

P3rson.com: 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. Whether you are a registered user or not, by accessing or using our service, you agree to be bound by the following terms of service agreement (the "Agreement"). This agreement applies to visitors and anyone else who uses the service.

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, understood it, and agreed to be bound by 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 following paragraphs.

You agree that P3rson.com and Acuna Fulgencio Group LLC can use software licensed by P3rson, Inc. The p3rson iOS mobile applications are provided and hosted by p3rson. By using the p3rson iOS app and website, you agree to follow the rules that Acuna Fulgencio Group LLC and p3rson.com have set out.

Individual arbitration is required for all disputes arising from this agreement. Also, the section says that individual arbitration, not class actions or jury trials, must be used to settle disagreements. Any disputes between you, Acuna Fulgencio Group LLC, p3rson, Inc., p3rson.com, and the p3rson iOS app must be settled by binding and final arbitration. You may only bring claims against us as an individual, not as part of a class or representative action, unless you opt out of this requirement. You are also waiving your right to litigate your claims in court before a jury. Please review the following for additional information regarding this arbitration agreement and withdrawal instructions:

If you live in the European Union, the United Kingdom, or certain other countries outside of the United States, you may have additional rights and parts of the law that don't always apply to your situation.

We advise that you print and keep a copy of this agreement for your records. Send an email to either info@p3rson.com or p3rson.com to get a copy of this 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.

1. Make use of our services.

Our services, which can be accessed through p3rson.com and the [p3rson iOS app](#), let agents, scouts, and other professionals in the industry look at each other's profiles and get in touch with potential talent. This could mean sharing personal information on our website and app, linking social media accounts, talking to other users, and getting notifications from third-party partners about products and events. P3rson.com's messaging and push notification features make it easy for models, agents, clients, scouts, and potential talent to talk to each other. Users can also save their financial information, and the website will figure out commissions and totals on its own. 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. 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. Notably, 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 can't make promises on behalf of Acuna Fulgencio Group LLC, [P3rson Inc.](#), or p3rson.com unless these terms of service say you can.

1. eligibility

You must read and accept this agreement with Acuna Fulgencio Group LLC, P3rson, Inc., and p3rson.com before using p3rson.com and its services. If you do not consent, you are not allowed to use the service in any way. Please note that you may only use the service if you are legally able to enter into a contract with Acuna Fulgencio Group LLC, P3rson, Inc., and p3rson.com, and if you comply with all local, state, national, and international laws, rules, and regulations.

This contract 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 confirm that you've read, understood, and agreed to be bound by 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 can change this agreement in any way it wants at any time, and it has the right to do so. We will let people know about these changes in the way that is described in the next few paragraphs.

P3rson.com can change this agreement in any way it wants at any time, and it has the right to do so. Acuna Fulgencio Group LLC The iOS apps that P3rson sells are not only made by the company but are also hosted by it. When you use the p3rson iOS app or its website, you are giving your consent to be subject to the terms of service that have been established by Acuna Fulgencio Group LLC and p3rson.com. These terms of service govern your use of the P3rson platform.

Any disagreements that may come up because of this agreement must be solved through individual arbitration. In the next clause, it says that disagreements should be settled by individual arbitration instead of class actions or trials with juries. Any disagreements that come up because of this agreement between you, Acuna Fulgencio Group LLC, p3rson, Inc., p3rson.com, and the p3rson iOS app must be settled through a method of arbitration that is both legally binding and completely final. You can only sue us as an individual, not as part of a group action or a representative proceeding, unless you choose to opt out of this requirement. You are also waiving the right to take your claims to court and have them decided by a jury when you do this. Please keep reading to learn more about this arbitration agreement and how to get out of it if you don't want to be bound by its terms anymore.

If you live in the European Union, the United Kingdom, or certain other countries outside of the United States, you might be eligible for more rights and parts of the law. However, these rights and aspects are not always applicable to your circumstances.

We strongly suggest that you take the time to 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. Accounts that Acuna Fulgencio Group LLC, P3rson, Inc., or p3rson.com has deleted cannot use the service and are not eligible.

