

# Rodeo Logistics, LLC

## Terms of Use

Effective Date: December 6, 2022

### **I. Introduction**

**A.** These Terms of Use (“**Terms**”) are a legal contract between you (either you as an individual or the entity or organization on whose behalf you are entering into these terms and conditions) and Rodeo Logistics, LLC (together with its affiliates and parent, “**RoLo**,” “**we**,” “**our**,” or “**us**”) for the access to and use of our websites, which includes rodeologistics.co, entrytool.com, and openstalls.com and any text, media, documentation, pictures and other content provided through our websites (collectively, the “**Websites**”) and our mobile applications, including the Rodeo Entry Tool (collectively, the “**Mobile Apps**”). Your use of the Website and Mobile Apps (our “**Services**”) shall be at all times subject to these Terms and our privacy policy located at <https://www.rodeologistics.co/privacy-policy> (“**Privacy Policy**”). These Terms may be amended or updated from time to time. It is your sole responsibility to read and check these Terms prior to your use of the Services. These Terms shall apply to all such content and pages.

**B.** We may terminate your access to the Services at any time, including upon your violation of these Terms. These Terms and the Privacy Policy shall apply to our Services, including all Websites and Mobile Apps where these policies are posted. To the extent any of these Terms or the Privacy Policy conflict with any applicable end-user agreement applying to any Mobile Apps, these Terms and the Privacy Policy shall apply and the conflicting provision in the end-user agreement shall not be applicable.

**C.** BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, INDEMNITY AND LIMITATION OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES, AND PLEASE EXIT THE SERVICES NOW.

### **II. Authorized Users; Maintenance and Access**

**A.** The Services are intended only for use by authorized users who agree to the Terms. Further, the Services contains certain features and options that may present an opportunity for you to provide to us, or for us otherwise to obtain from you, confidential and non-public information. You are solely responsible for ensuring that any usernames and passwords created or issued in connection with the Services are known and used only by you. You will notify us promptly if you have reason to believe that your password or username has been lost, stolen, or compromised. Upon receipt of such notice, we may suspend your access to the Services until the issue is resolved.

**B.** We reserve the right to perform routine system updates and maintenance on the Services at any time, with or without notice to you. We reserve the right to terminate, suspend, or modify your access to the Services at any time, in whole or in part, in our sole discretion.

**C.** By accessing or otherwise using the Services: (i) you represent and warrant that you are legally entitled to enter into these Terms; (ii) you represent and warrant that you are at least 18 years old or, if a minor at least 13 years of age that a parent or legal guardian has validly consented to such use and agreed to the terms and condition hereof (and, you further acknowledge that your account, as a minor, must be managed and administered by your parent or legal guardian); (iii) you shall provide accurate, true, and current information as prompted during the account registration process and shall keep it current at all times; (iv) you shall not allow any other person or entity to access or use your account; (v) you shall comply with all state and local laws of each location in which you access or use the Services; (vi) you shall not share your password or any other login credentials with any other person or publicly disclose it; (vii) you acknowledge that, by accessing or using the Services, certain mobile carrier charges may apply, including SMS messaging charges and data charges; (viii) you shall not transmit worms, viruses or any code of a destructive nature to RoLo, other users, or the Services; (ix) you shall have no right to access data or content of other users of the Services, unless such access is authorized by RoLo; and (x) you shall not impersonate or pass yourself off as someone else, including as other RoLo users or employees of any RoLo affiliates or any of its parents, at any time or for any reason.

### **III. Prohibited Uses of the Services**

**A.** You may not use the Services for any commercial purposes. In addition, you agree not to use the Services in any way that violates any applicable federal, state, local, or international law or regulation. You further agree not to attempt to gain unauthorized access to, interfere with, damage, disrupt, or otherwise compromise in any way any parts of the Services or any server, computer, user, or database related to or connected with the Services.

**B.** When retrieving information from the Services, you are prohibited from (i) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser, (ii) aggregating, copying or duplicating any of the materials or information available from the Services except for the small amount of materials and information temporarily required for an ordinary single use of the Services, (iii) accessing data not intended for you, or (iv) accessing the Services for the purpose of benchmarking the Services or competing with RoLo or its affiliates.

