

Marketing Terms & Conditions

The following Terms and Conditions (“Terms”), together with any Order Forms (as defined below), will govern the relationship between Felix Store Inc., a Delaware Corporation, (further sometimes referred to as “we,” “us,” or “Karta”) and you as a customer or user (“You,” “User,” or “Customer”) of the advertising service (“Service”) offered through the platform (“Ad Platform”) located at felix-store.com (“Site”). You and Karta may also be individually referred to herein as a “Party” and collectively as “Parties.”

These Terms set forth the legally binding terms and conditions which are applicable to your use of the Service and Ad Platform. Please be reminded that these Terms constitute an agreement between Karta and Customer and define the rights and responsibilities that you have with respect to the Service and/or Ad Platform. Therefore, we encourage you to carefully familiarize yourself with these Terms. By registering on the Service, clicking “I accept” or a similar button, or by installing, accessing, or using the Service (including any software or application forming part of the Service), you confirm that you have read and understood the Terms and any other documents referred to in it.

You agree to use the Site, the Service and any additional products and/or services offered by Karta only in accordance with these Terms.

For purposes of these Terms, “Customer” includes the individual, company or entity and, without limitation, any parent entities, owners, subsidiaries, publishers, predecessor or successor entities, and any agents, officers, directors or employees acting on behalf of same, registering with Karta to use the Service. If You do not accept, understand, or agree to these Terms in its entirety, You are not authorized to: (a) register as a Customer; (b) use the Service; and/or (c) use the Site, in any manner or form whatsoever.

Changes to these Terms

We reserve the right to make changes to the Site, the Service, and these Terms at any time and without prior notification. The latest Terms will be posted on the Site. Your continued use of the Site, Ad Platform, and/or the Service after any such modification thereof shall constitute Your consent to such modification. Therefore, You should regularly check the Site for updates and/or changes.

Eligibility

If you use the Service as an individual, you must be at least eighteen (18) years of age to be eligible to use the Service. Moreover, you represent and warrant that you will use the Service in compliance with all applicable laws and regulations. Use of the Service is unauthorized in any jurisdiction where the Service or any part of it may violate any laws or regulations. You agree not to access or use the Service in such jurisdictions.

Definitions

“**Action**” means an act, lead, or other event effectuated by a third party (e.g., consumer) for which you compensate Karta, such as CPA (cost per Action), CPI (cost per install), CPL (cost per lead), CPC (cost per click) or CPM (cost per thousand - e.g., impressions). Specific Action requirements for each Offer will be set forth within the Order Forms.

“**Ad Account**” means the account of the Customer on the Ad Platform.

“**Ad Network**” means the advertisement platform with respect to which the Services are rendered, such as Facebook, Google, and etc.

“Ad Platform” means the Karta’s proprietary platform for management, planning, optimizing, monitoring, and execution of advertising strategies and related activities and which is intended to provide the Service to the Customer. The Ad Platform includes, inter alia, an application, database, various software, servers, and also including any changes, updates, upgrades, modifications and enhancements made thereto, and any related modules, addons, tools, browser plugins and applications as well as any documentation relating thereto.

“Ad Campaign” means an organized set of actions aimed on promotion of a product or service settled through placing an Order Form within the Ad Platform.

“Order Form” means the order form by which the Customer is subscribing to the Services hereunder and which incorporates these Terms.

GENERAL LIMITATIONS

We wish to remind you that you are solely responsible for any content and information that you make available on the Ad Platform or in connection with the use of the Ad Platform (“Your Content”), regardless of the manner in which you make it available. Similarly, your use of, or reliance on, Your Content is at your own risk.

You acknowledge and agree that you are solely responsible for all activity that occurs under your account on the Ad Platform (even if such activity is the result of someone else’s use of your account), and that you have all rights necessary to upload Your Content to the Ad Platform through your account or in connection with the use of the Ad Platform through your account. You further acknowledge and agree that Your Content and your other activities in connection with the Ad Platform do not, and will not, violate, infringe, or misappropriate any third party’s intellectual property right, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive, or harassing.