Acuna Fulgencio Group llc and the p3rson.com service are registered trademarks of P3rson, Inc.

Under the terms of this agreement, we give you a limited, non-exclusive, non-transferable, and revocable license to access and use the service's features. Acuna Fulgencio Group LLC, p3rson.com, and p3rson.com own the service and content on p3rson.com and the [p3rson](http://p3rson.com) iOS application. We reserve the right to revoke this license at any time and for any reason.

1. P3rson.com accounts

By making an account on p3rson.com, you can use many services and features that could be changed or added at any time. We may provide different account types based on the demographics of our users. If you sign up for p3rson.com on behalf of a company, organization, or other entity, "you" refers to both you and the entity, and you represent and warrant that you have the authority to bind the entity to this agreement. You are authorized to bind the organization to this agreement. By connecting us to the service, you give Acuna Fulgencio

Group LLC, P3rson, Inc., and P3rson.com permission to access and use your information from the service according to the service's terms and to store your service login credentials.

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.

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.

- The premium service at p3rson.com enables you to save digital files and job-related data (such as personal information, measurements, photos, social media accounts, etc.) for future use. You may distribute your information to an unlimited number of P3rson.com users, including agencies, agents, influencers, and scouts. When you generate a P3, it will be valid or active for three days, or 4,320 minutes, beginning when the iPhone image is captured. Digital images will only be accepted if they were taken with your phone's camera and contain no filters, or if they were uploaded from your photo library. This is to validate the legitimacy of your casting. Verified digital assets will also have a 3-day time-to-live policy. After this time, they will be considered to have expired. The digital music in P3 packets is checked to make sure it hasn't been changed and is safe. The

metadata will tell the casting agent or recipient that the music was downloaded directly from your device and is included in the package.

- As a subscriber, you own the rights to digital content for subscribers, and anyone, including agents and agencies, is bound by your ownership and cannot share it without your permission. During the three-day duration of these snapshots, agents can reach out to you and express 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 maintain your profile and ability to interact with relevant agents, agencies, and influencers for your premium subscription.
- All member agencies and scouts 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. While your subscriptions to p3rson.com and premium services are active, you can modify your profile, which contains 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 subscribing to our service, you acknowledge and agree that all content and information on p3rson.com, including but not limited to digital files, images, and employment-related data, is protected by intellectual property laws and remains the property of their respective 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 give 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 have broken any part of this agreement or if there is 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.

You understand 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. All content and data on p3rson.com are covered by this security measure. 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.

2. 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. p3rson.com has the right, but not the obligation, to delete any content created by users and shared through the service. 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 mess with the normal way the service works in any way, and you won't take away or get around any of the service's security measures. In the same way, you will not publish, store, communicate, transmit, or distribute any information or content that is offensive, defamatory, libelous, intentionally misleading, false, or inappropriate, or that violates the patent, trademark, trade secret, copyright, or other rights of a third party.

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 under 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 any implied warranties of merchantability or fitness for a particular purpose, but is not limited to them. 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. You alone are responsible for your use of the service, and if you choose to rely on any of the information provided by the service, you do so at your own risk.

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 is possible that this service is controlled by both U.S. export laws and export or import laws in other countries. 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. away from 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 release updated versions of the mobile software from time to time, and you agree that P3rson.com can upgrade the version of the mobile software electronically. 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 the 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 law governs 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 provide support or maintenance services for software obtained through iTunes. You may notify Apple if software acquired through iTunes does not comply with any applicable warranty, and Apple will issue a refund for the cost of the

iTunes-sourced software in such instances. 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 acknowledge that Apple is not responsible for addressing any claims you or any third party may make regarding the iTunes-sourced software or your possession and/or use of the iTunes-sourced software, including but not limited to product liability claims, claims that the iTunes-sourced software fails to comply with any applicable legal or regulatory requirement, and claims made under consumer protection or similar legislation. You and p3rson.com agree that Apple and its subsidiaries are third-party beneficiaries of this agreement with respect to your license of the iTunes-sourced software. 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 in relation to your license of the 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 comply with all applicable third-party terms of agreement when using the iTunes-sourced software. 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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5. **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. By taking your idea, p3rson.com doesn't give up any rights to use similar or related ideas that we already had, were made by our employees, or 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, the credit card company, or another provider of your chosen payment method. You agree that your payments for premium services may be handled by third parties, such as Apple through the App Store or Alphabet, Inc. (Google) through the Google Play Store, among other third parties. 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:

This Agreement and any disputes that come up because of it or have something to do with it will be governed by and interpreted according to the laws of the State of New York. 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.

