

TERMS OF SERVICE

Last updated on November 29, 2018

1. Agreement between You and Authentic; Changes.

1.1. Please read the following terms of service (the “**Terms**”) carefully. By clicking the “I Accept” box, you acknowledge that you have read, understood and agree to be bound by these Terms, and the terms and conditions of the Privacy Policy (as defined below), when using any service or services (collectively, the “**Service**”) offered by Authentic LLC, an Oregon limited liability company, or its parents, affiliates or subsidiaries (collectively, “**Authentic**” or “**we**”), on or through this or any site made available by Authentic (collectively, the “**Site**”) or in connection with any mobile application (a “**Mobile App**”) separately made available by Authentic. The term “you” (and “your”) for purposes of these Terms, means both you in your individual capacity, and if applicable, the company or other legal entity whom you represent and on whose behalf you use the Service.

1.2. In order to use the Service you must agree to these Terms. However, in addition to clicking the “I Accept” box, you may also agree to the Terms by actually using the Service. You acknowledge and agree that Authentic will treat your use of the Service as acceptance of these Terms from the time you first use the Service.

1.3 **Authentic reserves the right to change any of the terms and conditions contained in these Terms, including the Service and/or any policies or guidelines governing the Service, at any time and in its sole discretion. While we will endeavor to provide direct notice to you of any changes, you are responsible for periodically checking the Site to determine if any changes have been made and we are not liable for your failure to do so or our failure to provide such direct notice to you. Your continued use of the Service following any revision to these Terms will constitute your acceptance of the changes or modifications to these Terms. If you do not agree to any changes to these Terms, do not continue to use the Service.**

2. User Accounts; User Types; Mobile Apps.

2.1. In order to use the Service, you must register with us to open an Authentic user account (“**Account**”). By opening an Account, you represent and warrant that: (a) all information you submit in connection with your opening and use of your Account is true, accurate, current, and complete; (b) you will promptly notify us if your information changes so that we can update our records; (c) you are aged 18 or older; the Service is not intended for persons under 18; and (d) your use of the Service does not violate any applicable law, rule or regulation. You are responsible for maintaining this information current.

2.2. You are solely responsible for maintaining the security and confidentiality of the information you hold for your Account, including, without limitation, your user name and password, and for any and all activity that occurs through your Account as a result of your failure to keep this information secure and confidential. You hereby agree to notify Authentic immediately if you become aware of any unauthorized use of your Account, user name or password, or any other breach of security in connection therewith. You may be held liable for losses incurred by Authentic or any third party due to someone else using your Account, user name or password as a result of your failing to keep your Account information secure and confidential. You are strictly prohibited from using anyone else’s Account, user name or password at any time and for any reason. Authentic is not liable to you or any third party for your failure to comply with your obligations under this paragraph.

2.3. The Service is made available by Authentic to the following two (2) user categories (collectively, “**Users**”): (a) individual Content (as defined below) providers (each, a “**Content Provider**”) for use

in connection with creating and potentially selling certain custom Content (“**Submitted Content**”); and (b) individual brands or other parties (each, a “**Client**”) for use in connection with (i) providing creative briefs that describe certain requested Submitted Content and related requirements (each, a “**Creative Brief**”), (ii) selecting among available Content Providers to create Submitted Content, (iii) if applicable, providing certain Client products (“**Client Products**”) to Content Providers in connection with the creation of such Submitted Content, and (iv) reviewing available Submitted Content within six (6) months following the initial submission deadline set forth in the Creative Brief (the “**Review Period**”) to determine which such Submitted Content Client elects to purchase (the “**Purchased Content**”).

2.4. You acknowledge and agree that all Mobile Apps shall be made available solely in accordance with the terms of the then-current end user license agreement under which each such Mobile App is made available (the “**EULA**”), which such EULA shall supersede any conflicting terms or conditions of these Terms with respect to your access to and use of the Mobile Apps.

3. **Your Information and Privacy.**

In order to use the Service you will be required to provide certain (i) personally identifiable information to Authentic (e.g., your name, address, company information, email address, phone number, and, if applicable, your credit card information); and other information (collectively, “**Information**”). Authentic will only use such personally identifiable Information in accordance with the terms of our privacy policy (the “**Privacy Policy**”). In this regard, you agree to the then-current version of the Privacy Policy that you can find and read at <https://authenticpx.com/privacy-policy.html>. You hereby grant Authentic a license to use all other Information as necessary in connection with the provision of the Service.

4. **Fees; Payments.**

4.1. The fees that Clients are required to pay for Purchased Content, and amounts to which Content Providers are entitled for Purchased Content, are set forth on the Site and may be updated by Authentic at any time, in its sole discretion; provided that, for purposes of clarification, no amounts shall be payable by Clients, or to Content Providers, in connection with Submitted Content.