We will not, under any circumstances, be liable in any way for any content, including, but not limited to, any errors or omissions in any material or content, or any loss or damage of any kind that you incur as a result of your use of, or your acting in reliance on, any material or content posted, e-mailed, transmitted, or otherwise made available on the Ad Platform or in connection with the use of the Ad Platform.

We may, but have no obligation to:

- (a) Monitor or moderate any material or content posted in the Ad Platform;
- (b) Remove any material or content from the Ad Platform; or
- (c) Restrict access to any part of the Ad Platform at any time in our sole discretion and without advance notice.

USE OF SERVICE

Registration

Access to the Ad Platform and the Service requires the registration of the Customer, which is made by filling and submitting the Order Form located at felix-store.com. As part of the signup process, the Customer will be required to link certain Ad Accounts with regards to which the Service is to be rendered. Once submitted and to the extent complied with all requirements of the Order Form, Karta will send a confirmation e-mail to the address indicated therein and will establish the Customer’s Ad Account. Customer may begin use of the Service only after receiving such confirmation e-mail. Customer may use its Ad Account to request Karta to provide Services to third party clients of such Customer. In no case Karta will assume any

responsibility for Customer's or Customer's clients content submitted through Order Form. Customer is solely responsible for making sure that their and their client's content is in compliance with these Terms and any applicable Ad Network's terms and conditions.

Access to the Ad Platform is permitted only by a username and password individual to the Customer. The credentials are to be kept confidential and personal and may not be disclosed or used by any other person except the Customer for which they were generated.

Customer may add additional users to a Ad Account and provide them with different credentials and authorizations, in its discretion ("Additional Users"). Customer shall ensure the compliance of such Additional Users with these Terms and, as between the Customer and the Ad Platform, will be responsible for any breach made by them. Karta shall bear no responsibility with respect to such Additional Users.

In consideration of your use of the Application, you agree to:

- (a) Provide accurate, current and complete information about you ("Registration Data");
- (b) Maintain the security of your password and identification;
- (c) Maintain and promptly update the Registration Data, keep it accurate, current, and complete; and
- (d) Be fully responsible for all use of your account and for any actions that take place using your account.

License

All content on the Ad Platform and Site, including, but not limited to, designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement ("Karta Content"), is the property of Karta with all rights reserved. No Karta Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Karta's prior written permission, except as provided in the following sentence and except that the foregoing does not apply to Your Content that you legally post on the Ad Platform.

Provided that you are eligible to use the Ad Platform and Site, you are granted a limited license to access and use the Ad Platform and Site and to download or print a copy of any portion of the Karta Content solely for your use, provided that you keep all copyright or other proprietary notices intact. Except for Your Content, you may not republish Karta Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Karta Content is strictly prohibited and will result in the termination of the license granted under the Terms. Such unauthorized use may also violate applicable laws, such as copyright and trademark laws and applicable communications regulations and statutes. This license is revocable by us at any time without notice and with or without cause.

You are not allowed to distribute the Ad Platform software or otherwise profit from the use of the Ad Platform.

Karta reserves the right to change, suspend, or discontinue operating the Ad Platform at any time, for any reason. We will not be liable to you for the effect that any changes to the Ad Platform may have on you.

List of Prohibited Activities

The following list contains examples of behaviors that are prohibited in the Service and Ad Platform: (i) impersonating another person or entity; (ii) accessing or using the Service and/or Ad Platform in an unlawful way or for any unlawful purpose; (iii) transmission of any data,

materials, content or information which is libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or otherwise unlawful; (iv) transmission of viruses, malware, or other malicious code in the Service and/or Ad Platform; (v) modification, reverse-engineering, or other manipulation of the Service and/or Ad Platform; (vi) interfering with, or disrupting, the Service and/or Ad Platform, and (vii) use of the Service contrary to the Ad Networks terms and policies. In order to ensure the integrity of the Service and Ad Platform, we reserve the right at any time in its sole discretion to block users with certain unique device identifiers from accessing the Service.

