

Agent Terms of Service Agreement

Welcome to p3rson.com, a mobile app and website run by Acuna Fulgencio Group LLC and p3rson, Inc. in the state of New York. You agree to follow federal labor laws like the National Labor Relations Act (NLRA), the Fair Labor Standards Act (FLSA), and the Occupational Safety and Health Act (OSHA) when you use our service or access it.

Please read this agreement carefully and make sure you fully understand it before you access, download, use, buy, or subscribe to p3rson.com or its services. By accessing or using the service, you show that you have read this agreement, understand it, and agree to follow its terms. If you do not agree with the terms of this agreement, you must immediately cease using the service.

You also agree that P3rson.com can collect and use your information the way its privacy policies say it can. This agreement includes the terms of the privacy statement, and you agree that p3rson.com can use and share your information according to those terms.

P3rson.com can change this agreement whenever it wants, based on what it thinks is best. These modifications will be communicated as outlined in the agreement.

By using the service, you have made a legally binding agreement with Acuna Fulgencio Group LLC and p3rson.com. According to the laws of the State of New York, any part of this agreement is legally binding and can be enforced.

If you have any questions or concerns, please email us at info@p3rson.com.

1. **Make use of our services.**

By using our service, you agree to comply with the following terms of service.

1. **Compliance with Federal and New York State Labor Laws:** You agree to follow all federal and New York State labor laws, such as the National Labor Relations Act (NLRA), the Fair Labor Standards Act (FLSA), and the Occupational Safety and Health Act (OSHA).
2. **Anti-Discrimination:** You agree not to treat people unfairly or harass them because of their race, color, religion, sex, national origin, age, disability, or membership in any other group that federal or state law protects.
3. **Wages and Hours:** You agree to follow all FLSA and New York State wage and hour laws, including those about the minimum wage, overtime, and keeping records.
4. **Safety and Health:** You agree to follow all OSHA and New York State safety and health rules for the workplace. This includes keeping the workplace safe and healthy, giving the right training and safety gear, and reporting accidents and injuries.

5. Collective Bargaining: You know and agree that the National Labor Relations Act (NLRA) gives you the right to bargain with your employer as a group and to work together to help and protect each other.
6. Termination and Punishment: You agree that your job can be ended at any time for any legal reason, as long as it doesn't break federal or New York State labor laws.
7. Dispute Resolution: You agree to settle any disagreements that come up with your job or are related to it in accordance with federal and New York State labor laws, such as the National Labor Relations Act, the Fair Labor Standards Act, and the Occupational Safety and Health Act.

By using our service, you agree that you have read and understood these terms of service and that you will follow all federal and New York State labor laws.

Welcome to p3rson.com, a mobile app and website run by Acuna Fulgencio Group LLC and p3rson, Inc. in the state of New York. Our services let agents, scouts, and other professionals in the industry look at each other's profiles and get in touch with potential talent. By using our services, you acknowledge that p3rson.com and p3rson have no control over what agencies, models, scouts, industry professionals, and third-party partners do with your information, as detailed in our privacy policies. You further agree to hold harmless Acuna Fulgencio Group LLC, P3rson, Inc., and p3rson.com for any actions taken by models, agents, influencers, agencies, scouts, or third-party partners.

Please be aware that agencies, agents, scouts, industry professionals, and third-party partners may contact you in different ways and that you may have to pay extra fees. You acknowledge that p3rson.com is not an agency, agent, influencer, or scout, and it does not guarantee that an agency or scout will contact you or be interested in you. Instead, we give you a platform that lets you track your metrics in real time and makes it easy for the modeling, fashion, entertainment, and print industries to access your data. We are not a modeling or employment agency, and we have no plans to hire you, make you our legal representative, or form a legal partnership or joint venture with you.

You cannot make promises on behalf of Acuna Fulgencio Group LLC, P3rson Inc., or p3rson.com unless these terms of service explicitly state that you can. In the state of New York, these terms of service are legally binding, and any disputes that come up because of them or because of how you use our services will be handled according to federal and New York State labor laws. Any such disputes shall be subject to the exclusive jurisdiction of the courts of the State of New York.

We advise that you print and keep a copy of these terms of service for your records. If you have any questions or concerns about these terms of service or our services, please contact us at info@p3rson.com.

By using our services, you have made a legally binding agreement with Acuna Fulgencio Group LLC and p3rson.com. Any part of these terms of service will be legally binding and enforceable according to the laws of the State of New York.

1. **eligibility**

To be able to use our service, you must agree to the following terms and conditions, which include the requirements for getting a license as a model and talent agent in the state of New York:

People who want to work as talent agents in the state of New York must get a license from the New York Department of Labor. The requirements for obtaining a license as a model and talent agent include:

- **Age:** The applicant must be at least 18 years of age.
- **Character and reputation:** The applicant must have a good character and reputation.
- **Experience:** The applicant must have at least two years of experience in a related field, such as casting, production, advertising, or working for a model or talent agency.
- **Bonding:** The applicant must post a bond in the amount of \$10,000 to guarantee their compliance with the law.
- **Education:** The applicant must have completed high school or its equivalent.
- **Application and fee:** The person who wants to apply must fill out an application form and pay a \$400 fee that isn't refundable.
- **Background check:** The applicant must submit to a criminal background check.

Once they are licensed, model and talent agents must follow New York State law. This means that they must give all models and performers a written contract with details about the services, fees, and commissions. Agents for models and performers must also keep records of all contracts and financial transactions.

By using our service, you agree that you have read and understood these terms and are legally able to sign a contract with Acuna Fulgencio Group LLC, P3rson, Inc., and p3rson.com. You also agree to follow all laws, rules, and regulations in your city, state, country, and around the world.

This agreement will be legally binding and enforceable according to the laws of the State of New York, and each part of it will be read and understood in the same way. If you do not agree, you may not use the service in any capacity.

By using the service, you agree that you have read, understood, and will follow these rules. This agreement includes the terms set out in the privacy policies of p3rson.com, which explain how your information will be collected and used.

P3rson.com reserves the right to modify this agreement at any time, and it has the right to do so. We will notify you of any changes as outlined in the following paragraphs.

You agree to the terms of service that Acuna Fulgencio Group LLC and p3rson.com have established when you use the p3rson iOS app or its website. These terms of service govern your use of the P3rson platform.

If you have a problem with these terms of service or how you use our services, it will be handled according to federal and New York State labor laws. Any such disputes shall be subject to the exclusive jurisdiction of the courts of the State of New York.

We strongly recommend that you print out a copy of this agreement and store it safely for your own reference. You can obtain a copy of this agreement by sending an email to info@p3rson.com or by sending an email to p3rson.com. Both of these email addresses are listed in the "Contact Us" section of this website.

By using the service, you have made an agreement with Acuna Fulgencio Group LLC and p3rson.com that is legally binding. Any part of this agreement that is enforceable by law must follow the rules of the State of New York.

Any person who is under the age of 13 is not permitted to access or use the service, and doing so is considered a violation of the terms of this agreement.

1. P3rson.com offers agent accounts.

Individuals who want to work as talent agents on p3rson.com must meet certain requirements and follow all labor laws, whether they live in New York State or another state or country. Specifically, the New York Department of Labor requires a license for anyone who wants to work as a talent agent in New York, including those who use p3rson.com to provide their services.

