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THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE SITE AND UNINSTALL THE APP FROM YOUR MOBILE DEVICE AND CEASE USING THE SERVICES.

We may, from time to time, without notice, update or revise the Terms of Service. If we update or revise the Terms of Service, we will notify you either by email to your most recently-provided e-mail address, or by posting the updated or revised Terms of Service on the Site. Your use of the Site following any such update or revision constitutes your agreement to follow and be bound by the Terms of Service as updated or revised. You can view the most current Terms of Service at any time by clicking on the Terms of Service link at the bottom of the Site's home page. It is your responsibility to review the Terms of Service periodically.

If you violate the Terms of Service, we may terminate any and all accounts you have established at the Site (your "Account(s)"). You acknowledge that the Company is not required to provide you notice before it so terminates your Account(s).

SITE AND APP CONTENTS.

You are on notice that all materials displayed or performed on the Site and on the App (including, but not limited to text, graphics, games, applications, news articles, photographs, images, illustrations, audio clips and video clips, collectively, the

"Content") may constitute our intellectual property and accordingly would be protected by copyright and/or trademark, pursuant to U.S. laws, international conventions, and other laws. The Site and the App and the Content may only be used in accordance with the Terms of Service. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (unless otherwise provided in the Terms of Service), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Site and through the App. You may access the Content, and other items displayed on the Site and on the App for personal use only. You shall not store any of the Content in any form from the Site and the App unless otherwise explicitly permitted on the Site and on the App. Downloading, copying or storing of any Content is expressly prohibited without the prior written permission from the Company, or from such other copyright holder as may be identified in such Content's copyright notice. Your use or access of the Site and the App does not grant you any rights in or to the intellectual property of the Company or any third-party.

You agree not to crack or attempt to crack the Site's flash (.SWF) files and the App's Swift (.swift) or Java files. You understand that all patterns, logarithms, algorithms, and data in the Site's flash files and the App's Swift (.swift) or Java files, and in the servers driving the flash, swift or java files, are Company's proprietary information and constitute "trade secret".

REGISTRATION.

When you finish the registration process, you officially become a Subscriber of pymetrics. Your membership allows you access to certain Content and Services on the Site and on the App. You are required to provide the Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Service, which may result in immediate termination of your Account(s).

Subscriber may not (i) select or use as a pymetrics User ID a name of another person with the intent to impersonate that person or (ii) use as a pymetrics User ID a name subject to any rights of a person other than Subscriber without appropriate authorization. The Company reserves the right to refuse registration of, or cancel a User

ID in its discretion. Also, Subscriber shall be solely responsible for maintaining the confidentiality of passwords to Subscriber's Account(s).

You are solely responsible for all activity on your Account(s) and for the security of your computer systems. You agree to indemnify and hold the Company harmless for any improper or illegal use of your Account(s), including but not limited to illegal or improper use by someone who has received permission to use your Account(s). Your Account(s) is / are subject to termination if you or anyone using your Account(s) violates the Terms of Service.

CONSENT TO RECEIVE EMAIL AND TEXT MESSAGES.

If you register to use the Site and Services or upload and install the App on a mobile device, you hereby consent to receive periodic newsletters and other types of email communications or text messages from Company, including customer service issues, new product offers and other matters. You may choose to opt out of certain newsletter and announcement email correspondence or text messages; however, Company reserves the right to email you or send you text messages at any time regarding issues related to your account and your use of the Site, the App, and Service.

LICENSE.

In consideration for your agreement to the Terms of Service, the Company grants you a personal, non-exclusive, non-sublicensable, non-transferable, revocable license to access and make personal use the Site or the App and related Content subject to the terms and conditions set forth in the Terms of Service or such other terms and conditions as may be set forth on the Site and the App.

SUBSCRIPTION FEES, PAYMENT AND TRIAL MEMBERSHIPS.

Some of the Services require payment of fees. Subscriber shall pay all applicable fees, as described on the Site or on the App in connection with such Services selected by Subscriber. The Company reserves the right to change its price list and to institute new charges at any time, upon ten (10) days prior notice to Subscriber, which may be sent by email or posted on the Site or on the App. Use of the Services by Subscriber following such notification constitutes Subscriber's acceptance of any new or increased charges or other changes. If any such new or increased charges or other changes are unacceptable to you, you may cancel your subscription at any time by accessing the

"Your Account" link on the site or the setting on the App. However, the Company is not obligated to refund any fees that have accrued to your Account(s) before the cancellation. Additionally, the Company will not prorate fees for any subscription.

