

IYK Terms of Service

Last Updated November 14, 2022

IYK GMI Inc. (“IYK”) operates a website, <https://iyk.app/>, (“IYK Website” or “IYK Platform”) that allows brands, artists, creators, or other end users of IYK (“End Users” or “You”) to bridge immersive digital and physical worlds through use of the IYK Platform and the offering, use, and implementation of the IYK Disk or IYK Tags (collectively the “IYK Services”).

End User’s access to the IYK Platform and use of the IYK Services is Subject to Your Agreement to these Terms of Services the IYK Privacy Policy, and to the extent applicable, the IYK Disc License Agreement (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the IYK Platform or IYK Services. By accessing or using the IYK Platform or Services, End User Agrees to be bound by the Agreement. This Agreement governs Your access to and use of the IYK Platform and Services, including all related tools, successor website(s), or applications thereto.

1. Modifications to this Agreement.

IYK may revise the Agreement at any time. Should any revisions be made, IYK will give notice to You by posting a notice regarding the revisions on the IYK Website, and the new revisions will be effective as of their posting. By accessing or using the IYK Platform or Services after such revisions are posted, You agree and consent to all such revisions.

2. IYK Platform Access.

IYK reserves the right without prior notice to discontinue any services or content available on the IYK Platform, or otherwise change specifications at any time without incurring any obligations to You or any other party.

To the extent you access the IYK Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply, and you are solely responsible for such charges and fees.

3. Fees and IYK Shop.

IYK offers access to the IYK Platform free of charge.

IYK also operates an online store (“IYK Shop”), which allows End Users to purchase IYK products from IYK. IYK collects payments from End Users who purchase from the IYK shop either through Stripe or Shopify, IYK’s third-party payment processors. When End Users select “Checkout” while on the IYK Shop webpage, End User will be redirected to a checkout page operated by third party Stripe or Shopify, where you will be prompted to enter your payment

information. When redirecting you to our payment provider checkout page, we will not warn You that You have left the IYK Platform and are now subject to the terms and conditions (including privacy policies) of another website. Stripe and Shopify are not under the control of IYK. IYK is not responsible for Stripe or Shopify.

IYK reserves the right to terminate access for any End User who fails to submit a valid payment method.

4. Privacy Policy.

Please refer to our Privacy Policy for information about how we collect, use and share information about You.

5. Ownership.

a. Ownership by IYK.

The (a) content on the IYK Platform, including without limitation the text, graphics, logos, button icons, images, video or audio clips, digital downloads, data compilations and software, is the property of IYK or its affiliates and (b) the compilation of all content on the IYK Platform, as well as the original arrangement, organization, design, formatting, trade dress, look and feel of the IYK Platform (collectively, “IYK Intellectual Property”) is the exclusive property of IYK or its respective affiliate. The IYK Intellectual Property is protected under applicable United States and international patent, copyright, trademark and other intellectual property laws.

Copyright © 2022 IYK. All rights reserved.

Graphics, logos, button icons, and service names appearing on the IYK Platform are the distinctive and protected trademarks, service marks, or trade names of IYK or its affiliates. The IYK Platform may contain various third-party names and marks that are the property of their respective owners.

Any unauthorized use of our marks or of our copyrighted material or trade dress or any other intellectual property is strictly prohibited and may be prosecuted to the fullest extent that the law provides.

b. Ownership of the End User Personal Information

All End User Personal Information shall belong to You and You maintain all right, title, and interest in and to the End User Personal Information. IYK does not own the End User Personal Information, and IYK’s use of the Personal Information is governed by IYK’s Privacy Policy.

6. End User Generated Content or Submissions.

Should You send IYK any feedback or data, such as ideas, comments, and suggestions or questions regarding the IYK Platform, such information will not be given confidential treatment, IYK will not have any obligation of any kind to You with respect to such information, IYK is the owner of all right, title and interest in any such information regarding the IYK Platform, and You agree to assign and hereby assign all such information to without charge. As the sole and exclusive owner of such postings, feedback and data, IYK will be free to reproduce, copy, use, disclose and distribute the information to others including without limitation incorporating Your posts, feedback or data (and any underlying or related ideas, concepts, techniques and know-how) into the IYK Platform, without compensation to You of any kind.

7. Notification of Copyright Infringement

IYK respects the intellectual property rights of others and expects End Users of the IYK Platform and Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law. We may, in appropriate circumstances and at our discretion, in addition to our other remedies, terminate, discontinue, suspend and/or restrict the account/profile or ability to access, visit, and/or use the Services for users who infringe the intellectual property rights of others, and we may choose to remove, delete, erase, or disable access to content deemed to be infringing.

a. Filing a Digital Millennium Copyright Act (“DMCA”) Notice

If you believe your copyrighted work has been used in a way that constitutes an infringement of your rights, please notify IYK’s designated copyright agent (“DMCA Notice”).

