



TERMS OF USE

Effective Date: (last modified 07/25/2023).

Acceptance of the Terms of Use and Terms

Hi, welcome to Doublelist.com (“DL”, “we”, or “us” or “our”), **owned and operated by Interlaced Social LLC.**

In some instances, additional or different terms, posted on the Service, apply to your use of certain parts of the Service (individually, and collectively, “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, these Terms will control unless the Additional Terms expressly state otherwise.

BY ACCESSING OR OTHERWISE INTERACTING WITH OUR WEBSITE AND ONLINE SERVICES, APPS, OR ANY ASSOCIATED CONTENT/POSTINGS PROVIDED BY DL (THE “SERVICE”), YOU: 1) AGREE TO BE BOUND BY THESE [TERMS OF USE](#), INCLUDING BUT NOT LIMITED TO OUR [PRIVACY POLICY](#), OUR [WEBSITE GUIDELINES & CODE OF CONDUCT](#), AND OUR [PROHIBITED GOODS, SERVICES, AND CONTENT LIST](#) (COLLECTIVELY, “TERMS”); AGREE TO BE BOUND BY ANY APPLICABLE ADDITIONAL TERMS; AND 2) YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD EACH. BY USING THE SERVICE, YOU ARE ADDITIONALLY AGREEING TO COMPLY WITH THE TERMS AND ADDITIONAL TERMS, WHICH MAY CHANGE FROM TIME TO TIME.

Please carefully read these Terms you start to use the Service. If you do not want to agree to the Terms, you must not access the Service. **By accessing the service, you also acknowledge, agree, and consent to our data practices as described in our [Privacy Policy](#).**

THE SERVICE IS OFFERED AND AVAILABLE TO USERS WHO HAVE REACHED THE AGE OF MAJORITY AND ARE ADULTS IN THEIR JURISDICTION, AMONG OTHER ELIGIBILITY REQUIREMENTS DESCRIBED BELOW. BY USING THIS WEBSITE, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN PLACES WHERE EIGHTEEN (18) YEARS IS NOT THE AGE OF MAJORITY), POSSESS MENTAL CAPACITY TO ENTER INTO A CONTRACT, AND MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE SERVICE.

THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DL. BEFORE USING DL, PLEASE READ IT CAREFULLY. BY ACCESSING, DOWNLOADING, USING, PURCHASING AND/OR SUBSCRIBING TO DL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, LIMIT DL’S LIABILITY TO YOU, TO INDEMNIFY DL, AND TO SETTLE CERTAIN DISPUTES THROUGH INDIVIDUAL ARBITRATION. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND ANY ADDITIONAL TERMS, DO NOT USE THE SERVICE AND UNINSTALL THE SERVICE DOWNLOADS AND APPLICATIONS.

1. AGE RESTRICTIONS AND SAFETY

a. No Use By Underage Persons

THE SERVICE IS AVAILABLE ONLY FOR ADULTS. NO PERSONS UNDER THE AGE OF EIGHTEEN (18) YEARS (OR THE AGE OF MAJORITY IN PLACES WHERE EIGHTEEN (18) YEARS IS NOT THE AGE OF MAJORITY) MAY DIRECTLY OR INDIRECTLY VIEW, POSSESS, OR OTHERWISE USE THE SERVICE. YOU HEREBY AFFIRM AND WARRANT THAT YOU ARE CURRENTLY EIGHTEEN (18) YEARS OF AGE (OR THE AGE OF MAJORITY IN PLACES WHERE EIGHTEEN (18) YEARS IS NOT THE AGE OF MAJORITY) AND THAT YOU ARE CAPABLE OF LAWFULLY ENTERING INTO AND PERFORMING ALL THE OBLIGATIONS SET FORTH IN THIS AGREEMENT.

b. Safety

DL IS NOT RESPONSIBLE FOR YOUR USE OF THE SERVICE OR FOR THE ACTIONS OF OTHER USERS WITH WHOM YOU MAY EXCHANGE INFORMATION OR HAVE CONTACT. **DL DOES NOT CONDUCT CRIMINAL BACKGROUND SCREENINGS OF ITS USERS. DL DOES NOT VERIFY THE INFORMATION PROVIDED BY USERS WITH RESPECT TO USERS’ IDENTITY, HEALTH, PHYSICAL CONDITION, OR OTHERWISE. DL ALSO IS NOT RESPONSIBLE FOR ACTIVITIES OR LEGAL CONSEQUENCES OF YOUR USE OF THE SERVICE IN LOCATIONS WHICH MAY ATTEMPT TO CRIMINALIZE OR LIMIT YOUR PERSONAL INTERACTIONS. YOU MUST MAKE YOUR OWN INFORMED DECISIONS ABOUT USE OF THE SERVICE IN YOUR LOCATION AND ASSESS ANY POTENTIAL ADVERSE CONSEQUENCES.**