By accessing the service, you agree to be bound by this agreement. If you do not agree to the terms of this agreement, do not use the service.

- **b. Trial premiums:**

- Access to the premium services may be made available as part of a limited-duration free trial. During the registration process for a trial, you may be asked to enter 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 accessible to users who have previously subscribed to premium services or who have gotten a free trial in the past but canceled it prior to 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. Any promotional program provided by p3rson.com may be canceled or changed at any time and for any reason at our sole discretion.
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- **No Refunds:** We regret to inform you that we do not provide any refunds for the use of our services. You may close your account at any time, but doing so will not result in any refunds being provided.
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- **Suspension or Termination of Account:** If we suspend or terminate your account or this agreement, you will not be eligible for a refund or exchange of any p3rson.com property, any unused time on a subscription, any license or subscription fees for any portion of the service, any content or data associated with your account, or anything else. This provision applies to any license or subscription fees for any part of the service, and these costs may be charged in any amount.
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- **Exception for EU Residents:** If you reside in the European Union (EU) or the European Economic Area (EEA), or if the laws that are applicable in your jurisdiction provide for refunds, and you make a request for a refund within fourteen days of the date of the transaction, we may make an exception and refund the fees that 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 reside in the states of Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, or Wisconsin, you have the right to cancel your account for premium services at any time prior to midnight of the third business day following the original date of purchase of such premium services. 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 pass away prior to the end of your subscription period and you were a resident of the state of Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, or Wisconsin at the time of your passing, your estate will be eligible to receive a refund of the portion of any payment you had made for your subscription that is allocable to the period after your death. This refund will be prorated based on the number of days remaining in your subscription after the date of your passing. This rule only comes into play if you die before the end of your subscription period.
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- **Refund for Disabled Subscribers:** If you become disabled (to the point where you are unable to use the services) prior to the conclusion of your subscription period and you live in the state of Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, or Wisconsin, you shall be entitled to a refund of that portion of any payment you had made for your subscription that is allocable to the period after your disability by providing the company with written notice of your disability. This notice is required to be delivered.
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- **Cancellation of Premium Services:** If you subscribe to premium services and then later decide you do not want them, you will be required to cancel your subscription through either Apple or Google (depending on whether you downloaded the apps and website through Apple's App Store or Google's Play Store) or through a different third-party payment processor. This will be the case regardless of whether p3rson.com and its apps can be obtained from the Apple App Store or the Google Play Store. Please contact us if you have any questions or concerns about our refund policy or your account. We appreciate your business and hope that you enjoy using our services. This agreement is governed by the laws of the State of New York without regard to its conflict of law provisions. Any dispute arising from or related to this agreement shall be resolved through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the English

language in New York, New York, and shall be subject to the exclusive jurisdiction of the state and federal courts sitting in the County of New York, State of New York. The prevailing party in any such arbitration shall be entitled to recover its reasonable attorneys' fees and costs. This agreement constitutes the entire agreement between you and p3rson.com and supersedes all prior or contemporaneous communications and proposals, whether oral, written, or electronic, between you and p3rson.com.