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, the DMCA (*see* 17 U.S.C. § 512(c)(3)) sets forth the specific requirement requirements for proper notification. Valid notification must be a written communication that includes all the following elements:

- Identify the specific copyrighted work that you believe has been infringed upon.
- Identify the Web page URL(s) within the Services containing the copyrighted work that you claim has been infringed, if any, and, if possible, the contact information for the person you believe responsible for the infringing act in connection with that work. Describe the Content on the page(s) you believe infringes upon the work identified, including whether the Content is an image (and describe it in detail) or written work (including the text of the copyrighted work).
- Provide your mailing address, telephone number and e-mail address. If you are submitting a notice on behalf of an entity, provide the entity’s name along with your job title, job position, or role with the entity.
- Provide the full legal name and physical or electronic signature of the person authorized to act on behalf of the owner of the copyright that is allegedly infringed.

- Include the good faith statement:

“I have a good faith belief that use of the materials described above as allegedly infringing is not authorized by the owner of the intellectual property rights therein, its agent or the law.”

- Include the accuracy under penalty of perjury statement:

“The information in this notice is accurate.”

“I state under penalty of perjury that I am the owner, or an agent authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

Deliver the DMCA Notice, with all the items completed to the Company’s Designated Copyright Agent:

Christopher Lee
490 West End Ave.
Apt. 10C
New York, NY 10024

Email Address, such as legal@iyk.app

Official DMCA Notices must provide all the information described above in order to be effective. If your DMCA Notice is ineffective, we may ignore it and have no obligation to remove the allegedly infringing content.

Please note that we may reproduce any legal notice we receive to send to a third party for publication and annotation, and we may post your notice in place of any removed Content.

Please be aware that if you knowingly materially misrepresent that material or activity is infringing your copyright, you may be held liable for damages (including costs and attorney’s fees) under Section 512(f) of the DMCA or similar laws in other countries.

b. Filing a Counter Notice

If you have received a notification that Content has been removed for a copyright complaint, it means the Content owner asked us to remove it. If you believe that the removal of the Content is a result of a mistake or misidentification, you can submit a counter-notice (“DMCA Counter-Notice”) to our designated copyright agent. Specific requirements for a proper counter-

notification are set forth in the DMCA (*see* 17 U.S.C. § 512(g)(3)). A valid counter-notification must be a written communication that includes all of the following elements: .

- Identification of material taken down.
- The Web page URL of the material before it was taken down.
- Provide your mailing address, telephone number and e-mail address. If you are filing a counter notice on behalf of an entity, provide the entity's name along with your job title, job position, or role with the entity.
- Provide your full legal name and physical or electronic signature.
- The following good-faith statement:

"I swear, UNDER PENALTY OF PERJURY, that I have a good-faith belief that the material was removed or disabled due to a mistake or misidentification of the material to be removed or disabled"

- A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which the Company may be found, and that you will accept service of process from the person who provided the original complaint.

Upon receipt of a valid DMCA Counter-Notice, we will forward it to the original complainant who submitted the DMCA Notice alleging copyright infringement. The original complainant will then have ten days to notify us that it has filed a lawsuit relating to the allegedly infringing material otherwise we will restore the removed material or cease disabling access to it.

There are legal and financial consequences for filing fraudulent or bad faith counter notices. Before submitting a counter notice, make sure you have a good faith belief that we removed the Content in error, and that you understand the repercussions of submitting a false claim. **Any person who knowingly materially misrepresents that material or activity is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us for any damages, including costs and attorneys' fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it.**

c. Repeat Infringer Policy

In accordance with the DMCA and other applicable law, IYK has adopted a policy of terminating, in appropriate circumstances and at IYK's sole discretion, End Users who are deemed to be repeat infringers. IYK may also at its sole discretion limit access to the Services of any End User who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

d. Removal of Content

IYK reserves the right to remove any Content allegedly infringes another person's copyright. All use or access of the Services is conducted with the knowledge that Content maybe subsequently removed from the IYK Platform as a consequence of a DMCA dispute. IYK shall now be liable to an End User whose Content was subsequently taken down by IYK pursuant to a valid DMCA Notice.

8. IYK Confidential Information.

All materials and information provided by IYK to You and identified at the time of disclosure as “Confidential” or bearing a similar legend, and all other information that You reasonably should have known was the Confidential Information of IYK, shall be considered Confidential Information; for the avoidance of doubt, information regarding the IYK Platform or Service, including the source code underlying the IYK Platform or Service, are Confidential Information of IYK. You shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third-party without the prior written consent of IYK. The obligations in this Section 9 shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by You independently from IYK’s Confidential Information, (iii) is disclosed to You by a third-party, who is not subject to any confidentiality obligations to IYK, without restriction, or (iv) was in Your lawful possession prior to the disclosure to the You and was not obtained by the You either directly or indirectly from IYK. At any time, upon IYK’s request, You shall return to IYK all of IYK’s Confidential Information in its possession, including, without limitation, all copies and extracts thereof.