2. OWNERSHIP, INTELLECTUAL PROPERTY, SUBSCRIPTION, AND YOUR RIGHTS TO USE THE SERVICE

a. Ownership

The Service and all of its content ("**Content**"), including but not limited to all copyrights, patents, trademarks, service marks, trade names and all other **intellectual property** rights therein ("**Intellectual Property**"), are owned or controlled by DL, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of DL, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. DL owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

b. DL IS NOT RESPONSIBLE FOR YOUR USE OF THE SERVICE OR FOR THE ACTIONS OF OTHER USERS WITH WHOM YOU MAY EXCHANGE INFORMATION OR HAVE CONTACT. DL DOES NOT CONDUCT CRIMINAL BACKGROUND SCREENINGS OF ITS USERS. DL DOES NOT VERIFY THE INFORMATION PROVIDED BY USERS WITH RESPECT TO USERS' IDENTITY, HEALTH, PHYSICAL CONDITION, OR OTHERWISE. DL ALSO IS NOT RESPONSIBLE FOR ACTIVITIES OR LEGAL CONSEQUENCES OF YOUR USE OF THE SERVICE IN LOCATIONS WHICH MAY ATTEMPT TO CRIMINALIZE OR LIMIT YOUR PERSONAL INTERACTIONS. YOU MUST MAKE YOUR OWN INFORMED DECISIONS ABOUT USE OF THE SERVICE IN YOUR LOCATION AND ASSESS ANY POTENTIAL ADVERSE CONSEQUENCES.

3. OWNERSHIP, INTELLECTUAL PROPERTY, SUBSCRIPTION, AND YOUR RIGHTS TO USE THE SERVICE

a. Ownership

The Service and all of its content ("**Content**"), including but not limited to all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein ("**Intellectual Property**"), are owned or controlled by DL, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of DL, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. DL owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

b. Your Rights to Use the Service and Content

Your right to use the Service and Content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Service and the Intellectual Property shall automatically terminate upon any violation of the Terms or Additional Terms. We grant you a limited revocable, non-exclusive, non-assignable license to use the Service in compliance with these Terms and any Additional Terms. These rights are revocable by us at any time in our sole discretion without advance notice or liability. Unlicensed use is unauthorized. You agree not to display, "frame," make derivative works, distribute, license, or sell, Content from the Service. We reserve the right to withdraw or amend this Service, and any service or material we provide on the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to any user. As your right to access and use the Service and the content is personal to you, you may not assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, and lawful use only: (collectively referred to as "**DL Licensed Elements**"):

- Display, view, use, and play the Content on a computer, mobile or other internet enabled or permitted device ("**Device**") and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;
- Subject to any applicable Additional Terms, if the Service includes a "Send to Friend," social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact;
- If the Service includes a "Download" link next to a piece of content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such content to a single Device;
- Download, install and use one copy of any software, including apps, that we make available on or through the Service ("**Software**") on your Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, DL does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software's owner (which may be DL and/or its third-party Software licensor) will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in these Terms or applicable Additional Terms, without the prior written consent of DL; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to

sublicense, transfer, or assign the Software will be void and of no effect; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;

- If made available to you, obtain a registered personal account (and/or related username and password) on the Service and interact with the Service in connection therewith;
- Link to the Service from a website or other online service, so long as: (a) the links only incorporate text, and do not use any DL names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with DL or cause any other confusion, and (c) the links and the content on your website do not portray DL or its products or services in a false, misleading, derogatory, or otherwise offensive manner, do not contain content that is unlawful, violent, threatening, harassing, or abusive, violate any right of any third-party or are otherwise objectionable to DL, violate our [Website Guidelines & Code of Conduct](#), or violate any applicable law or regulation from any applicable government. DL reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party; and
- Use any other functionality expressly provided by DL on or through the Service for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User-Generated Content (as defined below) and any applicable Additional Terms.

c. Service and Content Use Restrictions

You agree that you will not: (i) use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, that go against our Terms, Additional Terms, [Privacy Policy](#), [Website Guidelines & Code of Conduct](#) or that violate any right of any third-party, or are otherwise objectionable to DL; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever or modify any Service source or object code or any Software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user’s access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, DL, or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content (as defined below); (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms. or that violate any right of any third-party, or are otherwise objectionable to DL; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever or modify any Service source or object code or any Software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user’s access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, DL, or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content (as defined below); (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms. ,

You also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of the DL Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an DL or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Service.

d. Subscription Service

Certain portions of the Service ("Subscription Service"), which are only available through the creation of an account user account are subject to subscription fees ("**Membership Fees**"). If the Membership Fee increases or decreases, we will notify you of the change prior to charging you for the next renewal term. Charges will appear as "dl- billing" on your billing statement. By subscribing to the Subscription Services, you agree to these Subscription Services Terms, together with the Terms and Additional Terms.

a. Renewal

By upgrading your account you agree that Subscription Services automatically and continuously renew at the end of each term. You will be automatically charged a monthly Membership Fee on the anniversary date of your subscription unless you cancel, either online or by email, at least 1 day prior to the start of the next term. You are responsibility for all recurring charges prior to cancellation.