With regards to the use of the Service, Customer may not promote or place an Order Form to promote an Ad Campaign on a Site or in any other context with inappropriate content, which includes, but is not limited to, content that:

- (a) Contains or promotes the use of alcohol, tobacco or illegal substances, pornography, phone sex or escort services, expletives or other inappropriate language;
- (b) Promotes gratuitous violence, abuses or threatens physical harm;
- (c) Promotes illegal or unethical activity, racism, hate, "spam," mail fraud, gambling, sweepstakes, pyramid schemes, investment and money-making opportunities, or illegal advice;
- (d) Promotes the use of illegal activities, such as how to build a bomb, counterfeiting money, and software pirating;
- (e) Is libelous, or defamatory, or false;
- (f) Is otherwise expressly prohibited by federal or state law;
- (g) Willfully infringes on the trademark, copyright, or intellectual property rights of a third party;
- (h) Introduces viruses, worms, harmful code and/or Trojan horses on the Internet; or
- (i) Is otherwise objectionable to Karta, in its sole discretion.

Customer Representations and Warranties

Each Customer warrants and represents to Karta that (i) it has the right, full power and lawful authority to accept these Terms for the purposes herein and to carry out its obligations hereunder, and it has all requisite consents, licenses and authorizations required in order to use the Service (ii) it will use the Service only within the scope of the rights and authorization hereunder, (iii) it will not use the Service in violation of applicable law, rule or regulation, (iv) it will not use or continue the use of the Service, alone or in combination with other materials, in a manner that would, constitute infringement of a third party's intellectual property rights; and (v) will strictly comply with all rules and instructions of any applicable ad network, whether while using the Services or operating directly with such advertisement platform. Customer represents and agrees that its compliance with the terms and conditions of the applicable social networks and other marketing channels is an essential part of this Agreement and that breach of such terms and conditions may lead to significant damages to the Karta and its other customers for which Customer shall be held accountable.

Customer further agrees that, where applicable, its marketing and data collection practices shall comply at all times with the California Consumer Privacy Act (CCPA), the United Kingdom Data Protection Act of 1998 (as amended), the General Data Protection Regulation (GDPR) (EU) 2016/679, as amended and adopted by the member states of the EU, and all related directives, acts, or regulations. If Customer is either located outside the United States or placing

the Order Form outside the United States, Customer represents and warrants that (1) Customer is familiar with the particular laws, regulations and industry customs in those countries in which Customer is located and/or placing the Order Form, (2) Customer has previous experience distributing advertisements in such countries, and (3) Customer will comply with all laws, regulations and industry customs applicable to the operation of its business, its marketing practices, and the collection and/or transfer of consumer data by Customer in such countries. To be clear, Customer is responsible for understanding and complying with all advertising laws, regulations, and customs in both the jurisdiction where the advertising takes place and the jurisdiction where Customer is located. Customer's obligations and liabilities under this Paragraph and the Privacy Policy located at felix-store.com shall extend to the conduct of all affiliates, subsidiaries, officers, partners, members, managers, employees, agents and attorneys of the Customer.

If you are placing an Order Form while situating or locating in Florida, you acknowledge that you have received, read, and agree to comply with the "Stipulated Final Judgment and Order for Permanent Injunction" entered on November 29, 2012 ("FTC Order") and the "Assurance of Voluntary Compliance" entered on November 16, 2012 ("Florida Order"), warrant that there are no misrepresentations or material omissions in your advertisements, and understand and agree that engaging in acts or practices prohibited by the FTC Order and the Florida Order will result in the immediate termination of your access to the Service.

YOU UNDERSTAND AND AGREE THAT ANY OBLIGATION OF KARTA TO ANY OTHER PARTY UNDER OR RELATED TO THESE TERMS, ANY OF ORDER FORMS, AND SUBSEQUENT RELATED AGREEMENTS SHALL BE DEEMED TO HAVE BEEN FULLY PERFORMED, SATISFIED, OR FULFILLED UPON CREDITING ANY FUNDS ON CUSTOMER'S KARTA ACCOUNT. YOU ALSO AGREE THAT SUCH CREDITING MEANS THAT NO CLAIMS, ALLEGATIONS, LIABILITIES, COSTS, AND EXPENSES WILL OR CAN BE ATTRIBUTED TO KARTA.

