

Terms and Conditions of Use

Effective Date: November 1, 2018

Welcome to BattleFin. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please reach out to us at info@battlefin.com. These Terms of Use (the “Terms”) are a binding contract between you and BattleFin Technology, LLC. (“BattleFin,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services.

1. Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the www.BattleFin.com website, by sending you an email, or by some other means. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

2. What are the basics of using BattleFin?

You may be required to sign up for an account, and select a password and username (“BattleFin User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your BattleFin User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. In the spirit of fairness, you may not have or control more than one active BattleFin User ID and participate in Competitions (defined below). If we determine that you are operating under more than one BattleFin User ID, we may disqualify you from any Competition without notice and revoke access to your BattleFin User ID.

You represent and warrant that you are of legal age to form a binding contract.

If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity), but you are still required to sign up each individual user from your organization with a BattleFin User ID. You are not allowed to allow multiple individuals to operate under one BattleFin User ID, even if you are an organization or entity.

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We are not responsible if you use the Services in a way that breaks the law.

You will keep all your registration information accurate and current. You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

3. Are there any additional restrictions on my use of the Services?

Yes. Unless otherwise specified in writing by BattleFin, BattleFin does not intend uses of the Services to create obligations under the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it ("HIPAA"), and makes no representations that the Services satisfy HIPAA requirements. If you are or become a Covered Entity or Business Associate, as defined in HIPAA, you will not use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless you have received prior written consent for such use from BattleFin.

You represent, warrant, and agree that you will not contribute any Content or User Submission or otherwise use the Services or interact with the Services in a manner that:

- a. Infringes or violates the intellectual property rights or any other rights of anyone else (including BattleFin), including privacy and data protection rights, or creates a liability for BattleFin;
- b. Violates any law or regulation, including any applicable export control laws;
- c. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

- d. Jeopardizes the security of your BattleFin account or anyone else's (such as allowing someone else to log into the Services as you);
- e. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- f. Violates the security of any computer network, or cracks any passwords or security encryption codes;
- g. Runs Mail list, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- h. "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- i. Copies or stores any significant portion of the Content;
- j. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.
- k. Processes or stores any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services. We reserve the right to remove any Content or User Submissions from the Services at any time, for any reason (including if someone alleges you contributed that Content in violation of these Terms), and without notice.

4. What are my rights in BattleFin?

The materials displayed or performed or available on or through the Services, including text, graphics, data, articles, photos, images, illustrations, and User Submissions (collectively, the "Content"), are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including BattleFin's) rights.

You understand that BattleFin owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply — they do!

A notice for U.S. Federal Agency Users: The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

5. Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk. We aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute to the Services, and you represent and warrant you have all rights necessary to do so.

The Services may contain links, information or connections to third party websites or services that are not owned or controlled by BattleFin (including job postings). When you access third party websites or engage with third party services, you accept that there are risks in doing so, and that BattleFin is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and privacy policy of each third party website or service that you visit or utilize.

BattleFin has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, BattleFin will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that BattleFin will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that BattleFin is under no obligation to become involved. If you have a dispute with one or more other users, you release BattleFin, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or our Services. If you are a California resident, you are expressly waiving California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

6. What are the rules for competitions on BattleFin?

Subject to these Terms and any contract with BattleFin, a user may post ("Host User") a skill-based competition or challenge on the Services ("Competition") for other users to participate in such Competition ("Participant User"). Competitions are subject to separate Competition Rules (defined below) that are established by the Host User. Competitions exclude games of chance, and you may not use or attempt to use the Service to host any such game of chance. Competitions are open to residents of the United States and worldwide, except if you are a resident of Crimea, Cuba, Iran, Syria, North Korea, Sudan, or any other place prohibited by law you may not enter any Competition. Certain Competitions may also have further geographic restrictions and be open only to residents of certain countries.

If you would like to host a competition on BattleFin, go to <https://www.BattleFin.com/host>. Competitions are run according to rules that describe participation guidelines, the data set(s) to be used by the Participant Users, the criteria used by the Host User to select a winner of the Competition (the "Metric"), the prize awarded to such winner, and when such prize will be awarded. Such rules and selection criteria must comply with all applicable laws and these Terms (collectively, "Competition Rules"). Such Competition Rules will also include how and when a Participant User must submit Competition Entries (defined below) and the rights the Host User will be granted in such Competition Entry upon selecting such Competition Entry as the winner ("Winning Entry").

In the event the competition does not have at least 75% participation from a field of up to 30 finalists in Stage 2 the competition host has the ability to extend this round into a future competition. Prize money will still be paid out, but minimum participation is required.

Scoring and award designations are at the discretion of the competition host. Scoring can be both qualitative and quantitative.

The Competition Rules may impose additional restrictions or requirements for Competitions.

Scoring:

Each evaluation criterion will be scored on a rating of 1, 2, 3, or 4.

1 – unacceptable

2 – needs improvement

3 – acceptable

4 – exceptional

The final score will be an average of a participant's scores on each evaluation criterion.

Award Eligibility:

Competitors will only be eligible if they receive a final score of 3 or greater. In the case of a tie, the evaluators will choose the winning candidates at their discretion by ranking the competitors according to the evaluation criteria. The Host User and each Participant User will comply with all Competition Rules. The Host User (including any user from Host User's organization) may not compete in its hosted Competition nor cancel a Competition without first contacting us and receiving our consent to such cancellation. Any participation by a Host User (or any user from Host User's organization) in its hosted Competitions is done so on an ineligible basis (e.g. they cannot receive a prize) and will not otherwise affect the selection of the Winning Entry.