WE MAY SUBMIT THESE PREVIOUSLY AUTHORIZED RECURRING CHARGES (E.G., MONTHLY) WITHOUT ADDITIONAL AUTHORIZATION FROM YOU UNTIL YOU HAVE TERMINATED THIS AUTHORIZATION IN ACCORDANCE WITH YOUR MEMBERSHIP PLAN OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES APPLIED BEFORE WE CAN REASONABLY ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD FOR MEMBERSHIP, LOGIN TO YOUR ACCOUNT, AND GO TO THE 'SETTINGS' PAGE.

a. Renewal

By upgrading your account you agree that Subscription Services automatically and continuously renew at the end of each term. You will be automatically charged a monthly Membership Fee on the anniversary date of your subscription unless you cancel, either online or by email, at least 1 day prior to the start of the next term. You are responsibility for all recurring charges prior to cancellation.

WE MAY SUBMIT THESE PREVIOUSLY AUTHORIZED RECURRING CHARGES (E.G., MONTHLY) WITHOUT ADDITIONAL AUTHORIZATION FROM YOU UNTIL YOU HAVE TERMINATED THIS AUTHORIZATION IN ACCORDANCE WITH YOUR MEMBERSHIP PLAN OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES APPLIED BEFORE WE CAN REASONABLY ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD FOR MEMBERSHIP, LOGIN TO YOUR ACCOUNT, AND GO TO THE 'SETTINGS' PAGE.

b. Cancellation

You may cancel your Subscription Services at any time, either online through your membership account or by email at privacy@doublelist.com. If you cancel your Subscription Services, you will have access to the Subscription Services until the end of your current term and you will not be charged for an additional term. Cancellations are effective the next term, except as otherwise expressly provided in the Terms or Additional Terms. We do not charge a fee to cancel and we do not provide refunds for cancellations, all payments are final and all charges are nonrefundable, unless applicable law requires a refund.

If you upgrade your Subscription Services from a lower tier to a higher tier during the term, the upgrade occurs immediately and any additional fees for the upgraded tier would be prorated for that term. The full fee for the higher tier will be charged at the beginning of the new term. If you downgrade your Subscription Services during the term, then the downgrade will occur at the end of the term. At the beginning of the next term, you will be charged the rate of the new Subscription Term.

c. Refund/Termination/Transfer

Any attempt to transfer, assign or otherwise sell or trade such subscription, regardless of manner or method, is null and void. Suspension or termination thereof results in the forfeit of the suspended or terminated subscription or items, except as may be expressly provided in applicable Additional Terms. **WE DO NOT PROVIDE REFUNDS FOR ANY AMOUNTS PREPAID BY YOU AND YOU WILL NOT RECEIVE ANY REFUND FOR ANY UNUSED DAYS OF ANY SUBSCRIPTION TERM, UNLESS REQUIRED BY LAW.** As permitted by law, we are not responsible for repairing or reissuing any credit or refund or any other sum, as a result of our modification of any usage subscriptions or virtual item, or for loss or damage due to error, or any other reason. Unless otherwise stated in the Terms or Additional Terms, all payments made to DL are final and all charges are nonrefundable unless applicable law bars the application of this provision.

d. ANY DISPUTE REGARDING SUBSCRIPTION SERVICES AND MEMBERSHIP FEES IS SUBJECT TO MANDATORY ARBITRATION AND CLASS ACTION WAIVER AS SET FORTH THE IN TERMS.

Taxes

All payments to DL are exclusive of taxes, levies, or duties imposed by taxing authorities, unless otherwise stated at the time of purchase. You are responsible for any taxes, levies, or duties imposed by taxing authorities.

e. Reservation of All Rights

These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Service and content. Use of the Service beyond the scope of authorized access granted to you by DL immediately terminates this License. No other right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY DL AND ITS LICENSORS AND OTHER THIRD PARTIES. *Any unauthorized use of any Content or the Service for any purpose is prohibited.*

f. Third-Party Services

We are not responsible for third parties or their content, advertisement(s), apps or sites ("**Third-Party Services**"). For instance, portions of the Service may be integrated into or linked to third-party sites, platforms and apps that we do not control. Similarly, we may make third-party ads and other Third-party Services, which we also may not control, available to you on or via our Service. This may include the ability to register or sign in to our Services using Facebook Connect or other third-party tools, and to post content on Third-party Services using their plug-ins made available on our Services. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-Party Services. If you are accessing or using the Service through Apple, Android, or any other platform, these are Third-Party Services.

g. TERMS APPLICABLE FOR APPLE IOS.