Fees and Payment; Other Commercial Terms

The Fees to which Karta is entitled to in consideration for rendering the Service depends on the scope of advertisement services, types and amount of Actions to be reached, and other commercial terms indicated in the Order Form. Fees are based solely on our measurements for the Services and the applicable Action billing metrics. Customer understands that third parties may generate Actions for improper purposes, and Customer accepts this risk. Fee rates are located at felix-store.com and may be amended from time to time by Karta in its sole discretion. Karta will provide Customer with the information regarding the changes in rates by placing a subsequent update on the Site, however, it is Customer's obligation to revise the rate schedule from time to time.

All amounts indicated in the Order Form and/or on Site are excluding sales tax or VAT, which will be added to any payment made by the Customer, if and as applicable.

Third Party Services

The Ad Platform may contain links to websites owned or operated by third parties. Such links are provided for informational purposes only. We are not responsible for any such third-party websites and do not have control over any materials or content made available therein. Our inclusion of a link to a third-party website in the Ad Platform does not in any way imply our endorsement, advertising, or promotion of such websites or any materials or content made available there. By accessing a third-party website, you accept that we do not exercise any control over such websites or their content. We have no responsibility for the content of any

third-party website. We encourage you to familiarize yourself with the terms of service applicable to any third-party website you may access.

WARRANTY; LIMITATION OF LIABILITY; INDEMNITY

Disclaimers of Warranties

None of Karta's or any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively, "Karta Parties") guarantee the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Ad Platform, Site, Karta Content, and Karta Parties disclaim liability for errors or omissions in the Ad Platform, Site, or Karta Content.

The Karta Parties are not responsible for the accuracy, copyright compliance, legality, or decency of Ad Campaigns listed in applicable Order Form that you placed through the Ad Platform or Site. You release the Karta Parties from all liability relating to that content.

This Ad Platform, Site, and Karta Content are provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, or title. Additionally, there are no warranties as to the results of your use of the Ad Platform or Site. The Karta Parties do not warrant that the Ad Platform or Site are free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction, or modification under the laws applicable to these Terms.

The Ad Platform or Site may be temporarily unavailable from time to time for maintenance or other reasons. Karta assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Karta is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Ad Platform, including injury or damage to Users or to any other person's computer or mobile phone related to or resulting from participating or downloading materials in connection with the Ad Platform. Under no circumstances will Karta be responsible for any loss or damage, including any loss or damage to Your Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Ad Platform, Your Content, or Karta Content on the Ad Platform, or any interactions between Users, whether online or offline.

Karta reserves the right to change any content contained in the Ad Platform at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply their endorsement, sponsorship or recommendation, or any affiliation with them, by Karta.

Limitation on Liability

IN NO EVENT SHALL KARTA BE LIABLE TO YOU OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY CUSTOMERS OBTAINED BY YOU THROUGH ADVERTISEMENTS) FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SITE, PLATFORM, SERVICE, AD CAMPAIGN AND/OR SERVICES OR DISPLAY OF ANY ADVERTISEMENTS ON OR THROUGH AD NETWORKS INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, EVEN IF KARTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KARTA'S

MAXIMUM AGGREGATE LIABILITY TO CUSTOMER AND ANY THIRD PARTY UNDER ANY AND ALL CIRCUMSTANCES SHALL NOT EXCEED THREE HUNDRED DOLLARS (\$300). REGARDLESS OF ANY LAW TO THE CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST KARTA MORE THAN ONE (1) YEAR AFTER THE DATE UPON WHICH THE CLAIM AROSE. CUSTOMER RECOGNIZES AND ACKNOWLEDGES THAT THIS LIMITATION OF DAMAGES IS FAIR AND REASONABLE.

IN ANY CIRCUMSTANCES KARTA WILL NOT BE HELD LIABLE FOR ANY HARM OR DAMAGE CAUSED BY EITHER PLATFORM OR THIRD PARTIES INVOLVED IN THE SERVICE. YOU UNDERSTAND AND WARRANT THAT KARTA ALSO IS NOT LIABLE FOR THE VIOLATION OF ANY APPLICABLE LAWS, RULES, AND POLICIES MADE BY YOU OR ANY OTHER THIRD PARTY INVOLVED IN THE AD CAMPAIGN, INCLUDING BUT NOT LIMITED TO VIOLATION OF ANY PLATFORM-SPECIFIC RULES AND POLICIES OF AD PLACEMENT (FOR EXAMPLE, FACEBOOK ADVERTISING POLICIES, GOOGLE ADS POLICIES, ETC.). YOUR UNDERTAKING OF ANY ACTION WITH THE ORDER FORM PLACED WITHIN THE PLATFORM IS AT YOUR OWN RISK.