Fees may be based on one-time or subscription payments as more fully described on the Site or on the App. You may pay the subscription fees with a valid credit card that is under your own name or that you are authorized to use for such purpose. Recurring subscription fees paid by credit card will automatically renew, unless you affirmatively cancel your subscription by prior to the beginning of the next applicable period for which the subscription corresponds. For each month that your subscription is active, you acknowledge and agree that the Company is authorized to charge the same credit card for the subscription fee. You agree to promptly notify the Company of any changes to your credit card while any subscriptions remain outstanding.

You are responsible for all applicable fees and charges incurred, including applicable taxes, and all subscriptions made by you or by anyone that has used your Account(s), including your family or friends.

From time to time, we may offer a free trial membership or other promotions. If you accept a free trial membership or a promotion, we will begin to bill your credit card at the conclusion of the free trial or according to the terms and conditions outlined in the promotion. If you do not wish to be charged, you should cancel your Account(s) prior to the end of the trial period or in accordance with the applicable promotion rules.

ACCESS TO THE SERVICES.

Subject to these Terms of Service, the Company may offer to provide certain Services as are selected by Subscriber through the process provided on the Site and the App, solely for Subscriber's own personal use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services the Company performs for Subscriber, as well as the offering of any content on the Site and on the App. The Company may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or content. The Company may also impose limits on certain features and Services or restrict Subscriber's access to parts or all of the Services without notice or liability.

SUBSCRIBER CERTIFIES TO THE COMPANY THAT, IF SUBSCRIBER IS AN INDIVIDUAL (I.E., NOT AN ENTITY), THAT SUBSCRIBER IS AT LEAST 18 YEARS

OF AGE. Subscriber also certifies that if Subscriber is an entity, all users of Subscriber's username and password are at least 18 years of age. Likewise, if Subscriber is an entity, you certify that you are authorized to establish an Account(s), access, and use the Site and the App and enter into and pay for any subscriptions on behalf of the Subscriber. You also certify that you are legally permitted to use the Services and access the Site and the App, and take full responsibility for the selection and use of the Services and access to the Site and the App. The Terms of Service are void where prohibited by law, and the right to access the Site, the App, and Services are revoked in such jurisdictions.

Subscriber shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Site, the App, or otherwise use the Services, including, without limitation, modems, hardware, software, internet service and long distance or local telephone service. Subscriber shall be solely responsible for ensuring that such equipment or ancillary services are compatible with the Services.

TERMINATION AND REFUND POLICY.

You may terminate the Services at any time via written notification by emailing us at help@pymetrics.com. Company may also terminate or suspend any and all Services and access to the Site and the App immediately, without prior notice or liability, if Subscriber breaches any of the terms or conditions of the Terms of Service. Any fees paid or accrued hereunder are non-refundable.

EFFECT OF TERMINATION.

Upon termination of the Subscriber's Account(s), Subscriber's right to use the Services, access the Site or the App, and any Content as provided in the Terms of Service will immediately cease. All provisions of the Terms of Service, which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, medical disclaimer, limitations of liability and miscellaneous.

LINKS TO OTHER WEB SITES AND SERVICES.

This Site or App may contain links to other websites or mobile application. The Company does not endorse these websites, is not responsible for them, and does not control the availability, accuracy, reliability, content, associated links, privacy and

security practices, resources, or services associated with a third party site or mobile application. You agree that Company shall not be liable for any loss or damage of any sort associated with your use of third party content. Links and access to these sites or mobile applications are provided for your convenience only and should you choose to access such other sites or mobile applications you acknowledge that you do so voluntarily and assume all risk.

RESTRICTIONS.

Subscriber is solely responsible for all of its activity in connection with the Services and accessing the Site and the App. Any fraudulent, abusive, illegal or otherwise inappropriate activity are grounds for termination of Subscriber's right to Services or to access the Site, or the App. Subscriber may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other Subscriber.

WARRANTY DISCLAIMER.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS AND/OR EMPLOYEES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, AND THE APP, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. USER AGREES THAT USE OF THE SITE AND THE APP AND SERVICES ARE AT HIS/HER/ITS OWN SOLE RISK AND THAT THE SERVICES, CONTENT, SITE, APP, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY MAINTAINS THE SITE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL HAVE ACCESS TO THE SITE OR THE APP. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. YOU AGREE THAT YOUR USE OF THE SITE AND APP AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD COMPANY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF (OR LOSS OF ACCESS TO OR LOSS OF USE OF) THE SITE, THE APP, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS, MOBILE DEVICES, OR DATA.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE NO RIGHT, BASED IN PROPERTY OR OTHERWISE, TO ANY DATA CREATED THROUGH OR GENERATED BY YOUR ACCESS TO OR USE OF THE SITE, THE APP AND/OR SERVICES. YOU ACKNOWLEDGE THERE IS A RISK OF DATA LOSS, INCLUDING CATASTROPHIC DISK FAILURE WHICH COULD RESULT IN A LOSS OF ALL DATA. YOU AGREE THAT YOU WILL NOT HOLD COMPANY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH LOSS.