- a.** To the extent that you are accessing the Service through an Apple mobile application, you acknowledge that these Terms are entered into between you and DL and, that Apple, Inc. ("Apple") is not a party to these Terms other than as third-party beneficiary as contemplated below.
- b.** The license granted to you by DL under the Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Use (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third-party terms of agreement applicable to the Service.
- c.** You acknowledge that DL, and not Apple, is responsible for providing the Service and Content thereof.
- d.** You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
- e.** To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- f.** Notwithstanding anything to the contrary herein, and subject to the terms and conditions of the Terms, you acknowledge that, solely as between Apple and DL, DL, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims;(ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- g.** Further, you agree that if the Service, or your possession and use of the Service, infringes on a third-party's Intellectual Property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such Intellectual Property infringement claims.
- h.** You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.
- i.** When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.
- j.** Your use of real time route guidance on the Service (if any) is at your sole risk. Location data may not be accurate.

h. USER GENERATED CONTENT

As described in more detail below, all content, including postings, messages, text, files, images, photos, video, sounds, or other materials posted on, transmitted through, or linked from DL, are the sole responsibility of the person from whom such content originated. More specifically, you are entirely responsible for each individual item of content that you post, email, submit or otherwise make available via the Service. You understand that DL cannot control, and is not responsible for, content made through the Service, and that by using DL, you may be exposed to content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.

Furthermore, the Service and its content may contain links to other websites, which are completely independent of DL. DL makes no representation or warranty as to the accuracy, completeness, or authenticity of the information contained in any such site. Clicking on these links and navigating to other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the

use of and reliance on any content, and that under no circumstances will DL be liable in any way for any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, or otherwise made available via the Service.

1. User-Generated Content

Users may contribute content to the Service for lawful purposes and in accordance with these Terms.

1. General

DL offers users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service, or on or in response to our pages or posts on any third-party platforms or in connection with any of our promotions by any media or manner, or otherwise submit to us or other users (e.g., on our Facebook or other social media pages, in response to our tweets, through a sweepstakes or contest, or by otherwise sending it to us) (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding DL Licensed Elements included therein, “User-Generated Content” or “UGC”). You may submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation and posting tools, social communities, contact us tools, email, user accounts, and other communications functionality. Except to the extent of the rights and license you grant us in these Terms and, subject to any applicable Additional Terms, you retain whatever legally cognizable right, title, and interest that you have in your UGC

2. Non-Confidentiality and Exploitation of your User-Generated Content

Except as otherwise expressly provided for in the Terms, Service’s posted [Privacy Policy](#), or any other applicable Additional Terms, you agree that:

- a. your UGC will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned; and
- b. to the maximum extent not prohibited by applicable law, DL does not assume any obligation of any kind to you or any third-party with respect to your UGC.

Upon request, you will provide documentation necessary to authenticate rights to such UGC and verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be insecure and subject to breaches of security; accordingly, you acknowledge and agree that your UGC is submitted at your own risk.

In your communications with DL, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “Unsolicited Ideas and Materials”). Any Unsolicited Ideas and Materials you submit are deemed UGC and licensed to us as set forth below. In addition, DL retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. DL’s receipt of your Unsolicited Ideas and Materials is not an admission by DL of their novelty, priority, or originality, and it does not impair DL’s right to contest existing or future Intellectual Property rights relating to your Unsolicited Ideas and Materials.

3. License to Doublelist of Your User-Generated Content

Except as expressly provided in any applicable Terms or Additional Terms, you hereby grant DL, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices, and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to DL to your UGC, you also, as permitted by applicable law, hereby grant to DL, and agree to grant to DL, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not

agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this section.

4. Doublelist's Exclusive Right to Manage Our Service

DL may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and DL may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement and protect Users from harmful UGC. Without limitation, we may, but do not commit to, do so to address content that comes to our attention that we believe goes against our [Website Guidelines & Code of Conduct](#), or is otherwise violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce the rights of third parties, these Terms, or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Service by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Service or elsewhere, unless the law of your jurisdiction grants you a substantive right that cannot be waived, and that is inconsistent with this section.

5. Representations and Warranties Related to Your UGC Each time you submit any UGC, you represent and warrant that:

1. you are at least the age of majority in the jurisdiction in which you reside;
2. your UGC that you submit contains no images or sounds of any minor;
3. you are the sole author and owner of the Intellectual Property and other rights to the UGC;
4. you have a lawful right to submit the UGC and grant DL the rights to use, publish, disseminate, or otherwise exploit the UGC;
5. the UGC is accurate, and not misleading and/or deceptive;
6. the UGC complies with the Terms and/or Additional Terms;
7. the UGC complies with all applicable law in the jurisdiction in which it is posted by you and hosted by DL;
8. the UGC will not infringe any Intellectual Property or other right of any third-party;
9. the UGC will not cause injury or harm to any person; and that each of these provisions is applicable to the UGS without any DL obligation to investigate or to obtain consent of any third-party, and without creating any obligation or liability for DL.

