information, software, payment processing, and other products, services, and/or materials) or provide links to third-party websites or services (collectively, “*Third-Party Materials*”). You acknowledge and agree that SD Global Enterprises, LLC is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. SD Global Enterprises, LLC does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions. Furthermore, you agree to fully abide, be bound by, and be responsible for complying with, the terms and conditions set by third parties in connection with Third-Party Materials that you access or use. You may request information about terms and conditions for the use of Third-Party Materials made available to you via the Website from us by emailing us at ATLYT@GMAIL.COM.

10. Term and Termination.

- (a) The term of Agreement commences when you use the Website and will continue in effect until terminated by you or by SD Global Enterprises, LLC as set forth in this Section 10.
- (b) You may terminate this Agreement by deleting the Website and all copies from your Computing Device.
- (c) SD Global Enterprises, LLC may terminate this Agreement at any time, without notice, and for any reason. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (d) Upon termination:
 - (i) all rights granted to you under this Agreement will be terminated; and

(ii) you must cease all use of the Website and delete all copies of the Website from your Computing Device and account.

(e) Termination will not limit any of SD Global Enterprises, LLC's rights or remedies at law or in equity.

11. Disclaimer of Warranties.

(a) THE WEBSITE IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SD GLOBAL ENTERPRISES, LLC, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

(b) SD GLOBAL ENTERPRISES, LLC MAKES NO REPRESENTATIONS AND DISCLAIMS ANY AND ALL WARRANTIES IN CONNECTION WITH ANY EVENT VENDORS THAT YOU MAY FIND, ENGAGE, HIRE, UTILIZE, INTERACT WITH, OR PAY FOR THROUGH THE USE OF THE WEBSITE.

(c) SD GLOBAL ENTERPRISES, LLC MAKES NO REPRESENTATIONS AND DISCLAIMS ANY AND ALL WARRANTIES AS TO THE SKILLSET, COMPETENCY, AVAILABILITY, OR ANY OTHER QUALITY OF ANY EVENT VENDORS OR OTHER PERSONNEL WHO MAY PROVIDE EVENT GOODS OR SERVICES THAT YOU MAY UTILIZE, INTERACT WITH, OR PAY FOR THROUGH THE USE OF THE WEBSITE.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SD GLOBAL ENTERPRISES, LLC OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE WEBSITE, THE SD GLOBAL ENTERPRISES, LLC CONTENT, OR ANY ASSOCIATED SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BREACH OF PRIVACY, UNAUTHORIZED ACCESS OF YOUR DATA OR INFORMATION BY THIRD PARTIES, EVENT INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES;

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE USE OF THE WEBSITE.

(c) THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Additional Disclaimers and Limitations of Liability.

(a) IN NO EVENT SHALL SD GLOBAL ENTERPRISES, LLC BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER THAT ARISE OUT OF, OR THAT ARE IN CONNECTION WITH OR YOUR USE OF (OR INTERACTION WITH), ANY GOODS OR SERVICES PROVIDED BY EVENT VENDORS, OR PERSONNEL PROVIDING ANY EVENT GOODS OR SERVICES, INCLUDING, BUT NOT LIMITED TO:

(i) DAMAGE TO YOURS OR ANY THIRD PARTY'S HOME OR OTHER REAL OR PERSONAL PROPERTY;

(ii) LOSS OR THEFT OF PROPERTY FROM YOUR HOME;

(iii) PERSONAL INJURY OR DEATH, WHETHER INVOLVING YOU OR A THIRD PARTY;

(iv) ANY ACT OR OMISSIONS OF AN EVENT VENDOR OR ANY PERSON OR PERSONS WHO PROVIDE EVENT SERVICES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH PERSONS; OR

(v) BREACH OF YOUR PRIVACY BY ANY EVENT VENDOR OR ANOTHER SERVICE PROVIDER.