### **IV. Shared Information and Content**

**A.** In addition to these Terms, your use of the Services is governed by RoLo's Privacy Policy, which is posted on the applicable Website or Mobile App and at <https://www.rodeologistics.co/privacy-policy>. We respect your privacy and the confidential nature of some of the information that may be provided by you or otherwise obtained by us in connection with your use of the Services. By providing personal information through the Services, you agree to the Privacy Policy. In addition, you agree that RoLo's collection, use and sharing of: (i) any personal information will be as set forth in the Privacy Policy, which may be amended by RoLo from time to time; and (ii) any information other than personal information shall not be restricted by the terms of the Privacy Policy. The Privacy Policy and any posted terms or guidelines or legal disclaimers on the Services are hereby incorporated by reference into these Terms. You agree that RoLo has unlimited rights to any information other than personal

information that you provide to RoLo and that RoLo may use such information in any way RoLo chooses. Such information will be deemed to be non-confidential.

**B.** The Services may allow you to upload, submit, or transmit postings, messages, text, files, images, graphics, photos, audio clips, sounds, video, or other materials, including such materials that may contain personally-identifiable information (collectively, the “**Content**”). By uploading or submitting such Content to or through the Services at any time, you agree that you shall be at all times solely responsible for all Content that you post, email, or otherwise make available through the Services, including all information provided to RoLo. By uploading or otherwise posting any Content on the Services, you expressly represent, warrant, and covenant that: (i) you own or otherwise have all necessary rights or permission, including but not limited to copyrights, to the Content you provide and the rights to use it as provided in these Terms; (ii) all information you provide is true, accurate, current, and complete, and does not violate these Terms; (iii) the Content will not cause injury to any person or entity; (iv) you shall not disparage, threaten, abuse, harm, impersonate or otherwise harass anyone; and (v) you shall be solely responsible for keeping a duplicate copy of all Content and RoLo does not accept any responsibility or liability for the loss of your Content

**C.** You agree not to upload, transmit, distribute, or otherwise publish in or on the Services any Content that is illegal or otherwise harmful, including, without limitation, Content that: (i) is hateful, libelous, defamatory, obscene, pornographic, abusive, unlawful, threatening or racially or ethnically offensive; (ii) represents a personal attack against or an invasion of the privacy of any individual; (iii) infringes, misappropriates or otherwise violates the intellectual property rights, including, but not limited to, copyrights and trademarks, of any person or entity; and/or (iv) advertises any goods or services or solicits any funds. RoLo may, at any time, refuse or remove any Content without notice to you. However, RoLo shall have no obligation to monitor Content, and you agree that neither RoLo nor its members, parents, subsidiaries, affiliates, employees, or agents will be liable for any loss or damage arising out of or relating to any Content or the uploading or submission of such Content to the Services.

**D.** By uploading or providing any Content, you grant to RoLo and its members, parents, subsidiaries, affiliates, and partners a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable, fully sub-licensable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of all Content, including your name, voice, and likeness in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your Content. The foregoing shall not, however, include any personally-identifiable information.

**E.** Except to the extent required by applicable law, RoLo is not responsible for any technical malfunctions or failures, interruptions, deletions, or defects of any telecommunication system or network, online system, data, computer equipment, servers, providers, or software that result in the loss of your Content.

## **V. Third-Party Websites**

The Services may contain links to third-party websites that are not owned or controlled by RoLo. RoLo has no control over, and assume no responsibility for, the content, privacy policies (if any), or practices of any third-party websites. RoLo makes no representation or warranty as to the security of links to other websites, nor does RoLo make any representation or warranty as to whether such links or such other websites are free of viruses or other forms of data corruption. In addition, RoLo cannot censor or edit the content of any third-party website. By using the Services, you expressly relieve RoLo from any and all liability arising from your use of any third-party website. If you choose to use any such third-party websites, you do so at your own risk. Accordingly, RoLo encourages you to be aware when you leave the Services and to read the terms and conditions and privacy policy of other websites that you visit.