Indemnity

You shall indemnify, defend and hold Karta and each of its respective parents, affiliates, subsidiaries, officers, partners, members, managers, employees, agents and attorneys, harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) made by any third party due to or arising out of your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

INTELLECTUAL PROPERTY MATTERS

Copyright Complaints

We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998 ("DMCA"). If you see any material on the Ad Platform or Site that in your good-faith belief may infringe someone's copyright, you may notify us by e-mailing us at info@felix-store.com with "Copyright" in the subject line. In order to be effective, your notice, also known as a takedown notice, must include the following information:

- (a) The identity of the original copyrighted work that you claim is infringed or, if your notice covers multiple copyrighted works, you may provide a representative list of the copyrighted works that you claim have been infringed;
- (b) A sufficiently detailed description of the content on the Ad Platform or Site that you claim infringes the copyrighted work;
- (c) Your contact information, including your full name, mailing address, telephone number, and email address, if available;
- (d) A statement that you believe in good faith that the use of the allegedly infringing content on the Ad Platform or Site is not authorized by the copyright owner, its agent, or the law;
- (e) This statement: "I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner, of an exclusive right that is infringed"; and

- (f) A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf.

Moreover, if you believe your work was erroneously removed due to an incorrect claim of copyright ownership, you may provide us a written counter-notice. When we receive your counter-notice, we may, in our discretion, reinstate the material in question in no fewer than 10 and no more than 14 days after we receive the counter-notice, unless we first receive notice from the original complaining party who filed the infringement notice that it has filed a legal action to restrain the allegedly infringing activity. To provide a counter-notice to us, you may email us at info@felix-store.com. Please note that if you provide a counter-notice, in accordance with the terms of the DMCA, the counter-notice will be given to the original complaining party that filed the infringement notice. To be effective, a counter-notice must contain substantially all of the following information:

- (a) Identification of the material that has been removed or to which access has been disabled in the Ad Platform or Site and the location at which the material appeared before it was removed or access to it was disabled;
- (b) Your name, address, telephone number, and, if available, email address;
- (c) Include both of the following statements in the body of the notice:

“I hereby state under penalty of perjury that I 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.”

“I hereby state that I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for any judicial district in which Karta may be found, and I will accept service of process from the complaining party who notified Karta of the alleged infringement or an agent of such person.”

- (d) Provide your full legal name and your electronic or physical signature.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Ad Platform or Site (“Submissions”), provided by you to Karta are non-confidential and will become the sole property of Karta. Karta will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

DISPUTE RESOLUTION

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

- (a) In this Arbitration Section:
- (i) “You” and “your” mean the individual or legal entity entering into these Terms, as well as any person claiming through such individual;
- (ii) “We” and “us” means Felix Store Inc., its affiliates, and each of their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as the officers, directors, and employees of each of them;