6. Enforcement

DL has no obligation to monitor or enforce your Intellectual Property rights to your UGC, but you grant us the right to protect and enforce our rights to your UGC, including initiating actions in your name and on your behalf (at DL's cost and expense, to which you hereby consent and irrevocably appoint DL as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

7. Photo Sharing and other Multimedia Sharing

DL has no obligation to monitor, review, investigate or otherwise monitor UGC submitted by users to the Service, or between each other. If you share UGC on or via the Service, DL makes no representation or warranty regarding the handling or security of your UGC, or regarding how any third party will exploit or otherwise use your UGC. You assume every risk and disavow any duty DL could potential have regarding UGC you upload to the Service or share on the Service.

8. Deletion Of User Generated Content

DL maintains the right to delete any and all Content or UGC at any time. DL makes no representation that it will store any user data, its own Content, or UGC for any time period not required by applicable law.

4. COMMUNITY USAGE RULES

As a user of the Service, these Community Usage Rules ("Rules") are here to help you understand the conduct that is expected of members of the Service's online communities ("Communities"). These Rules supplement the guidelines set forth in our [Website Guidelines & Code of Conduct](#) and our [Prohibited Goods, Services](#), and Content List, and any action banned by those guidelines violates the Terms. In using the Service, you must respect the Intellectual Property and rights of others and DL. Your unauthorized use of Content may violate the rights of others and applicable laws, and may result in your civil and criminal liability.

a. Your UGC. All of your UGC must be original or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any applicable Additional Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to your UGC, or if anyone appears or is referred to in the UGC, then you must also have their permission to submit such UGC to DL. (For example, if someone has taken a picture of you and your friend, and you submit that photo to DL as your UGC, then you must obtain your friend's and the photographer's permission to do so.)

b. No Content That Violates Legal Rights or Which Could Give Rise to Legal Liability: Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity. You are prohibited from submitting content to the Service that violates (or could violate) the legal rights (including the rights of publicity and privacy) of others or that contain material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. Your UGC must not exploit children under the age of 18, or the age of majority in your jurisdiction if that age is higher than 18. This also means that you agree not to post, email, submit, or otherwise make available content that:

- a. is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b. that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. constitutes, contains, offers or solicits prostitution, bestiality, child pornography;
- d. that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- e. that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement; that constitutes or contains any form of advertising or solicitation if: posted in areas of the DL sites which are not designated for such purposes; or emailed to DL users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests; that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law.
- f. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- g. that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to DL, or that otherwise negatively affects other users' ability to use DL.

A partial list of prohibited items for sale and prohibited services offered is provided at the following web address for your convenience:

<https://doublelist.com/about/prohibited/>

a. Act Appropriately. All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your UGC might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, religion, or handicap.

b. Do Not Use for Commercial or Political Purposes. Your UGC must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.

c. Do Not Use to Solicit or Send Unwanted Communications. Do not harvest or collect email addresses or other contact information of others from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This also includes not uploading, posting, transmitting, sharing or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

d. Be Honest and Do Not Misrepresent Yourself or Your UGC. Do not impersonate any other person, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company. In the event you receive anything in consideration from us with respect to your UGC (e.g., coupons, sweepstakes entries, etc.) you represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require. Do not to post, email, submit, or otherwise make available content that that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the Service.

- e. Others Can See.** We hope that you will use the Communities to exchange information and content and have venue appropriate discussions with other members. However, please remember that the Communities are public or semi-public and UGC that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces and take care when otherwise disclosing this type of information to others.
- f. Don't Share Other People's Personal Information.** Your UGC should not reveal another person's address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by DL (e.g., an email address to send an email invite to a friend).
- g. Don't Damage the Service or Anyone's Computers or Other Devices.** Your UGC must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.
- h. In addition, you agree not to:** contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose; use the Service in an illegal manner;"stalk" or otherwise harass anyone; collect personal data about other users for commercial or unlawful purposes; use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by DL; post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure; post the same item or service in more than one classified category or in more than one metropolitan area; attempt to gain unauthorized access to DLs computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the of the DL website; use any form of automated device or computer program that enables the submission of postings on DL without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals, unless otherwise approved in writing by DL; or use any form of automated device or computer program ("flagging tool") that enables the use of DLs "flagging system" or other community moderation systems without each flag being manually entered by the person that initiates the flag (an "automated flagging device"), or use the flagging tool to remove posts of competitors, or to remove posts without a good faith belief that the post being flagged violates these Terms.

If you submit UGC that DL reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by applicable law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Service.

- i. Your Interactions With Other Users** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.
- j. Appropriate Content and Alerting Us of Violations** We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. We may include venue and content rules as Additional Terms. If you discover any content that violates these Terms or any applicable Additional Terms, then you may report it here .

5. CREATING AN ACCOUNT

If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your Device and for all activity under your account. Usernames and passwords must be personal and unique that do not violate the rights of any person or entity, and is not offensive. We may reject an account, and the use of any password, username, or email address for any reason, or no reason, in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You must immediately notify us here of any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You must not sell, transfer, or assign your account or any account rights.