- This is the legally binding agreement between the user of the service ("you") and p3rson.com, a New York company. This agreement governs your use of the service and all related transactions. This agreement is subject to the laws of the state of New York, and any disputes arising under it will be resolved in accordance with the laws of the state of New York.
- **d. Possibility for a loss:** A third-party logistics partner, who is not related to or controlled by p3rson.com or the service, will transport and deliver to you all of the things that can be purchased from or through the service. The risk of loss for any products that you have purchased through the use of the service will be transferred to you once the items in issue have been delivered to the carrier by p3rson.com, the carrier, or our supplier, whichever comes first. P3rson.com will not be responsible for any damage or loss that might happen to items bought through the service while they are being shipped or delivered.
- **f. Details regarding financial transactions and obligations:** You are responsible for ensuring that any and all information that you submit in connection with a purchase, transaction, or other engagement with the service involving monetary transactions is accurate, complete, and up-to-date. This includes any and all information that you submit in connection with the service. You agree to pay all charges incurred by users of your credit card, debit card, or any other payment method used in connection with a purchase or transaction or any other monetary transaction interaction with the service at the prices in effect when such charges are incurred. This includes any interest, fees, or other costs that may be associated with such charges, including the possibility of a late payment penalty. You are solely responsible for paying any applicable taxes that are related to any purchases, transactions, or other monetary transactions that take place. When you make a purchase from us, you will be asked to provide us with certain billing information, and we reserve the right to use this information to calculate the amount of tax that you are liable for paying.

- **Payments:** P3rson.com is obligated to provide payments that are owed to you in accordance with the terms of this agreement. 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 mode of payment must be one that you choose either at the time of initial registration for the service or one that you choose later and then update as approved by the service. 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 and all applicable taxes or fees imposed by any government agency in connection with your use of 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 is later. 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 audit.

- P3rson.com is not obligated to take into account any other measurements or statistics of any type, and we reserve the right to withhold taxes and other fees from payments that are payable to you in the event that the law compels us to do so. P3rson.com maintains the right to withhold payments 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. 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.

8. 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 sign up 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.

9. 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 business won't be responsible if your personal information is accessed, used, or shared 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 come from or are related to the collection, use, transfer, or processing of your personally identifiable information in accordance with our privacy policy. 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.

10. 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 release and hold harmless p3rson.com, its affiliates, employees, agents, and successors from any claims, demands, and damages related to the use or disclosure of your personal information. This includes any security breach or unauthorized access to your account.

11. 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 authorized 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

10019 New York, New York

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.

13. Third-party links and information

P3rson.com, operating under the laws of New York State, may provide links to third-party materials on the service that are not owned or controlled by P3rson.com or its affiliates. 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 liable for anything that might occur as a result of your use of a third-party website, service, or piece of content, including but 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. 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 sole discretion, limit, suspend, or end your use of the service or your account, or remove and throw away any user content that you have contributed, for any reason, including, but not limited to, a violation of this agreement or p3rson.com's policies. You understand and 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 contributed is removed.

You agree to release and hold harmless p3rson.com, its affiliates, employees, agents, and successors from any and all claims, demands, and damages arising from or related to your use of any third-party websites, services, or content; your interactions with advertisers on the service; any modification, suspension, or discontinuance of the service, including any limitation, suspension, or termination of your use of the service or your account; or the removal of any content. This release and hold harmless agreement will be binding and enforceable under the laws of New York State.

14. No warranty

The service is provided "as is" and "as available." Use of the service is at your own risk. To the fullest extent allowed by law, the service is provided without any kind of express or implied warranty, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or 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 risk 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.

15. limitation of liability

Liability

P3rson.com, its affiliates, agents, directors, employees, suppliers, or licensors are not responsible for any 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.

P3rson.com is not responsible or liable, to the fullest extent allowed by law, for the following: (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 any and all personal information stored on them; and (iv) any loss of data. P3rson.com, its affiliates, agents, directors, employees, suppliers, or licensors will not be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in excess of 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 and discharge 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 of every kind and nature (including personal injuries, emotional distress, identity theft, death, and property loss and damage), to the fullest extent allowed by the 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 and the P3rson iOS app, as well as their respective officers, directors, shareholders, employees, contractors, agents, representatives, and their respective successors, heirs, and assigns (collectively, the "releases"), from and against any loss (of wages or other earnings, consortium or otherwise), injury, or damage from and against any and all demands, suits, 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 or 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, understand it, and agree to be bound by its terms and conditions.