In order to create an account on p3rson.com and use our services, you must meet the eligibility requirements set forth by all labor laws, whether you live in New York State or another state or country. In particular, the New York Department of Labor must grant a license to anyone who wants to work as a talent agent in New York. To obtain a license, an applicant must meet the following requirements:

- Age: The applicant must be at least 18 years of age.
- Character and reputation: The applicant must have a good character and reputation.
- Experience: The applicant must have at least two years of experience in a related field, such as casting, production, advertising, or working for a model or talent agency.
- Bonding: The applicant must post a bond in the amount of \$10,000 to guarantee their compliance with the law.
- Education: The applicant must have completed high school or its equivalent.
- Application and fee: The person who wants to apply must fill out an application form and pay a \$400 fee that isn't refundable.

- Background check: The applicant must submit to a criminal background check.

Once they have a license, model and talent agents must follow all federal and state labor laws. This includes giving all models and performers a written contract that spells out the services to be done, fees, and commissions. Agents for models and performers must also keep records of all contracts and financial transactions.

By making an account on p3rson.com, you agree that you meet these requirements and are legally allowed to sign a contract with Acuna Fulgencio Group LLC, P3rson, Inc., and p3rson.com. You also have to follow all local, state, national, and international rules and laws.

It is strictly prohibited to utilize another user's account without their express permission. When completing a form, you must provide accurate and complete information. We may provide different account types based on the demographics of our users. You are the only one responsible for anything that happens on your account, and you must keep your password secret. We recommend that you use "strong" passwords, which are made up of letters, numbers, and special characters. If someone got into your account or is using it without your permission, you need to tell Acuna Fulgencio Group LLC, P3rson, Inc., and P3rson.com right away. If a third party gets into your account without your permission, Acuna Fulgencio Group LLC, P3rson, Inc., and P3rson.com are not responsible for any losses.

You can customize your user profile and how you interact with the service by making changes to your settings on the settings page. By giving your email address to Acuna Fulgencio Group LLC, P3rson, Inc., and P3rson.com, you agree to get all service-related correspondence, including any legally required notices, by email instead of through the mail. We may also send you other messages to the email address you gave us, such as changes to features or special offers. On the settings page, you can choose not to get these emails or change how you want to get them. Please be aware that if you choose to unsubscribe, you may no longer get updates, improvements, or offers.

By making an account on p3rson.com and using our services, you agree that you have read, understood, and will follow these terms. These terms include those set out in the privacy policies of p3rson.com, which explain how your information will be collected and used. You also agree that Acuna Fulgencio Group LLC, P3rson, Inc., and P3rson.com can change this agreement whenever they want. Also, if you want to work as a model or talent agent in the state of New York, you need a license from the New York Department of Labor. State law says that you need this license, and if you don't get it, you're breaking the law. In New York State, to get a license as a model and talent agent, you have to be at least 18 years old, have a good character and reputation, have at least two years of experience in model and talent agencies or a related field, put up a \$10,000 bond to make sure you follow the law, have finished high school or the equivalent, submit to a criminal background check, fill out an application form, and pay a fee. Once they are licensed, model and talent agents must follow New York State law. This meaning that they must give all models and performers a written contract with details about the services, fees, and commissions. Agents for models and performers must also keep records of all contracts and financial transactions. Before you can use the p3rson.com service as a model

or talent agent in New York State, you must get a license from the New York Department of Labor.

By making an account and using the p3rson.com service, you confirm that you have read, understood, and agreed to these terms of service, which include the requirements for being a model and talent agent in New York State. You promise to follow all local, state, national, and international laws, rules, and regulations, including those governing model and talent agency licensing in New York State. If you do not agree with any part of these terms of service, you may not use the p3rson.com service in any way.

This agreement is legally binding and enforceable according to the laws of the State of New York, and each part of it will be read and understood in the same way. By using the p3rson.com service, you agree that you have read and understood these terms of service and that you will follow all federal, state, and local laws, rules, and regulations, including those about model and talent agency licensing in New York State.

P3rson.com can change this agreement whenever it wants, based on what it thinks is best. Any modifications to this agreement will be communicated in accordance with the procedures set out in the next paragraph.

When you use the p3rson.com service, you agree to receive emails and push notifications from Acuna Fulgencio Group LLC, P3rson, Inc., and p3rson.com. These messages may include notices and updates about the service, as well as ads for products, features, and upcoming events. You can stop getting these ads at any time by changing your settings on the p3rson.com website or mobile app.

If you have any questions or concerns about these terms of service, please contact us at info@p3rson.com.

1. **subscriptions**

Acuna Fulgencio Group LLC, p3rson, Inc., and p3rson.com offer a service that account holders can use for free or by paying a subscription fee.

- We are thrilled to announce the launch of our Agent Certified plan on p3rson.com. This plan not only gives you the ability to store important job-related digital files and data, but it also awards you with a "certified" badge that notifies everyone else on the platform that You are a legal entity and have a business license, thereby establishing your credibility as a model and talent agent in your state. You have the ability to share your information

with an infinite number of users on p3rson.com when you subscribe to this plan. These users can include scouts, agencies, agents, and influencers.

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- You are required to subscribe to the Agent Certified plan in order to finish the verification process and earn the "certified" badge. Part of this procedure is giving evidence that your business is properly licensed. Once confirmed, you will be allowed to put the emblem on your profile to let people know that you are a legal entity that has been checked out and found to be legitimate. In addition, the P3 that you produce will be valid for three days, giving you plenty of opportunity to demonstrate your skills and preferences about casting.
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- Please be aware that in order for your photos to be considered, they must either be taken using the camera on your phone and free of any filters, or they must be uploaded from your picture library. Verified digital assets will have a time-to-live policy of three days. After that, the assets will be considered to have run out of time. The digital music in P3 packages is checked to make sure it is safe and real. This gives you confidence that your work will be presented in the best possible light.
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- As a subscriber, you are the owner of the rights to the digital content available to subscribers, and anyone—including agents and agencies—may not share it without your consent. During the three days that these snapshots are up, agents can get in touch with you to show interest in future opportunities. Your profile information is only shared with agents within three days of submission. After the 3-day period commences (i.e., when you initially submit), only these agents will be able to view your profile. Your images will be marked as expired at the conclusion of the 3-day period. Even if the 3-day expiration period is in effect, our most recent digitals will always be freely available, allowing you to take new digitals so that all agencies, agents, and scouts with access to the P3rson.com and network databases can view your most recent photographs. This allows agencies and scouts to whom you have submitted your profile, as well as those to whom you have not submitted your profile, to review it and contact you. Throughout this time period, you will continue to receive offers and promotions from Acuncio Fulgencio Group LLC, p3rson.com, and its third-party partners. p3rson.com will notify you when your 3-day digital snapshot expires, and you can choose to take new, fresh photographs to keep your profile up-to-date and keep being able to talk to the right agents, agencies, and influencers for your premium subscription.
- All member agencies, scouts, models, and talent can view your profile, send you notifications, and communicate with you through the subscription-based P3rson.com and in-app starter-plan services. Users of P3rson.com can modify their profiles. Your profile, photos, and media can be edited for P3rson.com subscriptions, notifications, and modeling promotions that are active. You can change your profile, which has your As long as your subscriptions to p3rson.com and premium services are still active, you will

be able to access your personal information. Your profile can be edited to include personal information, photos, etc.