Accounts may only be set up by an authorized representative of the individual that is the subject of the account and who is of the age of majority. We do not guarantee the authenticity of accounts, and are not responsible for any unauthorized accounts that may appear on the Service. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice.

Disability Accessibility: We have two contacts for you to reach out to for disability access:

- a. Ramzy Spencer, Lighthouse Works, Disability Access Consulting, Digital Accessibility Services Manager 2500 Kunze Ave. Orlando, FL 32806**

Phone: (407) 898-2483 ext. 254

Direct: (407) 545-8255

rspencer@lighthouseworks.org; OR

b. Minesh Perera

Head of Strategic Partnerships eSENTIAL Accessibility

Tel: 514-567-1681

mperera@essentialaccessibility.com partnerships@essentialaccessibility.com

mperera@essentialaccessibility.com partnerships@essentialaccessibility.com

6. OUR RIGHT TO TERMINATE YOUR SERVICE

WE MAY DELETE YOUR SUBMISSIONS AND WE MAY BAN YOUR ACCOUNT AT ANY TIME FOR ANY REASON, OR NO REASON. WE MAY ALSO OCCASIONALLY PUT ACCOUNTS ON HOLD FOR A REVIEW. DL can request that you delete, or DL may delete, any UGC at any time for any reason, or no reason whatsoever. Any violation of the Terms, as determined by DL, may result in your account being banned and may lead to the termination of your access to DL. In addition, DL reserves the right to take necessary legal action against users, and provide information to and cooperate with actions by law enforcement and others, which may include disclosing a user's identity or other information to law enforcement.

7. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT

DL respects intellectual property rights and expects its users to do the same. DL will promptly terminate without notice the accounts of users identified by DL as "repeat infringers." A "repeat infringer" is one who has been notified by DL of infringing activity violations at least once before and/or who has had UGC removed from the Service more than once. DL reserves the right to terminate user accounts for a single infringement for violations of these Terms, any Additional Terms, [Privacy Policy](#), our [Website Guidelines & Code of Conduct](#), [Prohibited Goods, Services, and Content List](#), for any reason, or for no reason, at DL's discretion.

If you are a copyright owner who would like to send us a notice pursuant to the Digital Millennium Copyright Act ("DMCA") to identify content or material posted on the Service that is infringing that you would like removed from our Service, or if you are a user whose work has been removed in response to such a notice of infringement and would like to file a DMCA counter-notice, you may submit such notice to us by following the instructions here.

a. Notice and Takedown Request

If you are a copyright owner or agent thereof, and you believe that any content hosted on the Service infringes your copyright(s), you may submit a notification by providing DL's Designated Copyright Agent with the following information in writing:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Service are covered by a single notification, a representative list of such works on the Service;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to assist DL with locating the material;
- d. Information reasonably sufficient to enable DL to contact the party that submitted the notice and takedown request, such as an address, telephone number, and, if available, an email address through which we may contact the party that submitted the notice and takedown request;
- e. A statement that the party that submitted the notice and takedown request has a good faith belief that use of the material in the manner specified in the request is not authorized by the copyright owner, its agent, or the law (for example, "I am under the good faith belief that the use of the copyrighted content identified herein is not authorized by the copyright owner, its agent, or the law."); and
- f. A statement that the information in the notice and takedown request is accurate, and under penalty of perjury, that the party that the submitted the request is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (for example, "I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner, or authorized to act on behalf of the copyright owner, of the copyright(s) allegedly infringed by the aforementioned content.").

b. Doublelist's Designated Copyright Agent

DL's Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows: Doublelist.com Attention: DMCA Agent 2261 Market Street #4626 San Francisco, CA 94114 Telephone: 415-226-9270 [Email:dmca@doublelist.com](mailto:dmca@doublelist.com)

For clarity, only notices under this Section should go to the Doublelist Designated Copyright Agent. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid. Please note that under Section 512(f) of the US Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to legal liability.

c. Counter-Notification

If access on the Service to a work that you submitted to DL is disabled or the work is removed as a result of a DMCA Copyright Infringement Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the contact above. Your DMCA Counter-Notification should contain the following information:

- a. a legend or subject line that says: "DMCA Counter-Notification";
- b. a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Service from which the material was removed or access to it disabled);
- c. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- d. your full name, address, telephone number, email address, and the username of your Account;
- e. a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- f. your electronic or physical signature. Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

8. NOTICES, QUESTIONS AND CUSTOMER SERVICE

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to DL at 2261 Market Street #4626, San Francisco, CA 94114; ATTN: Legal Department. If you have a question regarding the Service, you may contact DL Customer Support through our Web Portal. You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

9. ARBITRATION AND DISPUTE TERMS

a. Forum Selection / Jurisdiction

Jurisdiction and venue for any controversy, allegation, or claim arising out of, regarding, connected with, or relating to the Service, the Content, your UGC, these Terms, or any applicable Additional Terms, (collectively, "Dispute") shall be in Los Angeles, California. Each party submits to personal jurisdiction and venue in Los Angeles, California for any and all purposes.