WE CANNOT GUARANTEE THAT, BY PARTICIPATING IN OUR SYSTEM, YOU WILL RECEIVE A JOB OFFER OR INTERVIEW OR THAT YOUR CANDIDACY WILL BE CONSIDERED BY ANY OF OUR PARTICIPATING EMPLOYERS.

LIMITATION OF LIABILITY.

IN NO EVENT SHALL THE COMPANY OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS AND/OR EMPLOYEES BE LIABLE WITH RESPECT TO THE SITE OR THE APP OR THE SERVICES FOR (I) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY SUBSCRIBER THEREFOR; (II) LOST PROFITS, LOST DATA, OR FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION GOOD FAITH AND REASONABLE CARE ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE OR THE APP; OR (III) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. THE COMPANY DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH THE SITE OR THE APP AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU. YOU UNDERSTAND THAT THE SITE AND APP AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

LIQUIDATED DAMAGES.

You acknowledge and agree that it would be difficult to ascertain the exact amount of damages that Company would suffer as the result of the theft of Content, especially if

stolen Content is exploited for commercial use on a website or any other digital medium. Therefore, you agree that, in the event you steal, copy without authorization or otherwise misappropriate Content, Company is entitled to recover from you liquidated damages in the amount of five thousand (\$5,000.00) dollars per graphic or image, and twenty thousand (\$20,000.00) dollars per game, exercise, or application that is stolen, copied without authorization or otherwise misappropriated. You agree that this amount represents a reasonable, minimal, estimate of the damage that Company would suffer but does not in any way limit actual damages, if so pursued. ANY ACTION BY THE COMPANY TO ENFORCE THIS SECTION SHALL NOT BE DEEMED A WAIVER OF COMPANY'S RIGHT TO PURSUE, AT COMPANY'S SOLE DISCRETION, ANY AND ALL OTHER REMEDIES AVAILABLE TO IT UNDER THIS AGREEMENT OR BY LAW.

IRREPARABLE INJURY

You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third party rights by you would cause irreparable injury to Company and would therefore entitle Company to injunctive relief without any additional showing of irreparable injury or harm.

INDEMNITY.

Subscriber will indemnify and hold the Company, its parents, subsidiaries, affiliates, officers and/or employees, harmless, including by paying costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of Subscriber's access to the Site, the App, use of the Services, the violation of the Terms of Use by Subscriber, or the infringement by Subscriber, or any third party using the Subscriber's Account(s), of any intellectual property or other right of any person or entity.

MEDICAL DISCLAIMER.

The Company's products and services and other Content available on the Site and the App are not an attempt to practice medicine, provide a medical diagnosis, or provide specific medical advice. Use of this site does not establish a doctor-patient relationship. Any health information and links on the Site, whether provided by the Company or by contract from outside providers, is provided simply for your convenience. Additionally, the Site and the App may contain links to external websites or mobile applications. Please consult with your physician.

USE OF THE BLOG.

By posting a message, uploading a file, or engaging in any other form of communication via the blog or the Site or the App, you are granting the Company a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell any such plan, opportunity, messages, files or communications. You additionally agree to abide by the following rules in connection with your use of the blog area of the Site:

not to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others. not to impersonate any person or entity, including, for example, a Company employee or officer, a Site or an App leader, or falsely state or otherwise misrepresent your affiliation with a person or entity. not to post messages that contain material that is inappropriate, profane, defamatory, infringing, obscene, or indecent. This includes any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party. You agree to give attribution to others when you quote or paraphrase materials owned by others. not to upload files, or cause Subscribers to upload files, that contain viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of another's computer. not to conduct contests, distribute chain letters, or conduct "pyramid schemes" or "multi-level marketing schemes." not to violate any applicable local, state, national or international law in connection with your use of the blog area. If you suspect that anyone is violating the above rules, you may report your concerns to: help@pymetrics.com

PROHIBITED USES.

Without limitation to other prohibited uses specified elsewhere in this Agreement, you are prohibited from violating or attempting to violate any security features of the Site, or the App, or Service, including, without limitation,

(a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Services, the Site, the App, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site, to the App, or to the

Services, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site, or the App, or Services to send unsolicited e-mail or calls or text messages, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Services; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site, the App, or Services. Any violation of system or network security may subject you to significant civil and/or criminal liability.

PRIVACY POLICY.