- Also, p3rson.com and the premium services have a function for setting up appointments. This lets you store and track your own appointments, log your contents, and look at the employment history of any freelance modeling jobs you find on your own.
- You are required to notify us as soon as possible once you have been "signed" by a member agency of p3rson.com or the network. This will allow us to transfer your account to P3rson.com's influencer service. Please remember that all actions performed by P3rson.com users are their sole responsibility. p3rson.com, Acuna Fulgencio Group LLC, and p3rson, Inc.
- By using our service, you agree that all information and content on p3rson.com, including but not limited to digital files, images, and employment-related data, is protected by intellectual property laws and belongs to its owners. You agree not to use the content or information illegally or in a manner that violates the rights of third parties. You also agree to protect p3rson.com, Acuna Fulgencio Group LLC, and p3rson, Inc. from any claims, damages, or liabilities that come from your use of our service and to pay for any such claims made against p3rson.com.
- Our service may be modified or discontinued at any time and without prior notice. Moreover, we reserve the right to modify these terms and conditions at any time, with your continued use of our service constituting your acceptance of the revised terms.
- We are grateful for your decision to subscribe to p3rson.com. We anticipate advancing your modeling career by putting you in touch with agencies, agents, influencers, and scouts.

1. trials

On occasion, we may offer limited-time free trials of our premium service. The website p3rson.com has the right to decide if you are eligible for a trial and to cancel or change a trial at

any time without giving you notice or being responsible for it. See the section on "billing" below for information on "trials" and "trial premiums."

1. agreement to the terms and rules of the service

By using the website p3rson.com, you show that you agree to the following rules about what is not allowed:

You agree not to participate in any of the following prohibited activities: (i) giving the public access to any part of the service in any way, such as by "scraping," "copying," "distributing," or making it available in some other way; (ii) transmitting spam, chain letters, or other unsolicited electronic mail; (iii) sending spam, chain letters, or other unsolicited electronic mail; and (iv) using "robots," "spiders," "offline readers," etc., to access the service in a manner that sends more request messages to the p3rson.com and servers than a human can reasonably produce in the same period of time by using

P3rson.com, its services, or any part of them can be changed, added to, or stopped at any time, for any reason, and you won't get any money for it. We reserve the right to utilize this privilege. We reserve the right to make these changes, additions, or stops without warning if we need to follow the law, protect or enforce legal rights, or respond to or end an emergency situation. We reserve the right to cut off your access to the service or temporarily suspend it at any time and for any reason, including if, in our sole opinion, you've broken any part of this agreement or if there's no reason. If we proceed, you will not be informed, and we will bear no responsibility. No matter what happened to end this relationship, you will still have to follow the rules of this agreement.

If we make major changes to the premium services that (a) limit the features you can use on those premium services and (b) are mandatory (i.e., you don't have to update the website or software for them to take effect), you can cancel your account within ten (10) days of those changes and get a pro-rated refund for any money you've already paid. We reserve the right to charge fees for access to all or portions of the p3rson.com website and services at any time and to modify such pricing at any time, provided that the cost of any premium services that you have already paid for will not be affected by any price changes. We reserve the right to either: (i) check the p3rson.com website and mobile apps for violations of these terms and conditions; or (ii) take the steps needed to fix violations or meet legal obligations.

You are the only one who can control and keep track of your interactions with other members and users of p3rson.com. We may, but are not required to, keep an eye on arguments between you and other users. P3rson.com is not responsible for how you interact with other users or what they do or don't do.

laws and remains the property of its owners as long as you use p3rson.com. You know and agree that all content and information on p3rson.com, including but not limited to digital files, images, and job-related information, is protected by intellectual property laws and stays the property of its owners as long as you use p3rson.com. This security measure applies to all data and content on p3rson.com. You agree that you won't use the material or information for illegal purposes or in a way that breaks the rights of a third party, and you agree to follow this rule. Additionally, you agree to hold p3rson.com harmless and indemnify it.

1. community guidelines

The following rules cover how you can use the p3rson.com website and services, especially the parts where you can upload videos, photos, music, comments, and other information (all of which are called "user content"). You agree and acknowledge that p3rson.com does not own the user content you create and that you will continue to own any user content you create in the future. You do, however, give p3rson.com an unlimited license to use your user content as long as they follow our privacy policy and the privacy settings you've chosen for your account. When you share user content through the service, you agree to be bound by the terms of this agreement by letting other users see, change, or share your user content based on your preferences and the terms of this agreement. On p3rson.com, any content made and shared by users can be deleted, but this is not required. You agree not to post any use agreement that may increase the risk of harm, loss, injury, or damage to you, another person, or an animal; that seeks to exploit children or may be or contribute to a crime or tort; that contains illegal, harmful, abusive, offensive, or otherwise objectionable information or content; that violates any law, contract, or fiduciary relationship; that contains false or outdated information; or that infringes any patent, trademark, or other intellectual property right.

You also agree not to use the website and services of p3rson.com to harass, abuse, defame, threaten, or defraud other users, or to violate their privacy or other rights. You won't put anything that could be offensive, pornographic, or dangerous on your personal profile pages on p3rson.com. You won't lie about the source, identity, or content of data sent through p3rson.com and the services it offers. You won't change how the service works in any way, and you won't

get rid of or get around any of its security measures. In the same way, you won't publish, store, communicate, transmit, or share any information or content that is offensive, defamatory, slanderous, false, or inappropriate on purpose, or that breaks a third party's patent, trademark, trade secret, copyright, or other rights.

By publishing user-generated content, you affirm, represent, and guarantee that you have written permission from every person whose name or likeness appears in the user-generated content to use that person's name or likeness and that each of those people has released you from any liability that may come from such use. You also agree that your user content and how p3rson.com uses it as part of the service won't break any laws or the rights of third parties, such as intellectual property or privacy rights. P3rson.com can use your user-generated content without paying any guild fees, residuals, payments, fees, or royalties that are due because of a collective bargaining agreement or for any other reason. You agree that P3rson.com is not responsible for any user content that you, another user, or a third party uploads, sends, or makes available in any other way through the service. You also agree that the company is not liable for anything related to user content. You are the only one who is responsible for the effects of posting, publishing, sharing, or otherwise making your user content available in any other way on the service, and you agree that we are just a passive way for your user content to be shared and published online. means that you are the only one who is responsible for what happens when you post, publish, share, or do anything else with your user content on the service.

You agree that you are the only one responsible for how you use the p3rson.com website and the services it offers, as well as how other users act when you share information with them or interact with them in other ways. P3rson.com doesn't do any kind of background check, whether it's for criminal activity or something else. P3rson.com and its services are given to you "as is" without any kind of express or implied warranty. This means that the information users give on the website is not checked to make sure it is correct or for health reasons. As much as the law lets them, P3rson.com doesn't offer any warranties, either explicit or implied. This includes, but is not limited to, any implied warranties of merchantability or fitness for a particular purpose. p3rson.com makes no guarantee that the service will be uninterrupted or error-free, that defects will be fixed, or that the service or the server(s) that make it available are free of viruses or other harmful components. In addition, p3rson.com does not guarantee that the service or the servers that make it accessible are free of viruses or other potentially destructive components. P3rson.com doesn't make any claims, promises, or guarantees about how accurate or complete the information on the site is. P3rson.com is not responsible for any mistakes, omissions, or results that may come from using this information. If you decide to rely on any of the service's information, you do so at your own risk and are solely responsible for how you use the service.

You agree to protect, defend, and hold p3rson.com and its affiliates, officers, agents, partners, and employees harmless from any claim, demand, liability, or damage, including reasonable attorney fees, that comes from your use of the service, your user content, or your breaking of these terms. You also agree to indemnify p3rson.com from any claim, demand, liability, or damage that a third party may bring against p3rson.com.