You acknowledge and agree that BattleFin may, without any liability but without any obligation to do so, remove or disqualify a Participant or a Competition if BattleFin believes that such Participant User or Competition are in violation these Terms or otherwise pose a risk to BattleFin, the Service or another user of the Service.

Regardless of anything to the contrary, Participant Users acknowledge and agree that BattleFin and Users have no obligation to hold a Competition Entry in confidence or otherwise restrict their activities based on receipt of such Competition Entry. BattleFin has no obligation to become involved in disputes between users or between users and any third party relating the use of the Services. When you host or participate in a Competition, you release BattleFin from claims, damages, and demands of every kind — known or unknown, suspected or unsuspected, disclosed or undisclosed — arising out of or in any way related to such disputes and the Services. All content you access or submit via the Services is at your own risk. You are solely responsible for any resulting damage or loss to any party.

7. Do I have to grant any licenses to BattleFin or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. To display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions.

For all User Submissions, you grant BattleFin a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. You acknowledge and agree that BattleFin, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of communication networks, devices, services, or media, and the licenses you grant under these Terms include the rights to do so. You also agree that all of the licenses you grant under these Terms are royalty-free, perpetual, irrevocable, and worldwide. These are licenses only — your ownership in User Submissions is not affected.

If you store a User Submission in your own personal BattleFin account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant BattleFin the license stated in the second paragraph of this Section 8, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so. If you share a User Submission in a manner that only allows certain specified users to view it (for example, a private message to one or more other users) (a “Limited Audience User Submission”), then you grant BattleFin the license stated in the second paragraph of this Section 8, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other

specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services or in a manner that allows more than just you or certain specified users to view it (such as a Dataset), or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, or feature requests relating to the Services (each a “Public User Submission”), then you grant BattleFin the license stated in the second paragraph of this Section 8, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all BattleFin users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services for any purpose. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you are a Participant User and submit an entry to a Competition (“Competition Entry”), then you grant BattleFin the license stated in the second paragraph of this Section 8, as well as a license to display, perform, and distribute your Competition Entry for the purpose of making that Competition Entry accessible to the Host User, making that Competition Entry available to other BattleFin users as a Dataset, and providing the Services necessary to do so. Also, you grant such Host User a limited license to access and use the Competition Entry solely for the purposes of evaluating the Competition Entry under the Competition Rules. If you win a Competition, your Competition Entry for such Competition will be subject to further licensing as stated in the Competition Rules, but other than the limited licenses stated in these Terms, the intellectual property rights in your Competition Entries will not be transferred or licensed to the Competition Sponsor or Host User unless you accept the payment of the applicable prize stated in the applicable Competition Rules.

If you and BattleFin agree (separate from these Terms) that BattleFin will assist you in setting up and managing your Competition, then in addition to the licenses stated above you also grant BattleFin a royalty-free, perpetual, irrevocable, and worldwide license to set up and manage your Competition, including your User Submissions for the Competition. BattleFin will have no liability regarding the applicable Competition, Content or User Submissions and the terms in Section 15 below will apply, except if you and BattleFin have executed a separate written agreement governing competitions or services (“Existing Agreement”), in which case the Existing Agreement will govern the Competition.

8. What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like BattleFin, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers.

9. Will BattleFin ever change the Services?

We’re always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We’ll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn’t always practical.

10. Does BattleFin cost anything?

The BattleFin Services may be free or we may charge a fee for using the Services. If you are using a free version of the Services, we will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

- a. **Paid Services.** Certain of our Services may be subject to payments now or in the future (the “Paid Services”). Please see our Paid Services page for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms.
- b. **Billing.** We use a third-party payment processor (the “Payment Processor”) to bill you through a payment account linked to your Account on the Services (your “Billing Account”) for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. We are not responsible for errors by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.
- c. **Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.

If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

- d. **Recurring Billing.** Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges before cancellation

Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS STATED ABOVE.

- e. **Change in Amount Authorized.** If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we will provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.
- f. **Auto-Renewal for Subscription Services.** Unless you opt out of auto-renewal, which can be done through your Account Settings, any Subscription Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Subscription Services at any time, go to Account Settings . If you terminate a Subscription Service, you may use your subscription until the end of your then-current term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.
- g. **Reaffirmation of Authorization.** Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment

directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

11. What if I want to stop using BattleFin?

If you do not have any active Competitions that you are hosting, then you're free to stop using the Service at any time, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. If you are hosting active Competitions then you should complete the Competitions, in full, before you stop using the Services.

BattleFin is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. BattleFin has the sole right to decide whether you are in violation of any of the restrictions in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

Provisions that, by their nature, should survive termination of these Terms will survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

12. What else do I need to know?

Warranty Disclaimer. Neither BattleFin nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services (including Competitions), and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from BattleFin or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY BATTLEFIN (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED

OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) WILL BATTLEFIN (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO BATTLEFIN IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, you will defend, indemnify and hold BattleFin, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims (including from other users) relating to (a) your submissions to the Services including any Content, User Submissions or Competitions, (b) your use of the Services (including any actions taken by a third party using your account), and (c) your violation of these Terms.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without BattleFin's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

13. About These Terms

These Terms control the relationship between BattleFin and you. They do not create any third party beneficiary rights.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other part of the Terms.

The laws of New York, USA, will apply to any disputes arising out of or relating to these Terms or the Services. All claims arising out of or relating to these Terms or the Services will be litigated exclusively in the federal or state courts of New York, NY USA, and you and BattleFin consent to personal jurisdiction in those courts.