9. Your License to Access the IYK Platform.

You may view, copy, print and use content contained on the IYK Platform solely for Your own personal use, provided that: (1) it is used for Your internal or personal purposes only; (2) no text, graphics or other content available from the IYK Platform is modified or framed in any way; and (3) no graphics available from the IYK Platform are used, copied or distributed separate from accompanying text. The use of any content for commercial purposes is expressly prohibited. Nothing in this Agreement is intended to, or may be construed as, conferring by implication, estoppel or otherwise any license or other grant of right to use any patent, copyright, trademark, service mark or other intellectual property of IYK or any third party, except as expressly provided in this section.

10. Prohibited Uses.

You shall not (and not allow any third party to) (a) use, copy, modify, adapt, combine, distribute, translate, reproduce, republish, disassemble, reverse engineer, decompile, mirror, frame, create derivative works based on, hyperlink, or transmit any of the content or materials of the IYK Platform or any component thereof, or use any other means to attempt to discover the source code, algorithms or trade secrets underlying the IYK Platform of Services (except and only to the

extent these restrictions are expressly prohibited by applicable law); (b) rent or sell use of or access to the IYK Platform or Services; (c) interfere with or disrupt the integrity or performance of the IYK Platform or Services or the data contained therein by (1) attempting to gain unauthorized access to the Services or its related systems or networks; or (2) knowingly, recklessly or negligently sending or storing any material containing any technical defects, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) take any action that imposes or may impose (in our sole determination) an unreasonable or a disproportionately large load on the IYK Platform or our infrastructure; (e) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the IYK Platform; (f) use the IYK Platform or Services in any way that is illegal, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable, as we may determine in our sole discretion; (g) interfere with or circumvent any feature of the IYK Platform or Service, including any security or access control mechanism; (h) use any of IYK's Confidential Information (as defined in Section 9 above) and Intellectual Property owned by IYK (as defined in Section 6(a) above) to create any service, software or other documentation that performs similar functionality, feature and graphic to that of the IYK Platform or Service; (i) not access or attempt to access information concerning (1) other End Users of IYK, (including, but not limited to, the username, password, account, or other security information from any other user) or (2) proprietary information of IYK; (j) permit third parties to access or use the IYK Platform or any content contained thereof except as set forth in this Agreement, unless otherwise expressly agreed to in writing by IYK; (k) violate the security of any computer network or crack any passwords or security encryption codes; (l) not harvest or collect information about others, including e-mail addresses; or (m) use the IYK Platform if prohibited by applicable law.

You agree to use the IYK Platform for lawful purposes only. You may not post or transmit through the IYK Platform any material (1) that violates or infringes in any way upon the rights of others, (2) that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, (3) that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or (4) that, without IYK express prior approval, contains advertising or any solicitation. Any conduct by You that, in our discretion, restricts or inhibits any other person from using or enjoying the IYK Platform will not be permitted.

You understand and agree that IYK may terminate or otherwise deny Your use of or access to the IYK Platform without notice in the event IYK believes that (1) You have violated a provision of this Agreement, (2) You have used or misused the IYK Platform in a manner that IYK has determined is unlawful, unethical or otherwise inappropriate, or (3) such action is reasonably necessary to protect a third party or IYK or if such action is otherwise required by law.

You acknowledge and agree (1) that Your use of or access to the IYK Platform is at Your own discretion and risk, (2) that use of any material, information or data downloaded or otherwise obtained through the use of or access to the IYK Platform is at Your own discretion and risk, and (3) that You are solely responsible for any damage to Your computer system for loss of data that

results from the download of such material, information or data, and for any other form of damage that may be incurred.

11. Third-Party Websites.

The IYK Platform may contain links to third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”). When You click on a link to a Third-Party Website or Third-Party Application, we will not warn You that You have left the IYK Platform and are now subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of IYK. IYK is not responsible for any Third-Party Websites or Third-Party Applications. IYK provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When You leave the IYK Platform, our Agreement and policies no longer govern. You should review applicable agreement and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation You feel necessary or appropriate before proceeding with any transaction with any third party.

12. No Endorsements.

Reference to any Third Party Websites or Third Party Applications, product, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by IYK. Any views expressed by third parties on the IYK Platform or through the IYK Services are solely the views of such third party and IYK assumes no responsibility for the accuracy or veracity of any statement made by such third party.

13. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY IYK, THE IYK PLATFORM, IYK SERVICES, AND IYK CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. IYK MAKES NO WARRANTY THAT THE IYK PLATFORM, SERVICES, OR IYK CONTENT A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. IYK DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE IYK PLATFORM AND SERVICES AND IYK CONTENT

CONTAINED THEREIN. IYK DOES NOT REPRESENT OR WARRANT THAT THE IYK CONTENT ON THE IYK PLATFORM SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE IYK PLATFORM. WHILE IYK ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE IYK PLATFORM AND CONTENT SAFE, IYK CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE IYK PLATFORM, SERVICES, AND CONTENT ARE MADE AVAILABLE THEREIN ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE. YOU ACKNOWLEDGE THAT USE OF THE INTERNET IS INHERENTLY UNRELIABLE AND IYK DOES NOT WARRANT THAT THE IYK PLATFORM OR SERVICES OR END USER'S ACCESS THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED, OR THAT THE IYK PLATFORM OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR YOUR USE OF THE IYK PLATFORM OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) END USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS TO APPLICATIONS; (D) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE IYK PLATFORM OR IYK SERVICE.

The IYK Platform may be unavailable from time to time due to mechanical, telecommunication, software, and third-party vendor failures. IYK cannot predict or control when such downtime may occur and cannot control the duration of such downtime. IYK is not responsible for any such failures.

No information from IYK in any manner will create any warranty as to the IYK Platform or IYK Services. If for any reason End User is not satisfied with the IYK Platform or Services, Your sole remedy is to cease using or accessing the IYK Platform or Services.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or

excluded by legitimate means.

14. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL IYK BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE IYK PLATFORM, IYK SERVICES OR THIRD-PARTY WEBSITES AND THIRD-PARTY APPLICATIONS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF IYK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE IYK PLATFORM, IYK SERVICES OR THIRD-PARTY WEBSITES AND THIRD-PARTY APPLICATIONS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF IYK ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE IYK PLATFORM AND SERVICES AND IYK CONTENT EXCEED FIVE HUNDRED U.S. DOLLARS (\$500).

15. Indemnification.

You agree to defend, indemnify and hold harmless IYK and its respective vendors, affiliates and their officers, directors, representatives, employees, consultants, and agents (“IYK Parties”) from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) Your use or misuse of the IYK Platform, IYK Services, or IYK Content IYK therein, (b) any feedback You provide, (c) Your violation of this Agreement, (d) Your violation of the rights of a third party, and (e) entry, use or dissemination of the User Data. You agree to promptly notify IYK of any third party Claims and cooperate with the IYK Parties in defending such Claims. You further agree that the IYK Parties shall have the right to participate in the defense of any such claim, subject to Your indemnification obligation.

16. Governing Law & Disputes.

This Agreement, Your access to and use of the IYK Platform shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflict of law rules or principles of the State of New York, or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of New York, and the United States, respectively, sitting in Manhattan, New York, New York.

Please read this “Arbitration and Class Action/Jury Trial Waiver” section carefully. It is an integral part of this Agreement and affects Your rights with respect to dispute resolution and the remedies You may have. It also contains a class action waiver.

For any dispute You may have with us, You agree to first contact us at help@iyk.app and to work with us in good faith to resolve the dispute informally. In the event we are not able to resolve Your dispute within sixty (60) calendar days after You brought it to our attention, You and we mutually agree to resolve any claim, dispute, or controversy (excluding claims that qualify for small claims court and claims for equitable relief, as provided below) arising out of or in connection with this Agreement or Your access or use of the IYK Platform (collectively, “Claims”) by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. Information about JAMS, including contact information, can be found at www.jamsadr.com.

The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any Claims relating to the interpretation, applicability, enforceability or formation of the Arbitration Section in this Agreement, including but not limited to any claim that all or any part of this Arbitration Section is void or voidable. The judgment of the arbitrator and the award of the arbitrator is final and binding on You and us.

The arbitration will be conducted in New York, New York, unless You and we agree otherwise. JAMS may require You to pay a fee for the initiation of Your case, unless You apply for and obtain a fee waiver from JAMS. The award rendered by the arbitrator may include Your costs of arbitration, Your reasonable attorney’s fees, and Your reasonable costs for expert and other witnesses.

All Claims must be brought in Your individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person’s Claims. You agree that, by agreeing to this Agreement, You and we are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

Nothing in this Arbitration Section will be deemed as preventing You or we from seeking equitable relief from the courts as necessary and applicable, nor for adjudicating a Claim in small claims court if that Claim qualifies so long as the Claim remains in such court and advanced only on an individual basis, not a class or representative basis.

17. Contact Us.

If You have any questions about this Agreement, please contact us at:

IYK GMI Inc.
490 West End Ave.
Apt. 10C
New York, NY 10024
Email address: help@iyk.app