(b) NO EVENT WILL SD GLOBAL ENTERPRISES, LLC AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE WEBSITE, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE GREATER OF: A) FIVE HUNDRED DOLLARS (\$500.00); OR B) THE TOTAL NET REVENUE THAT SD GLOBAL ENTERPRISES, LLC ACTUALLY RECEIVED DIRECTLY FROM YOU DURING THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) NOTWITHSTANDING THE FOREGOING, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY LOSSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE SD GLOBAL ENTERPRISES, LLC SERVICES SHALL BE THE TERMINATION OF YOUR SD GLOBAL ENTERPRISES, LLC ACCOUNT.

14. Indemnification. You agree to indemnify, defend and hold harmless SD Global Enterprises, LLC and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to: i) your use or misuse of the Website; ii) your breach of this Agreement; or iii) your agreement or relationship with any Event Vendor, service provider or vendor of any kind. Furthermore, you agree that the SD Global Enterprises, LLC assumes no responsibility for the information or content you submit or make available through this Website or the content that is made available to you by third parties.

15. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

16. Dispute Resolution.

(a) **Binding Arbitration.** In the event of a dispute, claim or controversy between the Parties that arises out of or relates to the breach, termination, enforcement, interpretation or validity of any provision of this Agreement (and including, without limitation, statutory, common law, or equitable claims), the Parties agree to resolve all such matters by means of binding arbitration. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

(b) **Arbitrators.** Either party may institute an arbitration proceeding before the American Arbitration Association ("AAA") or JAMS. The arbitration will be conducted before a single, neutral arbitrator, and each arbitration shall be commenced as an individual arbitration event, and not as a class arbitration. The Arbitrator shall have the sole power to rule on matters of jurisdiction, arbitrability, timeliness of claims, issue preclusion, and to grant permanent equitable relief.

(c) **Arbitration Rules.** For arbitration before the AAA, the Commercial Arbitration Rules will apply. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. This Section 16 shall govern in the event it conflicts with the applicable arbitration rules.

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

(e) **Arbitration Venue.** The Parties agree to bring any arbitration proceedings in Atlanta, Georgia, USA, and the Parties agree to use this location for arbitration.

(f) **Payment of Arbitration Fees and Costs.** Each party hereto shall be responsible for its own attorney's fees, costs, and expenses.

(g) **Class Action Waiver.** Except as otherwise provided in this Section 16, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and we specifically agree to do so following initiation of the arbitration. **You acknowledge and agree that even if you bring any claim or seek resolution of any dispute in court, this Class Action Waiver will continue to apply to you.**

(h) **Jury Waiver.** You understand and agree that by accepting this Agreement, you agree to waive your right to a jury trial in a court of law.

(i) **Severability and Survival.** If any clause within this Section 16 is found to be illegal or unenforceable, that clause will be severed from this Section 16 whose remainder will be given full force and effect. This Section 16 shall survive the termination of this Agreement.

(j) **Interim Relief.** Claims by the SD Global Enterprises, LLC for injunctive relief or other equitable relief may be filed in the state or federal courts of Georgia (or any other jurisdiction selected by the SD Global Enterprises, LLC for such action) for an order effective until the conclusion of arbitration and enforcement of the arbitration award. Such claims may be filed without a good faith attempt to resolve the issues underlying such claims.

17. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding against the SD Global Enterprises, LLC arising out of or related to this Agreement or the Website that must be brought in a court of law for any reason shall be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia, in each case located in Atlanta and Fulton County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. Nothing in this Section 17 shall modify, replace, or supplant the dispute resolution methods, set forth in Section 16, which is intended to be the preferred and exclusive dispute resolution method among and between the parties.

18. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and SD Global Enterprises, LLC with respect to the Website and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Website.

20. Survival. All terms hereof of which expressly or by their nature survive expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding such expiration or termination and until they are satisfied or by their nature expire.

21. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

22. Class Action Waiver. YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER, IN ACCORDANCE WITH THIS AGREEMENT, ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE, YOU AND WE EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR RIGHTS TO BRING CLAIMS AGAINST THE OTHER AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION. YOU AND WE AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING.

23. No Agency Relationship. No provision of this Agreement, or any part of relationship between you and SD Global Enterprises, LLC, is intended to create nor shall they be deemed or construed to create any principal-agent relationship between you and SD Global Enterprises, LLC.