The laws of the State of New York will be used to interpret and enforce this agreement, except for the parts that deal with conflicts of law. You and p3rson.com have agreed to submit to the personal jurisdiction of a state court located in New York City, New York, or the United States District Court for the Southern District of New York for all proceedings not subject to arbitration.

Any claim based on or related to this agreement or the service must be made within one year of the cause of action; otherwise, the claim or cause of action is gone for good. If the claim or cause of action is brought more than one year after the cause of action arises, the claim or cause of action is barred.

If a part of this agreement is found to be invalid, illegal, or unenforceable for any reason, the other parts will still be valid and enforceable.

This agreement is the only one you and p3rson.com have about how to use the service. It replaces any other agreements you and p3rson.com have made about the service. Any modification to this agreement must be in writing and signed by a p3rson.com representative who has the authority to do so.

The headings in this agreement are just for ease of use and have nothing to do with the legal or contractual obligations of the parties.

You can't give this agreement or any rights or duties that come from it to someone else without p3rson.com's written permission first. Without your written permission, p3rson.com can't give this agreement or any of its rights or obligations to a third party.

It's possible that both U.S. export laws and export or import laws in other nations regulate this service. You agree to follow all international and national laws that apply to the service, including

U.S. export control laws, and not use the service for anything illegal. This includes, but is not limited to, the design, development, production, or manufacture of nuclear, missile, chemical, or biological weapons.

This agreement is not meant to make you and p3rson.com business partners, start a joint venture, or give you a job.

By using the service, you agree that you have read the terms and conditions of this agreement, that you understand them, and that you will follow them. If you don't agree to all of the terms and conditions in this agreement, you can't use the service.

1. user content license grant; email content license grant

When a user posts or makes user-generated content available through the service, they give p3rson.com a royalty-free, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, change, publish, list information about, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works from the content.

The user gives p3rson.com a royalty-free, transferable, permanent, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, list information about, edit, translate, distribute, and make derivative works from all email content and metadata in connection with the service and p3rson.com. This license lets p3rson.com use, copy, change, edit, translate, list information about, and share the work. In addition, the user represents and certifies that they are authorized to provide p3rson.com with this license and that they own all necessary rights to do so.

mobile software

1. software for mobile devices P3rson.com may provide software ("Mobile Software") for accessing the Service via mobile devices. To use the mobile software, you must have a mobile device that is compatible with it. P3rson.com doesn't promise that the mobile software will work with your mobile device, and you agree to pay for everything that goes wrong.

You can now get a license from P3rson.com to use a copy of the mobile software's compiled code on one mobile device you own or rent for personal use. This license is non-exclusive, non-transferable, and revocable at any time at P3rson.com's discretion. You can't change,

disassemble, decompile, reverse-engineer, rent, lease, loan, resell, give away, sublicense, distribute, or give away the mobile software in any other way. You can't take away, get around, disable, damage, or mess with any of the security features in the mobile software, nor can you make copies of them.

P3rson.com may sometimes release updated versions of the mobile software, and you agree that P3rson.com can electronically update the version of the mobile software. If there is an open source or third-party license agreement, the terms of that agreement apply to any third-party code that may be used in the mobile software. This license agreement permits the use of such code.

This license is not for the sale of the mobile software or any copies of it. The mobile software and all copies of it belong to P3rson.com, P3rson Inc., and any third-party partners or suppliers. You can't give someone else any of your rights, responsibilities, or liabilities under this agreement unless the agreement says so.

DFAR Section 227.7202 and DFAR Part 12.212, which talk about "commercial computer software" and "commercial computer software documentation," apply if the mobile software is bought for the US government. When the US government buys mobile software, these parts apply. Unless the terms of service say otherwise, the US government can't use, copy, release, perform, show, or talk about the service or any related documentation.

US export laws and rules apply to mobile software, so some countries, people, and groups that aren't allowed to get US exports can't get the mobile software. Also, the mobile software might have to follow the rules of other countries for importing and exporting.

You agree that US and international laws govern your use of P3rson.com's mobile software and services.

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- Any mobile software you buy from the iTunes Store (called "iTunes-sourced software") is subject to the following terms and conditions:
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- You acknowledge and agree that this agreement is solely between you and p3rson.com and not Apple. Apple is not responsible for the iTunes-sourced software or its content.

You agree to comply with the App Store's terms of service when using iTunes-sourced software.

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- Apple is not required to offer support or maintenance services for software that was bought through iTunes. You can let Apple know if the software you bought through iTunes doesn't meet any warranty requirements, and Apple will give you a refund for the cost of the iTunes-bought software. Apple has no other warranty obligations for software that comes from iTunes or for any other claims, losses, liabilities, damages, costs, or expenses that come from a guarantee not being met.
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- You agree that Apple is not responsible for addressing any claims you or any third party may make about the iTunes-sourced software or your possession and/or use of the iTunes-sourced software. This includes, but is not limited to, claims of product liability, claims that the iTunes-sourced software doesn't meet any applicable legal or regulatory requirement, and claims made under consumer protection or similar laws. You and p3rson.com agree that Apple and its subsidiaries are third-party beneficiaries of this agreement when it comes to your license of the iTunes-sourced software. Once you agree to the terms and conditions of this agreement, Apple will have the right (and be considered to have accepted the right) to enforce this agreement against you as a third party in relation to your license of iTunes-sourced software. This can only happen if you agree to the terms and conditions of this agreement.
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- You understand that this license is non-transferable and that you may only use the iTunes-sourced software on Apple-branded products that run the iOS operating system. You also agree that Apple and Apple's subsidiaries are third-party beneficiaries of this agreement. Once you accept the terms and conditions of this agreement, Apple will have the right (and will be considered to have accepted the right) to enforce this agreement against you as a third-party beneficiary.
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- You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist-supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
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- You agree to follow all third-party terms of agreement when you use software that comes from iTunes. In the event of any conflict between this agreement and any third-party terms of agreement, the terms of this agreement will govern.
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- If you have any questions, complaints, or claims with respect to the iTunes-sourced software, please contact P3rson.com at info@p3rson.com.
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1. **Our proprietary rights** You also consent to our using the idea without additional notification or disclosure to third parties. You also agree that we can use the idea without telling you again or telling anyone else about it. P3rson.com does not forfeit any rights to use ideas that are similar to or related to yours that we already have, that our employees have created, or that came from somewhere else. You acknowledge that p3rson.com may, in the future, use "future" or "relate ideas."

Related domains to p3rson.com:

You agree to the following terms of service (the "Agreement") when you use p3rson.com and related sites. This Agreement is a legal agreement between you and p3rson.com, which is a made-up company that only exists to offer the Service. the Service. This Agreement is a legal agreement between you and p3rson.com, which is a made-up company that only exists to offer the Service. All users of the service in the state of New York are told lies.

Ownership of service data You agree that you can't change the data, information, or other content that the service gives you. **The Education Service** This includes the party's reputation and status properties, which are licensed under the terms of this agreement and can be used or not at the party's own risk and choice.

You understand that you do not own the account through which you access the Service and have no rights to or access to the data stored by or on behalf of p3rson.com and its servers. This includes any data representing or embodying any of your p3rson.com properties.

Use of Service Data and Information:

You agree that p3rson.com has the right to manage, control, and use the information stored on its servers however it wants. You further acknowledge that you have no rights to the data stored on p3rson.com's servers, and this data is the sole property of p3rson.com.