## **VI. Fees**

**A.** You acknowledge that use of the Services may involve fees charged by RoLo or third parties (e.g., registration for nomination of a competition or entry for a competition). Pricing information displayed on the Services is subject to change. RoLo may increase or decrease fees as it deems necessary. In addition, RoLo has no control of fee adjustments made by third parties. All fees are final, non-refundable and shall be paid by you immediately when due. Except as expressly stated in these Terms or on the Services, RoLo has no obligation to provide refunds or credits, but may grant them, in each case in RoLo's sole discretion. As a user of the Services, you agree that you shall: (i) as a condition to requesting use of the Services, provide a valid credit card or other authorized payment method; and (ii) pay for all services that you request from the Services. All financial transactions conducted via the Services are made using one or more third-party payment processors. All such transactions are governed by the payment processors' respective terms and privacy policies, which we do not control. We encourage you to review their applicable terms and privacy policies before submitting your payment information. We do not process your credit card, debit card, or other payment information. This information is used solely for the purpose of allowing Users to sign up for and use certain features of the Services. You expressly authorize RoLo (via RoLo's third-party payment processors) to charge the payment method you provide for any services you request. Your selection of the "Confirm," "Accept" or similar button on the checkout page is your electronic signature and you agree that (a) this signature is the legal equivalent of your wet or manual signature and (b) this transaction is equivalent to an in-person transaction where your payment method is physically present.

**B.** Standard SMS and data fees may apply when accessing the Services from a mobile device. To opt out of SMS notification associated with the Services, please contact RoLo at support@rodeologistics.co.

## **VII. Indemnity**

BY ACCESSING AND USING THE SERVICES, YOU EXPRESSLY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS ROLO AND ITS MEMBERS, PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND AGENTS, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND REPRESENTATIVES OF ANY OF THE FOREGOING (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"), FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, DISPUTE, DAMAGE, COST, EXPENSE, OR LOSS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF

LITIGATION) ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY RELATED TO (I) YOUR VIOLATION OF THESE TERMS, (II) YOUR ACCESS OR USE OF THE SERVICES, (III) YOUR SUBMISSION OR TRANSMISSION OF ANY CONTENT TO OR THROUGH THE SERVICES, (IV) YOUR OR OUR ACCESS OR USE OF ANY CONTENT, OR (V) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER (INCLUDING INTELLECTUAL PROPERTY RIGHTS, PUBLICITY RIGHTS OR RIGHTS TO PRIVACY).

### **VIII. Intellectual Property Rights**

The Services and all content (including trademarks, trade dress, graphics, design, and images, but not including any Content), functionality, and features are subject to protection under the intellectual property laws of the United States and foreign jurisdictions. All trademarks, names, logos, slogans, and the like are the proprietary marks of the respective owners. You agree not to use any trademarks, content, graphics, or designs appearing on the Services in any way without express written consent from the respective owner(s). No reproduction of any part of the Services may be made or used except as expressly permitted herein. No other license or right is granted. You may not remove or alter any copyright or other legal notice from copies of materials from the Services. All rights are expressly reserved. Notwithstanding the foregoing, subject to your compliance with these Terms, you are authorized to view, store, print, reproduce, copy, and distribute any pages within the Services for non-commercial use within your organization only. All other rights are reserved. You may print off pages of the Services strictly for purposes of your personal use of (or considering use of) the Services; however if you do so, you agree that you do not acquire any ownership rights in any of that material. This right is non-transferable and non-sublicensable. You may not copy, distribute, transmit, publish, sell, transfer, create derivative works of, or otherwise exploit any such material that you print off. In consideration of this authorization, you agree that (a) any copy of these documents which you make shall retain all copyright and other proprietary notices contained in such documents and (b) these Terms are included with any distribution.

### **IX. Notices of Copyright Infringement**

**A.** We will respond to notices of alleged copyright infringement that comply with applicable law and this section of these Terms. In accordance with the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), if you believe any content accessible on the Services infringes your copyright, you may request removal of that content from the applicable Service by submitting written notice, with your physical or electronic signature, to our Copyright Agent designated below that includes the following information (the “**DMCA Notice**”):

1. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works;
2. Identification of the Content you believe to be infringing in a sufficiently precise manner to allow us to locate that Content;
3. Information by which we can contact you (including your name, postal address, telephone number and e-mail address);
4. A statement that you have a good faith belief that the use of the content is not authorized by the copyright owner, its agent or the law (e.g. is not a “fair use”);

5. A statement that the information in the written notice is accurate; and

6. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

**B.** DMCA Notices may be sent to support@rodeologistics.co. If you knowingly materially misrepresent that any Content on the Services is infringing any copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## **X. Disclaimers**

**A.** RoLo provides information through the Services. While RoLo has undertaken efforts to provide accurate information, it is not comprehensive and RoLo makes no commitment to update the information at any particular time, and the information on the Services may be out of date. Information on the Services may also be changed at any time without notice. As a result, the information may not be accurate, up to date or applicable to the circumstances of any particular case. In addition, photographs or images of products sold through the Services may not be completely representative of the physical appearance of such products. Any decisions you make based on information contained in the Services are solely your responsibility.