b. Pre-Arbitration Notification

DL and you agree that it would be advantageous to discuss and hopefully resolve any Disputes before formal proceedings are initiated; provided, however, that DL need not do so in circumstances where its claims of Intellectual Property rights are concerned ("IP Disputes," with all other disputes referred to as "General Disputes"). The party making a claim – whether you or DL – shall send a letter to the other side briefly summarizing the claim and the request for relief. If DL is making a claim, the letter shall be sent, via email, to the email address listed in your DL account, if applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under Section. If you are making a claim, the letter shall be sent to 2261 Market Street #4626, San Francisco, CA 94114; Attn: Legal Department). If the Dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate proceedings as set forth in this Section 8. Either you or DL, however, may seek provisional remedies (such as preliminary injunctive relief, subject to the [Limitation on Injunctive Relief](#) before the expiration of this sixty (60)-day period.

c. Arbitration of Claims

Unless you give us notice of opt-out within five (5) business days of your first use of the Service, addressed to: 2261 Market Street #4626, San Francisco, CA 94114; Attn: Legal Department, all actions or proceedings arising from, in connection with, regarding, or relating to any Dispute, or the scope of the provisions of this Section, shall be submitted to JAMS www.jamsadr.com for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less, to be held in Los Angeles County, California, before a single arbitrator in accordance with California Code of Civil Procedure §§ 1280 et seq. If the matter in dispute is between DL and a consumer, the matter shall be submitted to JAMS in accordance with its Policy on Consumer Arbitration Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. We may have the right to pay the JAMS fees if required for arbitration to be enforceable. If you are a consumer you have the right to an in-person hearing. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its and its affiliates' lawyers, insurance providers, auditors and other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The parties may engage in the discovery or exchange of non-privileged information relevant to the dispute. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief (subject to the provisions of these Terms waiving or limiting that relief) in a court of competent jurisdiction in Los Angeles County, California or, if sought by DL, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this Section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator's decision to fully comply with such decision, after which the JAMS does not require you to register your agreement. The prevailing party may enforce such decision by a petition to the Los Angeles County Superior Court or, in the case of you, such other court having jurisdiction over you, which may be made ex parte, for confirmation and enforcement of the award.

d. Limitation on Injunctive Relief

AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, UGC, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY DL PARTY (DEFINED BELOW) (INCLUDING YOUR LICENSED UGC) OR A LICENSOR OF ANY DL PARTY.

e. Governing Law

These Terms and any applicable Additional Terms, General Disputes and IP Disputes, and any other claim brought by you against DL or by DL against you pursuant to this Section 9, or otherwise related to the Service, Content, DL Licensed Elements, UGC or other DL products or services, will be governed by, construed, and resolved in accordance with, the laws of the State of California, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction. This Section 9 shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §1, et seq., and not by the law of any state, and is enforceable pursuant to its terms on a self-executing basis. You and DL agree that we intend that this Section 9 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 9 can only be amended by mutual agreement. Either party may seek enforcement of this Section 9 in any court of competent jurisdiction. The arbitrator shall determine any and all challenges to the arbitrability of a claim.

f. Class Action Waiver

As permitted by applicable law, both you and DL waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else. Notwithstanding any provision in the JAMS Comprehensive Arbitration Rules and Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the Disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this Section 8 is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

g. Jury Waiver

AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

h. Small Claims Matters

Notwithstanding the foregoing, either of us may bring qualifying claim of General Dispute (but not IP Disputes) in small claims court, subject to the [Class Action Waiver](#) above.

i. This Section Supersedes Inconsistent Provisions

The provisions of this Section 9 shall supersede any prior agreement between the parties. This Section 9 shall remain in full force and effect notwithstanding any termination of your use of the Service or these Terms.

10. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

a. Access and Use of Service at Your Sole Risk

AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. To the fullest extent permissible by applicable law, DL and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "DL Parties") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, Content, DL Licensed Elements, UGC or other DL products or services, except as set forth in the [No Expansion or Limitation of All Other Representations and Warranties](#) subsection below.

b. Disclaimer of Express and Implied Warranties

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, DL PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

c. No Expansion or Limitation of All Other Representations and Warranties

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY DL PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY DL PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) DL PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY DL PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST DL PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

11. LIMITATIONS OF OUR LIABILITY

AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY DL PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, Content, DL Licensed Elements, UGC or other DL products or services, except, to the extent not waivable under applicable law, for direct damages for personal injury caused by a physical product manufactured, sold or provided by DL.

The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if DL Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DL PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID DL IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY DL PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY DL PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) DL PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY DL PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST DL PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

Notwithstanding the applicability of the foregoing, DL Entities are NOT liable for any direct, indirect, consequential, incidental, special, punitive, or other losses, including lost profits, revenues, data, goodwill, etc., arising from or related to DL, and in no event shall such liability exceed \$100 or the amount you paid us in the year preceding such loss. Some jurisdictions restrict or alter these disclaimers and limits, so some may not apply to you.