Payment and Third-Party Processing:

By signing up for the service, you give p3rson.com permission to get new or updated card numbers and expiration dates. your credit or debit card. Your payment terms will depend on how you choose to pay, and they may be set by an agreement between your bank and the credit card company or another provider of your chosen payment method. You agree that third parties, such as Alphabet, Inc. (Google) through the Google Play Store or Apple through the App Store, may handle your payments for premium services. If you have your payments processed by a third party, there may be extra terms and restrictions that apply.

Liability Disclaimer:

You agree that p3rson.com has the right to manage, control, and use the information stored on its servers however it wants. based on or related to your use of the service, including any data or information that the service gives you.

Governing Law and Jurisdiction:

The laws of the State of New York will govern and interpret this agreement as well as any disputes that arise from it or have anything to do with it. Any choice of law or conflict of law rules or provisions will not apply. Any legal action or proceeding based on or related to this Agreement must be brought only in the state or federal courts in the State of New York, and you agree to the personal jurisdiction and venue of these courts.

Agreement in Its Entirety: This agreement is the only agreement between you and p3rson.com about the subject matter of this agreement. It replaces any other agreements or understandings, written or verbal, about that subject matter.

This Agreement constitutes the entire agreement between you and p3rson.com. It replaces any other agreements or understandings, whether they were written or spoken, about the same subject.

You agree to abide by this agreement by using the service. If you do not agree to the terms of this agreement, do not use the service.

- **b. Trial premiums:**

- As part of a limited-time free trial, you may be able to use the premium services. When you sign up for a trial, you might be asked to put in information about your debit or credit card. If you do not cancel your trial before the conclusion of the trial period, your trial may be converted into a paid subscription to p3rson.com's premium service, and your credit or debit card may be charged the subscription fee that was in effect at the time your trial first began. Trial premiums are not available to users who have already subscribed to premium services or who have gotten a free trial in the past but canceled it before paying for premium services.
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- **c. transactions and discount coupon codes** We reserve the right to fix inaccuracies at any time without prior notice (which may include updating information on the website and services or alerting you of the error and providing you with the opportunity to cancel your transaction), as well as the right to update information at any time. Requests to cancel specific orders will be handled according to our sole and unfettered discretion, which may include approval or denial. All sales are final. P3rson.com may, at any time and at their sole discretion, give certain promotional coupons (also known as "promo codes") for the purpose of providing customers with discounts. The promotional codes cannot be given away or exchanged for cash or credit, nor can they be applied to transactions that have already been made. There is no other option but cash. In addition, discount coupons cannot be combined with any other offer or promotional discount, and they must be redeemed within the announced deadline if one is offered. It is not possible to recover lost promotional codes. Just one coupon code may be used for a purchase by each individual client. Promotional codes are not valid in locations where they are not allowed. p3rson.com reserves the right to cancel or change any promotional program at any time and for any reason.
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- **No Refunds:** We're sorry to tell you that we don't give refunds for using our services. Also, if you use our services and have a dispute or take legal action, the laws of the State of New York will apply.
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- It is important to note that the service requires a verification process that costs us money to review and certify or deny users, especially if they do not have a business license. When you apply, a verification check will be done. If you are approved, you will be able to use the site. However, please be aware that the verification process is non-refundable.
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- We take compliance with New York State law very seriously, and any users who are found to be in violation of these laws will have their accounts suspended or terminated immediately. We want all of our users to read and follow our Terms and Conditions, Privacy Policy, and other rules.
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- Thank you for your understanding, and don't be afraid to get in touch with us if you have any more questions or concerns.

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- **Account Suspension or Termination:** If your account or this agreement is suspended or terminated, you will not be able to get a refund or exchange for any p3rson.com property, including any unused time on a subscription, license or subscription fees, content or data related to your account, or any other related item. It's important to know that this rule is in line with the laws of the state of New York and that it applies to all license or subscription fees for the service, no matter how much they cost.
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- **Exception for EU Residents:** If you live in the European Union (EU) or the European Economic Area (EEA), or if the laws in your country allow refunds, and you ask for a refund within 14 days of the date of the transaction, we may make an exception and refund the fees you paid for premium services. This only applies if you make the request within fourteen days of the date of the transaction, and this will be the only time that we make any exceptions.
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- **Cancellation Policy for Residents of Certain States:** If you live in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, or Wisconsin, you can cancel your account for premium services at any time before midnight on the third business day after you bought them. This cancellation policy does not apply to Sundays or other days of the week when businesses are not normally open. As a direct result of this cancellation, you won't have to pay anything and you won't have to keep any promises.
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- **Refund for Deceased Subscribers:** If you die before the end of your subscription period and you lived in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, or Wisconsin at the time of your death, your estate will be able to get a refund of the part of any payment you made for your subscription that was for the time after your death. This refund will be based on how many days you still had left on your subscription after the date you died. This rule only comes into play if you die before the end of your subscription period.
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- **Refunds for Disabled Subscribers:** If you live in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, or Wisconsin and become disabled to the point where you can't use our services before the end of your subscription period, you may be able to get a refund for the part of your payment that covers the time after your disability. To get a refund, you have to let the company know in writing that you have a disability. Please note that this provision is subject to the fullest extent of New York law and any other applicable state laws.

- **Canceling Certified Agent Plan Services:** If you apply for our premium services but later decide you don't want them, you must cancel your subscription through Apple, Google, or another third-party payment processor. This is regardless of whether you downloaded our apps and website through Apple's App Store or Google's Play Store. Please contact us if you have any questions or concerns about our refund policy or your account.
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- Please keep in mind that this agreement is governed by the labor laws and rules of the State of New York, and any disputes that may come up will be settled by the State of New York's laws. If you become disabled and can't use our services before the end of your subscription period and you live in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, or Wisconsin, you may be able to get a refund of the part of your payment that covers the time after your disability if you let us know in writing.
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- The Commercial Arbitration Rules of the American Arbitration Association will be used to settle any disagreements about this deal. Any arbitration will be held in New York, New York, and will be conducted in English. Only the state and federal courts in the County of New York and the State of New York will be able to hear the case. In such an arbitration, the party that wins will be able to get back its reasonable attorney fees and costs.
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- This agreement is the only one between you and p3rson.com. It replaces all other communications and proposals, whether verbal, written, or electronic, between you and p3rson.com, whether made before or after this agreement. As a New York company, we abide by all state and federal laws and regulations applicable to our business.
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- **d. Possibility of Loss:** Please be aware that a third-party logistics partner, rather than P3rson.com or our service, will handle the transportation and delivery of any items purchased through the service. This partner is not associated with or controlled by any of these entities. The risk of loss for these products will be passed on to you as soon as the items in issue have been delivered to the carrier by p3rson.com, the carrier, or our supplier (depending on which of these events occurs first), whichever of these events occurs first. It is essential to keep in mind that p3rson.com will not be responsible for any damage or loss that may occur during the shipping or delivery of these products, regardless of how they were packaged. To ensure that you are aware of all of your rights and duties with respect to these items, it is highly recommended that you read over the terms and conditions that are supplied by our third-party logistics partner about the shipment and delivery of the products.