**B.** RoLo disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. This does not affect any warranties that cannot be excluded or limited under applicable law. We are not liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or items obtained through the Services or to your downloading of any material posted on it, or on any website linked to it.

**C.** Your use of the Services, their content and any items obtained through the Services is at your own risk. The Services, their content, information and any items obtained through the Services are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. We make no warranty or representation of any kind with respect to the completeness, security, reliability, quality, accuracy, functionality, features or availability of the Services. Without limiting the foregoing, neither RoLo nor anyone associated with RoLo represents or warrants that the Services, their content, or any items obtained through the Services will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our Services or the server that makes it available are free of viruses or other harmful components, or that the Services or any items obtained through the Services will otherwise meet your needs or expectations.

**D.** RoLo does not warrant, endorse, guarantee or assume responsibility for any product advertised or offered by a third-party through the Services, or any hyperlinked website or service, or featured in any banner or other advertising, and RoLo will not be a party to and is not responsible in any way for monitoring any transaction between you and third-party providers of products, including any independent contractor providing a service.

## **XI. Acknowledgement of Risk**

In consideration for being allowed to access the Services, any websites linked to it, any content on the Services or other such websites, or obtain items through the Services or other such websites, or attend or participate in any events, including present and future rodeo or similar events, through the Services, you acknowledge the risks associated with use of the Services and that rodeo or similar activities are inherently dangerous and expose event participants to serious and significant risks, including risks of personal injury, death and damage to property.

## **XII. Waiver, Release, and Assumption of Risk**

BEING FULLY AWARE OF ALL SUCH RISKS, IN CONSIDERATION OF BEING PERMITTED TO USE THE SERVICES, YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, KNOWINGLY ASSUME THE RISK OF SUCH USE AND DO HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE AND WAIVE ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, CAUSES OF ACTION OR LIABILITY OF ANY KIND WHATSOEVER – WHETHER KNOWN OR UNKNOWN; SUSPECTED OR CLAIMED; REAL, POTENTIAL OR HYPOTHETICAL; DISCLOSED OR UNDISCLOSED; EXISTING OR CONTINGENT; SOUNDING IN LAW, EQUITY OR OTHERWISE IN TORT, CONTRACT OR OTHERWISE – AGAINST ROLO AND EACH OF ITS PARENTS, AFFILIATES, PREDECESSORS AND SUCCESSORS AND EACH OF THE FOREGOING ENTITIES’ RESPECTIVE OFFICERS, DIRECTORS, OFFICIALS, AGENTS, MEMBERS, VOLUNTEERS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, INSURERS, OWNERS AND, IF APPLICABLE, LESSORS OF PREMISES USED TO CONDUCT EVENTS AND ANY RELATED ACTIVITIES WHEREVER CONDUCTED (COLLECTIVELY, THE “**RELEASEES**”) UNDER ANY LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH YOUR DIRECT OR INDIRECT USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, ANY ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES, OR ANY EVENTS, INCLUDING PRESENT AND FUTURE EVENTS, ENTERED OR ACCESSED THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS WITH RESPECT TO (I) GROSS NEGLIGENCE, NEGLIGENCE OR NEGLIGENCE PER SE (WHETHER SOLE, JOINT OR CONCURRENT) OF ANY RELEASEE, STRICT LIABILITY OR PREMISES LIABILITY; (II) PERSONAL INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE; (III) ACTS OF OTHER PARTICIPANTS IN OR ATTENDEES OR GUESTS AT ANY EVENT ENTERED OR ACCESSED THROUGH THE SERVICES OR ANY PERSONNEL AT THE EVENT VENUES; AND (IV) ANY OTHER RISKS OR HAZARDS ASSOCIATED WITH YOUR ATTENDANCE AT OR PARTICIPATION IN EVENTS ACCESSED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION THE GENERAL CONDITIONS OF THE VENUES OF THE EVENTS, EXPOSURE TO WILD OR DOMESTIC ANIMALS, EXPOSURE TO ANY ILLNESS OR DISEASE AND DRIVING OR RIDING IN ANY VEHICLE, WHETHER BELONGING TO A RELEASEE OR ANOTHER PERSON (COLLECTIVELY, THE “**RELEASED CLAIMS**”). WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT NO RELEASEE WILL BE LIABLE TO YOU, YOUR FAMILY OR YOUR GUESTS FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, MONETARY DAMAGE OR ANY OTHER CLAIM ARISING FROM OR RELATING TO YOUR USE OF THE