12. UPDATES TO THESE TERMS

We reserve the right, at our sole discretion, to modify, change or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. Your continued use of the Service following the posting of revised Terms or Additional Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

13. GENERAL PROVISIONS

a. Doublelist's Consent and Approval

As to any provision in these Terms or any applicable Additional Terms that grants DL a right of consent or approval, or permits DL to exercise a right in its "sole discretion," DL may exercise that right in its sole and absolute discretion. No DL consent or approval may be deemed to have been granted by DL without being in writing and signed by an owner of DL.

b. Consent to Electronic Contacting and Receiving Electronic Records

When you use our Service, including signing up to receive email or text messages, you consent to receive electronic records from us and consent to us contacting you electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree, or consent via the Service it is intended to be an electronic signature which binds you as if you had signed on paper. You agree that your use of the Service, other than to read the Terms (or Additional Terms) and Privacy Policy, constitutes agreement to the Terms, and any applicable Additional Terms, then posted, without further action by you. In order to withdraw your consent, update your contact information, or obtain paper copies of electronic records, you must contact us here, and stop using the Service. If you withdraw your consent, you will be removed from any email or text message program. We may charge you a reasonable service charge for the paper copies unless prohibited by law, we may charge a search fee of \$10.00 and a copy fee of \$.50 per page for copies, plus the cost of shipping. Your consent to receive electronic records applies to your use of the Service, including any email or text message programs. Your devices must be able to review websites and electronic documents, receive email, or receive text messages to receive electronic records, depending on whether you are using the Service, or subscribing to email or text messages.

c. Indemnity

In addition, as permitted by applicable law, you agree to, and you hereby, defend (if requested by DL), indemnify, and hold DL Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any DL Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your UGC; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; (vii) DL Parties' use of the information that you submit to us (including your UGC) subject to our Privacy Policy (all of the foregoing, "Claims and Losses"); and (viii) any damages arising from, related to, connected with, or originating from our provision of any information to law enforcement for any reason. You will cooperate as fully required by DL Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, DL Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. DL Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an owner of a DL Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

d. Operation of Service; Availability of Products and Services; International Issues.

DL controls and operates the Service from the U.S.A., and makes no representation that the Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

e. Export Controls

You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

f. Severability; Interpretation

If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its draft

g. Investigations; Cooperation with Law Enforcement; Termination; Survival

As permitted by applicable law, DL reserves the right, without limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by DL in accordance with our [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by DL to comply with law enforcement requests or legal requirements in accordance our [Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in any matter, (v) enforce and prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason or no reason, and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to DL under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from DL, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to DL in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

h. Assignment

DL may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an owner of DL.

i. Complete Agreement; No Waiver

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or DL in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

j. Consumer Rights and Notices

Residents of jurisdiction with applicable privacy laws can obtain information on our privacy practices, including how we comply with those laws, in our [Privacy Policy](#).

a. Safety

DL IS NOT RESPONSIBLE FOR YOUR USE OF THE SERVICE OR FOR THE ACTIONS OF OTHER USERS WITH WHOM YOU MAY EXCHANGE INFORMATION OR HAVE CONTACT. DL DOES NOT CONDUCT CRIMINAL BACKGROUND SCREENINGS OF ITS USERS. DL DOES NOT VERIFY THE INFORMATION PROVIDED BY USERS WITH RESPECT TO USERS' IDENTITY, HEALTH, PHYSICAL CONDITION, OR

OTHERWISE. DL ALSO IS NOT RESPONSIBLE FOR ACTIVITIES OR LEGAL CONSEQUENCES OF YOUR USE OF THE SERVICE IN LOCATIONS WHICH MAY ATTEMPT TO CRIMINALIZE OR LIMIT YOUR PERSONAL

INTERACTIONS. YOU MUST MAKE YOUR OWN INFORMED DECISIONS ABOUT USE OF THE SERVICE IN YOUR LOCATION AND ASSESS ANY POTENTIAL ADVERSE CONSEQUENCES.

b. Illegal Content and Abuse Reporting

We do not allow any non-consensual content or content that violates the acceptable rules and regulations defined by the credit card association. Any items, such as revenge porn, sexual image-based abuse, non-consensual pornography, or uploaded content without the permission of the participant(s) are strictly prohibited.

If you are the victim or have first-hand knowledge of illegal content, we encourage you to notify us immediately by emailing or calling our customer service center in order to initiate a content review process and take other necessary actions. Reporting users or content this way is completely confidential. When contacting us please include all relevant URL links as well as the reason and any additional context that you feel will assist us in reviewing your request to have the content removed. All content removal requests submitted are reviewed, addressed, and removed expeditiously, where appropriate.

DoubleList

Connect with straight, gay, bi and curious!

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