- **f. Information about financial transactions and obligations:** Whether making a purchase, conducting a transaction, or otherwise engaging in a monetary exchange with the service, it is critical that all of the information you supply be correct, comprehensive, and up-to-date. This includes all information provided in conjunction with the service. You are responsible for paying any and all charges that were incurred by other people when they used your credit card, debit card, or any other payment method in connection with a purchase or transaction on the service. This includes any and all interest, fees, or other costs that were associated with the transaction, such as a late payment penalty. You are also accountable for the payment of any taxes that are relevant to the purchases, transactions, or other monetary exchanges that take place. When you make a purchase from us, we may ask for your billing information, and we retain the right to use this information to determine the amount of sales tax that you are responsible for paying. Additionally, we ask that you take note of the fact that if you have subscribed to our service by making an in-app purchase on an Apple device, your subscription will automatically renew at the conclusion of each subscription period, and it is your responsibility to cancel the subscription through Apple in order to avoid being charged. If you have any questions regarding this matter, please contact us. It is important to note that if you purchased our service through the app on an Apple device, your membership will be automatically renewed at the end of each subscription period. It is your duty to ensure that your membership has been canceled through Apple so that you are not charged for another month. Failing to do so may result in you being charged. Please be aware that, in the event that you fail to do so, p3rson.com will not be liable for any fees or charges that you may accrue. As a result, it is essential that you monitor the status of your subscriptions and terminate any memberships for which you have decided that you do not intend to continue receiving content.
- **Payments: According to the terms of this agreement, P3rson.com has to give you the money that is owed to you.** In any such arbitration, the party that wins will be able to get back its reasonable attorney fees and costs, unless the parties agree otherwise in a written document. The payment method must be one that you select during initial service registration or one that you select later and then update as the service is approved. You are responsible for ensuring that the service has access to the correct information. Only in months in which you have an outstanding debt of at least \$50 will you be eligible to receive payments. Those are the only months in which you will get payments. Interest will begin to accumulate on unpaid accounts as of the beginning of the following month, provided that the total amount that is owed is at least \$50. P3rson.com maintains the right to withhold payment or charge back to your account any sums that are otherwise due to us in accordance with this agreement or any monies owing to any breach of this agreement by you, pending P3rson.com's reasonable investigation of such a breach. P3rson.com reserves the right to withhold payment on or charge back to your account any sums that are otherwise due to us under this agreement or any monies owing to any breach of this agreement by you. This right is in addition to the right to charge back amounts, including refunds issued by credit card

companies, and will continue to be exercised up until the time when the issue has been satisfactorily settled. You are solely accountable for providing proper payment and contact information in connection with your account and ensuring that it is kept up-to-date at all times, including information that is pertinent to any applicable taxes. If P3rson.com is required to obtain tax information and you do not provide this information after we have requested it, we reserve the right to withhold your payments until you either provide this information or otherwise satisfy us that you are not a person or entity from whom we are required to obtain tax information. You are responsible for paying any taxes or fees that a government agency might charge you because you used the service.

- In the event that you have a dispute regarding any payment made in accordance with this agreement, you are required to give written notice to P3rson.com within thirty (30) days of such payment or when you claim such payment would have been due, whichever comes first. If you fail to inform P3rson.com, you will be considered to have waived any claim you may have had about such disputed payments, even if the payment in question was not challenged by either party. The data that can be found on P3rson.com will be used as the sole basis for determining how much money should be distributed. P3rson.com isn't required to take into account any extra measurements or statistics, and this agreement doesn't give you any rights to an audit.
- P3rson.com is not required to take into account any other measurements or statistics, and we reserve the right to withhold taxes and other fees from payments that are due to you if the law requires us to do so. P3rson.com has the right to hold back payments or charge back to your account any money that is due to us under this agreement or any money you owe because you broke this agreement. You agree to hold P3rson.com harmless from any claims, losses, liabilities, damages, and expenses, including attorney's fees, that come from your use of the service. This agreement is the only agreement between you and P3rson.com. It replaces any other negotiations, talks, or agreements that you and P3rson.com may have had in the past or at the same time.
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- **h. New York residents.** The provider of services is identified in this agreement. If you are a New York resident, you have the right to file complaints with the New York State Department of State, Division of Consumer Protection. You may file a complaint by calling (518) 474-8583, by emailing consumerprotection@dos.ny.gov, or by writing to the New York State Department of State, Division of Consumer Protection, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231.

1. **No professional advice**

If the service gives professional information, like medical, legal, or financial information, that information is just for your information and should not be taken as professional advice. No action should be taken based on any information contained in the service. You should get professional advice from a licensed and/or qualified person in the area or specialty in question.

text messaging

You may opt to receive certain Person.com notifications or information via text messaging. You may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges.

1. **privacy**

According to the rules of the state of New York, our company does everything it can to keep our customers' personal information safe. When you use our services, you agree to the terms of our privacy policy, which say that we can collect, use, and share information about you that can be used to identify you as well as aggregate statistics. You also agree that you can choose not to have your personally identifiable information collected, used, or shared at any time. You also agree that any information about you that can be used to identify you can be collected, used, sent to, and processed in the United States.

Our company won't be responsible if someone gets into, uses, or shares your personal information without your permission. When you use our services, you agree to our privacy statement and give your permission for us to collect, use, and share your personally identifiable information and aggregate statistics in the ways we describe. You also agree that you can always choose not to let your personally identifiable information be collected, used, or shared, making sure it stays private, as well as not telling anyone else about your account information. Taking these steps can help prevent unauthorized access to your information.

By using our services, you agree to release and hold harmless our company, its affiliates, employees, agents, and successors from any and all claims, demands, and damages that, according to our privacy policy, come from or are related to how we collect, use, transfer, or process information that can be used to find you. By using our services, you also agree to keep us safe from any claims, demands, or damages that come from or are related to how your personally identifiable information is collected, used, transferred, or processed. The laws of the state of New York will make sure that this agreement to let each other off the hook and pay for damages is legal and binding.

1. security

P3rson.com, which is based in New York State and adheres to its laws, places a high value on the security and privacy of the personal information you provide. We can't promise, though, that unauthorized third parties will never be able to get around our security measures or use the personal information you give us in a bad way. By giving us your personal information, you agree and acknowledge that you are responsible for all the risks and liabilities that come with it.

As a user of our services, you are the only one responsible for keeping your password and account secret and stopping anyone else from getting into your account without your permission. You agree to tell P3rson.com right away if someone else uses your account without your permission or if there are any other security problems. If someone else uses your password or account, whether you know about it or not, p3rson.com won't be responsible for any losses, damages, liabilities, expenses, or attorney fees you might have to pay as a result. This includes any costs you have to pay because of what the other person did.

You agree to let p3rson.com, its affiliates, employees, agents, and successors off the hook for any claims, demands, or damages that come from how your personal information is used or shared. This includes any security breach or unauthorized access to your account.

1. **DMCA Notice**

P3rson.com is committed to respecting the intellectual property rights of artists and content owners. It does this by following the laws of New York State. Therefore, we are required to act in response to DMCA-compliant reports of suspected infringement. If you think that your copyrighted work has been copied in a way that violates your rights and is available on our service, you must contact our copyright agent at p3rson.com. The DMCA says that you have to give the following information for your complaint to be valid:

- The identity of the copyrighted work that you allege has been infringed upon
- a physical or electronic signature of someone who is allowed to act on behalf of the copyright owner.
- a list of the content that is said to be infringing and where it is located on the service
- Information that makes it possible for p3rson.com to contact you, such as your address, phone number, and email address
- A statement that you have a good faith belief that the copyright owner, its agent, or the law does not allow the material to be used in the way that is being complained about
- A statement made under penalty of perjury that the information provided above is accurate

You must send all of the aforementioned information to the following DMCA agent:

Attn: DMCA Notification

P3rson.com

348 West 57th Street, Suite 257

New York, New York 10019

Email: info@p3rson.com

Telephone: +1 (347) 855-3124

Please keep in mind that knowingly making false claims that content on the internet violates your intellectual property rights can lead to charges of perjury and civil penalties, such as paying money damages, court costs, and attorneys' fees. It is important to know that the goal of this process is to let p3rson.com and its affiliates know that the item you sent them violated their copyright. The above information is not meant to be legal advice. Instead, it is meant to make sure that p3rson.com follows its rights and responsibilities under the DMCA, including 17 U.S.C. 512(c). We strongly suggest that you talk to a lawyer to find out what your rights and responsibilities are under the DMCA and any other laws that apply to you.