SERVICES OR PARTICIPATION IN, OR SUCH OTHER PERSON'S ATTENDANCE AT, EVENTS ENTERED OR ACCESSED THROUGH THE SERVICES.

**XIII. Indemnification.**

YOU, FOR YOURSELF AND ON BEHALF OF YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES WITH RESPECT TO ANY AND ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS), OBLIGATIONS, LIENS, LIABILITIES, ACTIONS AND CAUSES OF ACTION, THREATENED OR ACTUAL, THAT ANY ONE OF THE RELEASEES MAY SUFFER OR INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH: (I) YOUR ACCESS OR USE OF THE SERVICES; (II) YOUR BREACH OF THESE TERMS; (III) YOUR SUBMISSION OR TRANSMISSION OF ANY CONTENT TO OR THROUGH THE SERVICES; (IV) YOUR OR OUR ACCESS OR USE OF ANY CONTENT; (V) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER (INCLUDING INTELLECTUAL PROPERTY RIGHTS, PUBLICITY RIGHTS OR RIGHTS TO PRIVACY); (VI) YOUR PARTICIPATION IN ANY EVENT ACCESSED OR ENTERED THROUGH THE SERVICES; OR (VII) LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND, INCLUDING ATTORNEYS' FEES, IN ANY WAY CONNECTED WITH OR ARISING OUT OF A RELEASED CLAIM. THE FOREGOING INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

**XIV. Miscellaneous**

**A.** These Terms and the Privacy Policy contain the entire agreement between RoLo and you concerning your access and use of the Services, and these Terms supersede and replace any prior agreements between RoLo and you regarding use of the Services. These Terms may not be modified or superseded by RoLo's acceptance of any offer from you or any other person. Other than the RoLo, no other person or company will be third-party beneficiaries to the Terms.

**B.** If for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and the remainder of these Terms shall continue in full force and effect. No waiver by RoLo of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

**C.** This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Texas, without regard to any rules of conflict of laws that would require the application of the laws of a state other than Texas.



**D.** If there is any dispute, claim, question or disagreement concerning or relating to these Terms or the Services (a “**Dispute**”), you shall notify RoLo in writing to attempt to resolve such Dispute in good faith negotiations. For a period of 30 days following such notification, you and the RoLo shall use their best efforts to settle any such Dispute in these good faith negotiations, which shall be a condition precedent to either party initiating arbitration. You agree that any Dispute must be filed within one year after such Dispute first arises or it is forever barred. All Disputes, regardless of the grounds upon which such Dispute is brought, shall be settled by binding arbitration conducted by a single, independent arbitrator and administered by the American Arbitration Association Commercial Arbitration Rules and procedures then in effect, but excluding any rules or procedures governing or permitting class actions. By agreeing to arbitrate all Disputes, each party waives all rights to a trial by jury in any action or proceeding involving any Disputes. The arbitration shall take place in Travis County, Texas. You agree to submit to the personal jurisdiction of any federal or state court in Travis County, Texas, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator, and you waive any argument that such forum does not have personal jurisdiction, is not appropriate or is inconvenient. You further agree that all Disputes and causes of action arising out of or in connection with the Services shall be resolved individually without resort to any form of class action and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Dispute of any other party – the arbitrator shall have no authority to arbitrate any Dispute as a class action or in any other form other than on an individual basis. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

**E.** We may assign our rights or delegate our obligations under these Terms at any time. You may not assign or transfer your rights or obligations under these Terms without our prior written consent, which we may grant or refuse in our sole discretion.

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