16.indemnity

As a user of p3rson.com and its services (whether a prospective model, agent, scout, third party, or other user), you agree to defend, indemnify, and hold harmless p3rson.com and its subsidiaries, agents, licensors, managers, and other affiliated companies, their employees, contractors, agents, officers, and directors from and against any and all governing laws, arbitration, and a class action/jury trial waiver.

- **GOVERNING LAW**

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- This agreement between you and the New York company, referred to as "p3rson.com," shall 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. Any arbitration conducted in accordance with the terms of this agreement will be governed by the Federal Arbitration Act (9 U.S.C. 1-16). 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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- In the event of a dispute arising out of or in connection with this agreement or the alleged breach thereof, except for claims for injunctive or other equitable relief, you agree to first contact p3rson.com at info@p3rson.com or through its website to attempt to resolve the dispute informally. If P3rson.com is unable to resolve the dispute with you within sixty (60) days, the dispute shall be resolved by binding arbitration in accordance with the rules of JAMS.
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- JAMS is a private alternative dispute resolution (ADR) provider that offers arbitration, mediation, and other forms of ADR services to parties in a wide range of disputes. JAMS provides a forum for parties to resolve their disputes outside of the court system, often with the assistance of a neutral third party, such as 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 provision applies to any claim, dispute, or controversy arising out of or in connection with this agreement or the breach or alleged breach thereof. But claims for injunctive relief or other forms of fairness can be brought to a court with the right to hear them.
- If you use the service for commercial purposes, each party shall bear its own expenses and attorney's fees, unless otherwise provided by the arbitration award. If you are an individual using the service for non-commercial purposes, JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS.
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- The arbitrator's award shall include arbitration costs, reasonable attorneys' fees, and reasonable costs for experts and other witnesses. It is important to note that this provision does not absolve you of your commitment to engage in the informal dispute resolution process. However, you may sue in a small claims court of competent jurisdiction without first engaging in arbitration.
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- **Class Action/Jury Trial Waiver**
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- All claims and disputes shall be resolved individually, not as a plaintiff or class member in any purported class, collective, or representative action. The arbitrator may not consolidate claims from multiple parties and cannot preside over representative or class actions. By entering into this agreement, you and p3rson.com waive the right to a jury trial and the right to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

- **a. assignment.** This agreement between you and the New York company, referred to as p3rson.com, cannot be transferred or assigned by you without the prior written consent of p3rson.com. 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 shall not be held responsible for any delay or failure in the performance of its obligations under this agreement if such delay or failure is caused by circumstances beyond its reasonable control, including but 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 provide notifications to you via email, written or hard copy notice, or the posting of such notice on our website, as determined by P3rson.com in its sole discretion. These notifications may be for marketing or other business-related purposes. P3rson.com reserves the right to determine the format and method of communication with its users; however, the terms of this agreement allow you to opt out of receiving certain types of notifications if you so desire. P3rson.com will not be held liable for any automatic screening that you or your network provider may apply to the email alerts that we send to the email address that you supply to us. P3rson.com reserves the right to modify or update this agreement at any time at its sole discretion. Therefore, you should check this page on a reguladesire. for updates. When we make significant amendments to this agreement, the "last modified" date that is located at the bottom of this page will be updated accordingly. Your continued use of the service after any modification to this agreement shall be construed as acceptance of the updated terms of service. If you do

not agree to any of these terms or any future conditions of use, you are not permitted to use the service in any way, nor are you allowed to access it (or continue accessing it).

- **Complete agreement or the ability to break it up**

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- This agreement, together with any amendments and any additional agreements that you may enter into with p3rson.com in connection with the service, shall constitute the entire agreement between you and p3rson.com concerning the service. Any and all additional agreements that you may enter into with P3rson.com in connection with the service shall be incorporated into this agreement. If any provision of this agreement is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect; however, in the event that the universal class action/jury trial waiver cannot be enforced, the entire arbitration agreement shall be unenforceable.

- **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 does give 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 20, 2023.