P3rson.com has put in place a policy that could lead to users' accounts being closed if they are found to have done this before. This policy is in accordance with the DMCA and other applicable laws. P3rson.com has the right to limit users' access to the service and/or close their accounts if they violate the intellectual property rights of others, no matter how often the violation happens.

1. Third-party links and information

P3rson.com, which is a New York State-based company, might link to content on the service that belongs to a third party and is not under its or its affiliates' ownership or control. But P3rson.com doesn't support or take responsibility for any of these third-party sites, information, materials, products, or services, and it doesn't make any promises or warranties about them either. By accessing a third-party website or service from the service or sharing your user content on or through any third-party website or service, you do so at your own risk, and you understand that this agreement and P3rson.com's and P3rson's iOS app's privacy policy do not apply to your use of such sites.

If you access a third-party website or service from the service, please note that you do so at your own risk. You understand and agree that p3rson.com may send user content to third-party websites or third-party applications through application protocol interfaces built and maintained by those third-party websites or third-party applications when you connect to p3rson.com and its services through third-party applications (also called "third-party applications"). This occurs

when you connect to p3rson.com and its services via third-party applications. P3rson.com is not responsible for anything that might happen if you use a website, service, or piece of content from a third party. This includes, but is not limited to, user-generated content.

We strongly suggest that you read and understand the terms of service and privacy policies of any third-party websites or apps you use. Also, your interactions with and participation in promotions of advertisers on the service, such as payment and delivery of goods, as well as any other terms (such as warranties), are between you and those advertisers. This includes everything from the terms of the warranty to the delivery of goods. You agree that p3rson.com is not responsible for any kind of loss or damage that might happen because of your dealings with these advertisers.

P3rson.com, the company that runs it, and its licensees have the right to show ads and other things next to your content. You are not entitled to any compensation for such advertisements. It's possible that the amount and type of advertising could change without you being told or having to do anything about it.

This release and hold harmless agreement will be binding and enforceable under the laws of New York State. This release and hold harmless agreement will be binding and enforceable under the laws of New York State. P3rson.com may also, at its own discretion, limit, suspend, or end your use of the service or your account, or remove and trash any user content you've posted, for any reason, including, but not limited to, breaking this agreement or p3rson.com's rules. P3rson.com won't be responsible for any loss, damage, or harm that happens because you used a third-party website, service, or content, or because you talked to an advertiser on the service.

You also understand and agree that p3rson.com has the right to change or stop the service (or any part of it) temporarily or permanently, with or without notice. You agree that p3rson.com shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the service.

P3rson.com may also, at its own discretion, limit, suspend, or end your use of the service or your account, or remove and trash any user content you've posted, for any reason, such as, but not limited to, breaking this agreement or p3rson.com's rules. You agree that p3rson.com is not responsible to you or anyone else if your access to the service is limited, suspended, or ended, or if any user content you post is taken down.

You agree to release and hold harmless p3rson.com, its affiliates, employees, agents, and successors from any and all claims, demands, and damages that come from or are related to your use of any third-party websites, services, or content; your interactions with advertisers on the service; and any change, suspension, or end of the service, including any limitation. You may be asked to stop using the service or have your account closed. Content may also be taken away. This release and hold harmless agreement will be binding and enforceable under the laws of New York State, i.e.,

1. No warranty

The service is provided "as is" and "as available." Use of the service is at your own risk. As much as the law allows, the service is given without any kind of express or implied warranty. This includes, but isn't limited to, implied warranties of merchantability, fitness for a specific purpose, and non-infringement. No advice or information, oral or written, that you get from p3rson.com, the website, or the service that isn't already in this document will make you eligible for any warranty that isn't already in this document. Without limiting what has already been said, p3rson.com, its subsidiaries, affiliates, and licensors do not guarantee that the content is accurate, reliable, or correct; that the service will meet your needs; that the service will be available at any time or place, uninterrupted or secure; that any problems or mistakes will be fixed; or that the service is free of viruses or other harmful components. Any content you download or get in any other way through the service is done at your own risk, and you are solely responsible for any damage to your computer or mobile device or loss of data that comes from a download or your use of the service. You take on all of the risks associated with the quality, reliability, and performance of the service when you use it.

p3rson.com will not be a part of or watch over any transaction between you and a third-party provider of goods or services advertised or offered through the p3rson.com service or any linked website or service.

Some states, provinces, and other places can't get out of or put limits on certain implied warranties because of federal law. This means that the above exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights that vary from state to state. The disclaimers and exceptions in this agreement won't apply where the law says they can't.

1. limitation of liability

Liability

P3rson.com, its affiliates, agents, directors, employees, suppliers, or licensors are not responsible for indirect, punitive, incidental, special, consequential, or exemplary damages. This includes, but is not limited to, damages for loss of profits, business, reputation, goodwill, use, data, or other intangible losses that come from or are related to the use of or inability to use this service. This exclusion applies to the greatest extent permissible by applicable law. Under no circumstances will P3rson.com be responsible for any damage, loss, or harm that happens as a direct or indirect result of hacking, tampering, or any other form of unauthorized access to or use of the service, your account, or the information that is in them.

As far as the law allows, P3rson.com is not responsible or liable for: (i) errors, mistakes, or inaccuracies in the content, as well as the loss of your data; (ii) personal injury or property damage of any kind caused by your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or personal information stored on them; and (iv) any loss of data. P3rson.com, its affiliates, agents, directors, employees, suppliers, or licensors are not responsible for any claims, proceedings, liabilities, obligations, damages, losses, or costs

that are more than the amount you paid to P3rson.com under this agreement or \$100.00, whichever is greater. No one at P3rson.com, its affiliates, agents, directors, employees, suppliers, or licensors is to blame for the content.

This clause about limiting liability applies even if P3rson.com has been told about the possibility of damage. It doesn't matter if the claimed obligation is based on a contract, tort, negligence, strict liability, or any other basis. The above limitations on liability must be followed to the fullest extent that the laws of the State of New York will allow in each case.

Exclusions and Limitations

If you live in the state of New York, which doesn't let you limit or exclude incidental or consequential damages, you might not be able to use the above exclusions and limitations. In addition, they hold various rights, the specifics of which change from state to state. This agreement's disclaimers, exclusions, and liability caps will not be enforced to the extent that the law forbids or limits them from doing so.

Acknowledgment and Agreement

You understand and agree that P3rson.com's decision to sign this agreement, set their prices, and offer their services was based on the warranty disclaimers and liability limits listed above on this page. You also agree that the warranty disclaimers and liability limits in this agreement are a fair and reasonable way for you and P3rson.com to share the risk, and that the warranty disclaimers and liability limits in this agreement are an important part of the deal between you and P3rson.com. Without these restrictions and disclaimers, P3rson.com would not be able to offer you a fair price for the website and its services.