The Company's Privacy Policy is hereby incorporated by reference into the Terms of Service. You can read the Privacy Policy by clicking **here**.

COPYRIGHT POLICY.

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You may not reproduce, retransmit, disseminate, sell, publish, broadcast, or circulate any information you obtain from the Site and from the App without the express written consent of the Company. You are entitled to use the information from the Site or the App only for your personal, non-commercial use.

SEVERABILITY; WAIVER

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and shall be limited or eliminated to the minimum extent necessary so that the Terms of Service shall otherwise remain in full force and effect and enforceable. The remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

REQUIREMENT OF ARBITRATION.

BY USING THE SITE THE APP OR SERVICES, OR DOWNLOADING CONTENT FROM OR REGISTERING FOR THE SERVICES, YOU THEREBY AGREE WITH COMPANY THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND COMPANY WILL RESOLVE ANY ARBITRAL CLAIM (AS DEFINED BELOW) BY BINDING ARBITRATION THROUGH THE JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") IN SAN FRANCISCO, CALIFORNIA.

AS USED IN THIS AGREEMENT, AN "ARBITRAL CLAIM" IS ANY CLAIM OR DISPUTE YOU HAVE AGAINST OR WITH THE COMPANY OR COMPANY INDEMNIFIED PARTIES, OR ANY CLAIM THE COMPANY HAS AGAINST OR WITH YOU, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SITE, THE APP, THE SERVICES OR ANY ADVERTISING RELATING TO THE SITE OR SERVICES, INCLUDING THE ENFORCEABILITY OF THIS AGREEMENT TO ARBITRATE, BUT SPECIFICALLY EXCLUDING: CLAIMS BY THE COMPANY TO ENFORCE ITS INTELLECTUAL PROPERTY RIGHTS AND/OR TO PREVENT OR REMEDY UNFAIR COMPETITION, MISAPPROPRIATION OF TRADE SECRETS, UNAUTHORIZED ACCESS, FRAUD OR COMPUTER FRAUD, AND/OR INDUSTRIAL ESPIONAGE.

MOREOVER, NEITHER PARTY IS PRECLUDED FROM SEEKING RELIEF IN A COURT LOCATED IN SAN FRANCISCO, CALIFORNIA, FOR PROVISIONAL REMEDIES, INCLUDING TEMPORARY RESTRAINING ORDERS, PRELIMINARY INJUNCTIONS, AND RECEIVERSHIPS, PENDING ARBITRATION OR COMPREHENSIVE LITIGATION, TO THE EXTENT AUTHORIZED ABOVE. BY USING OR DOWNLOADING CONTENT FROM OR REGISTERING FOR OR USING THE SITE, OR THE APP, OR SERVICES, YOU ARE FURTHER AGREEING WITH COMPANY THAT NEITHER YOU NOR THE COMPANY WILL JOIN ANY ARBITRAL CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER PROCEEDING; THAT NO ARBITRAL CLAIM WILL BE RESOLVED ON A CLASS-WIDE BASIS; AND THAT NEITHER YOU NOR THE COMPANY WILL ASSERT AN ARBITRAL CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE. BY USING OR DOWNLOADING CONTENT FROM OR REGISTERING FOR OR USING THE SITE, THE APP, OR SERVICES, YOU ALSO ARE AGREEING WITH THE COMPANY THAT YOU AND THE COMPANY HEREBY WAIVE THE RIGHT TO A JURY TRIAL FOR ANY ARBITRAL CLAIM. IF FOR ANY REASON THIS AGREEMENT TO ARBITRATE IS HELD NOT TO APPLY TO AN ARBITRAL CLAIM, WHETHER SUCH ARBITRAL CLAIM IS AGAINST YOU,

COMPANY OR A COMPANY INDEMNIFIED PARTY, BOTH YOU AND THE COMPANY STILL AGREE TO WAIVE TRIAL BY JURY FOR THAT ARBITRAL CLAIM.

MISCELLANEOUS.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). The Company may freely assign the Terms of Service. The Terms of Service shall be governed by and construed in accordance with the laws of the state of New York without regard to the conflict of laws provisions thereof.

You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in New York as the legal forum for any dispute arising out of the Terms of Service and/or or your access to or use of the Site or the App and not precluded as an Arbitral Claim.

Both parties agree that the Terms of Service are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of the Terms of Service, and that all modifications hereto must be in a writing signed by both parties, except as otherwise provided herein. If there is any conflict between the Terms of Service and any additional terms, conditions, and rules posted by the Company on the Site or on the App, the Company shall resolve the conflict in its sole discretion. No agency, partnership, joint venture, or employment is created as a result of the Terms of Service and you does not have any authority of any kind to bind Company in any respect whatsoever.

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