- (iii) “Claim” means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating to these Terms or the relationship between us and you (including claims arising prior to or after the date of the Terms, and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class), and includes claims that are brought as counterclaims, crossclaims, third party claims or otherwise, as well as disputes about the validity or enforceability of these Terms or the validity or enforceability of this Arbitration Section.
- (b) Any Claim will be resolved by binding arbitration administered by the American Arbitration Association or JAMS, under the applicable arbitration rules of the administrator in effect at the time a Claim is filed (“Rules”). Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You can obtain the Rules and other information about initiating arbitration by contacting the American Arbitration Association at 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. The address for serving any arbitration demand or claim on us is Felix Store, Inc., 1007 N Orange St. 4th floor #506 Wilmington DE 19801 Attention: Legal.
- (c) Claims will be arbitrated by a single, neutral arbitrator, who will be a retired judge or a lawyer with at least ten years’ experience.
- (d) Any in-person arbitration hearing will be held in the city with the federal district court closest to your residence, or in such other location as you and we may mutually agree. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and, if requested by either party, provide written reasoned findings of fact and conclusions of law. The arbitrator will have the power to award any relief authorized under applicable law. Any appropriate court may enter judgment upon the arbitrator’s award. The arbitrator’s decision will be final and binding except that: (1) any party may exercise any appeal right under the FAA; and (2) any party may appeal any award relating to a claim for more than \$100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider de novo any aspect of the appealed award. The panel’s decision will be final and binding, except for any appeal right under the FAA.
- (e) YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise in writing, the arbitrator may not consolidate more than one person’s claims. The arbitrator will have no power to arbitrate any Claims on a class action basis or Claims brought in a purported representative capacity on behalf of the general public, other borrowers, or other persons similarly situated. The validity and effect of this paragraph (e) will be determined exclusively by a court, and not by the administrator or any arbitrator.
- (f) If any portion of this Arbitration Section is deemed invalid or unenforceable for any reason, it will not invalidate the remaining portions of this section. The terms of this Arbitration Section will prevail if there is any conflict between the Rules and this section.

- (g) YOU AND WE AGREE THAT, BY ENTERING INTO THESE TERMS, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT OUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED IN PARAGRAPH (d) OR UNDER THE FEDERAL ARBITRATION ACT).
- (h) You and we acknowledge and agree that the arbitration agreement set forth in this Arbitration Section is made pursuant to a transaction involving interstate commerce, and thus the Federal Arbitration Act will govern the interpretation and enforcement of this Arbitration Section. This Arbitration Section will survive the termination of these Terms.
- (i) In the event that a dispute does not proceed to arbitration, these Terms and all other aspects of your use of the Service will be governed by and construed in accordance with the laws of the United States and, to the extent applicable, to the laws of the State of New York, without regard to its conflict-of-laws principles. You agree that you will notify us in writing of any claim or dispute concerning or relating to the Service and the information or services provided through it, and give us a reasonable period of time to address it before bringing any legal action, either individually, as a class member or representative, or as a private attorney general, against us.

TERM AND TERMINATION

We reserve the right to discontinue offering the Service or to modify the Service at any time in our sole discretion and without notice. Notwithstanding anything contained in these Terms to the contrary, we may also, in our sole discretion, terminate or suspend your access to the Ad Platform and/or Site at any time. Following termination, all such terms that by their nature may survive termination of these Terms shall be deemed to survive such termination. If we do so, it is important to understand that you do not have a contractual or legal right to continue to use the Ad Platform and/or Site, for example, to place new Order Forms through the Ad Platform. Karta may refuse service to anyone, at any time, for any reason. If you or Karta terminate your account, you may lose any information associated with your account, including Your Content.

MISCELLANEOUS TERMS

Assignment

You may not delegate, transfer, or assign these Terms or any of your rights or obligations hereunder without Karta's prior written consent, and any such attempt will be of no effect. Karta may delegate, transfer, or assign these Terms or some or all of Karta's rights and obligations hereunder, in Karta's sole discretion, to any of our affiliates or subsidiaries or to any purchaser of any of Karta's business or assets associated with the Services, with thirty (30) days prior written notice.

Privacy

Please review Karta's Privacy Policy felix-store.com. By using the Ad Platform or visiting the Site, you are consenting to the Privacy Policy and agree to have your personal data transferred to and processed in the United States.

Governing Law; Venue and Jurisdiction

By accessing or using the Ad Platform or Site, you agree that the laws of the State of New York, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms.

Severability; Non-Waiver

Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.

Force Majeure

Neither Party shall be liable to the other by reason of failure or delay in the performance of its obligations hereunder on account of telecommunications, Internet or network failure or interruption, results of computer hacking, Acts of God, fires, storms, war, governmental action, labor conditions, earthquakes, natural disasters, or any other cause which is beyond the reasonable control of such Party.

Contact Us

The Site is operated and provided by Felix Store, Inc. If you have any questions about these Terms, please contact us at info@felix-store.com.