Release of Liability

You have set us free. You release us (and our officers, employees, agents, successors, and assigns) from any and all past, present, and future disputes, claims, controversies, demands, rights, obligations, liabilities, actions, and causes of action (like personal injuries, emotional distress, identity theft, death, and property loss and damage) to the fullest extent allowed by law. You also agree that P3rson.com has no control over things like this. The drinking of alcoholic beverages is not something that P3rson.com supports or promotes in any way. If you decide to drink alcohol at an event, you are saying that you are of legal drinking age where you are and where the event is. When it comes to drinking, people anticipate that you will exercise common sense and be aware of the boundaries you set for yourself. You also agree and acknowledge that your decision to drink alcohol at an event is a personal one and that you accept all risks and full responsibility for any and all consequences that come from your drinking. You also agree that you are the only one who can be held responsible for anything that happens because you drank alcohol.

Your participation in an event is completely up to you, and you take full responsibility for any and all risks that come with it. You also release P3rson.com, the P3rson iOS app, and their officers, directors, shareholders, employees, contractors, agents, representatives, and their respective successors, heirs, and assigns ("releases") from and against any loss (of wages or other earnings, consortium or otherwise), injury, or damage from and against any and all demands, lawsuits, proceedings, actions, judgments, and other claims of any kind. This includes any and all demands, lawsuits, proceedings, actions, judgments, and other claims. You agree that P3rson.com does not own, endorse, or control any event listing. The state or federal courts in the State of New York are the only places where a disagreement about this agreement or its subject matter can be settled. The state or federal courts in the State of New York are the only places where a disagreement about this agreement or its subject matter can be settled.

Agreement

This agreement is everything you and P3rson.com have to say about how you can use the website and its services. If P3rson.com doesn't use any right or rule in this agreement, that doesn't mean it's giving up those rights or rules.

By using the website and its services, you promise and guarantee that you are at least 18 years old and have the legal ability to sign this agreement. If you use the website and its services on behalf of an organization, you represent and warrant that you have the power to bind that organization to this agreement.

You understand and agree that you must follow all laws and rules when you use the website and its services. You agree to follow all of these laws and rules when you use the website and the services it offers. By using the P3rson.com website or its services, you agree that you have read this agreement, that you understand it, and that you will follow its rules.

16.indemnity

As a user of p3rson.com and its services, you agree to defend, indemnify, and hold harmless p3rson.com, its subsidiaries, agents, licensors, managers, and other affiliated companies, as well as their employees, contractors, agents, officers, and directors, against all laws, arbitration, and a class action/jury trial waiver.

- **GOVERNING LAW**

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- This agreement between you and the New York company called "p3rson.com" will be governed by and interpreted in accordance with the internal laws of the State of New York, including its statutes, without giving effect to any principles of conflict of laws that may require the application of the law of a different jurisdiction. The parties acknowledge that this agreement evidenced a transaction involving interstate commerce. The Federal Arbitration Act (9 U.S.C. 1-16) will apply to any arbitration proceedings conducted in accordance with the terms of this agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. You agree that any dispute or claim arising out of or relating to this agreement or the breach thereof, including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this agreement or as an inducement to enter into this agreement, shall be resolved by binding arbitration in accordance with the rules of JAMS. The arbitration shall be held in New York, New York, Unless you and p3rson.com agree otherwise, The arbitration will be done using the optional fast-track procedures that are in place at JAMS at the time, and any court with jurisdiction can make a decision based on the arbitrators' decision. Unless the arbitration award says otherwise, each side will pay for its own costs and lawyer fees. This arbitration clause doesn't stop P3rson.com from asking a court of competent jurisdiction for an injunction or other kind of fair relief.

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- **ARBITRATION**

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- If there is a dispute about this agreement or the alleged breach of it, you agree to first contact p3rson.com at info@p3rson.com or through its website to try to settle the dispute informally. If P3rson.com and you can't work out your disagreement in sixty (60) days, the disagreement will be settled by binding arbitration under the rules of JAMS.

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- JAMS is a private alternative dispute resolution (ADR) service that offers arbitration, mediation, and other forms of ADR to parties in a wide range of disputes. JAMS gives people a place to settle their differences without going to court, usually with the help of a neutral third party like an arbitrator or mediator. JAMS is one of the largest ADR providers in the United States and has offices throughout the country. Its services are often used in commercial, employment, construction, and other types of disputes.

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- This arbitration clause applies to any claim, dispute, or other disagreement that comes from or is related to this agreement or its breach or alleged breach. But claims for

injunctive relief or other forms of fairness can be brought before a court with the right to hear them.

- If you use the service for business, each side is responsible for its own costs and lawyer fees, unless the arbitration award says otherwise. If you are a private person using the service for non-business reasons, JAMS may ask you to pay a fee to get your case started, unless you apply for and get a fee waiver from JAMS.
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- The arbitrator's decision must include the costs of the arbitration, reasonable attorney fees, and the costs of experts and other witnesses. It's important to remember that this clause doesn't mean you don't have to take part in the informal dispute resolution process. However, you can file a lawsuit in a small claims court without first going to arbitration.
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- **Class Action/Jury Trial Waiver**
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- All claims and disagreements must be handled on an individual basis, not as a plaintiff or member of a group in a supposed class, collective, or representative action. The arbitrator can't put together claims from more than one party, and they can't run representative or class actions either. By signing this agreement, both you and p3rson.com give up your right to a jury trial and your right to take part in a class action, collective action, private attorney general action, or any other kind of proceeding that represents a group of people.
- **a. assignment.** You cannot transfer or assign this agreement between you and the New York company known as p3rson.com without p3rson.com's prior written consent. However, p3rson.com is free to assign this agreement without any restrictions. Any attempt to transfer or assign this agreement in violation of the terms outlined herein shall be null and void.

- **FORCE MAJEURE**
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- P3rson.com is not responsible for any delay or failure to meet its obligations under this agreement if the delay or failure is caused by something out of its control. This includes, but is not limited to, insurrection, civil commotion or disorder, mob violence, acts of civil disobedience, terrorism, sabotage, or piracy, plague, epidemics, pandemics, outbreaks of infectious diseases, labor disputes, strikes, and any other events of force majeure.

- **The procedures for providing notifications and amending the agreement**

P3rson.com may let you know about things by sending you an email, sending you a written or hard copy notice, or putting the notice on our website, depending on what P3rson.com thinks is best. These notifications may be for marketing or other business-related purposes. P3rson.com has the right to choose how and when to talk to its users. However, the terms of this agreement let you choose not to get certain types of messages if you want to. P3rson.com won't be responsible for any automatic filtering you or your network provider may put on the email alerts we send to the address you give us. P3rson.com can change or update this agreement at any time, based on what it thinks is best. Therefore, you should check this page regularly for updates. When we make important changes to this agreement, the "last modified" date at the bottom of this page will be changed to reflect that. If you keep using the service after the terms of this agreement have changed, that means you agree to the new terms. If you don't agree with any of these rules or any future rules for using the service, you can't use it in any way and can't access it (or keep accessing it).

- **complete agreement or the ability to break it up.**

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- This agreement, along with any changes or other agreements you may make with p3rson.com about the service, is the whole agreement between you and p3rson.com about the service. Any other agreements you make with P3rson.com about the service will be added to this one. If a court decides that any part of this agreement is invalid, that won't affect the rest of the agreement. However, if the universal waiver of class actions and jury trials can't be enforced, the whole arbitration agreement won't work.

- **NO RELEASE**

- If P3rson.com doesn't use a right or rule in this agreement, that doesn't mean it's giving up on that right or rule. Also, if P3rson.com gives up on a term of this agreement, that doesn't mean they'll do it again or keep doing it.

- **Please contact us.**

- If you have any questions about this agreement, please feel free to email us at info@p3rson.com.

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This agreement was last modified on February 25, 2023.