4.2. If applicable, the credit card Clients maintain on file with Authentic in your Account will be automatically charged in accordance with each item of Purchased Content. Clients are responsible for maintaining up to date credit card information in your Account. Authentic reserves the right to suspend or terminate a Client’s use of the Service (and access to your Content) if you fail to pay any fees due in connection with your use of the Service. Any outstanding fees are immediately due and payable upon termination of your use of the Service for any reason. To the greatest extent permitted by applicable law, and without affecting your credit card issuer’s rights, each Client hereby waives all claims relating to fees unless you notify Authentic of any dispute or other fee-related claim within thirty (30) calendar days of the fees being charged to your credit card.

4.3. Within thirty (30) days following receipt of fees from Clients for applicable Purchased Content, Authentic will pay the applicable Content Provider the fees set forth on the Site.

4.4. To the greatest extent permitted by applicable law, any refunds of fees are at the sole discretion of Authentic, and refunds will only be provided in the form of a credit against future fees for the Service. Nothing in these Terms obligates Authentic to extend credit to any person. You acknowledge and agree that any credit card and related billing and payment information that you provide to Authentic may be shared by Authentic with third party service providers who work on Authentic’s behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Authentic and servicing your Account. Authentic may also provide information in response to valid legal processes, such as subpoenas, search warrants and

court orders, or to establish or exercise its legal rights or defend against legal claims. Authentic shall not be liable for any use or disclosure of such information by such third parties.

5. **Authentic's Proprietary Rights.**

5.1. You hereby acknowledge and agree that Authentic (or its licensors) own all legal right, title and interest in and to the Site and Service, including, without limitation, any intellectual property or other proprietary rights which subsist in the Site and Service (whether such rights are registered or unregistered, and wherever in the world those rights may exist). As between you and Authentic, all materials on the Site, including, but not limited to, graphics, user and visual interfaces, images, software, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Site and its Content (except for your Content), and the domain names, trademarks, service marks, proprietary logos and other distinctive brand features found on the Site, are all owned by Authentic or licensors.

5.2. Authentic shall fully own and retain all rights to anonymous usage data derived from your use of the Service ("**Usage Data**") as aggregated with usage data from Authentic's other customers for its own business purposes such as support, operational planning, product innovation and sales and marketing of Authentic's services. For purposes of clarification, such Usage Data may not include any data that could reasonably identify you.

5.3. Nothing in these Terms gives you any right to use any of Authentic's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. All rights not expressly granted by Authentic under these Terms are reserved.

6. **Service Use; Restrictions.**

6.1. While these Terms are in effect, you may access and use the Site and Services in accordance with these Terms.

6.2. You hereby represent and warrant that you will not, and will not permit any third party to: (a) attempt to disable or circumvent any security mechanisms used by the Site or Service or otherwise attempt to gain unauthorized access to any portion or feature of the Site or Service, or any other systems or networks connected to the Site or Service, or to any Authentic server, by hacking, password "mining", or any other illegal means; (b) use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any comparable manual process, to access, acquire, copy, or monitor any portion of the Site or Service; (c) use any device, software or routine to interrupt or interfere, or attempt to interrupt or interfere with, the proper operation and working of the Site or Service or any transaction being conducted on the Site or through the Service, or with any other person's use of the Site or Service; (d) breach any security measures implemented on the Site or in the Service; (e) track or seek to trace any information on any other person who visits the Site or uses the Service; (f) forge headers or otherwise manipulate identifiers in order to disguise your identity, or the origin of any message or other communication that you send to Authentic in connection with the Service; (g) pretend that you are, or that you represent, someone else, or impersonate any other person; (h) use the Service in the design, development, production, or use of missiles or the design, development, production, stockpiling, or use of chemical or biological weapons; (i) use the Service or Site for any illegal purpose, for soliciting the performance of any illegal activity, or as otherwise prohibited by these Terms or applicable laws, rules or regulations, including, without limitation, laws applicable to the export of software and data; (j) upload or otherwise process any malicious content to, or through, the Service; or (k) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the any Authentic proprietary software used to provide, maintain, or otherwise applicable to, the Service, or made available to you in connection with the Service.

7. **Content; License and Ownership Rights.**

7.1. Each User hereby agrees that you are solely responsible and liable for any and all information, data files, written text, computer software, music, audio files or other sounds, photographs, videos, images, and other content, including any of the foregoing provided in connection with a Creative Brief and Submitted Content, as applicable (collectively “**Content**”), that you store, transmit, display, or otherwise use in connection with the Service, and for the consequences of your actions in connection with such Content and your use of the Service. You agree that Authentic has no responsibility to you or to any third party in connection with such Content. You are solely responsible obtaining consent from applicable third parties (i.e., obtaining releases for any photograph content) in connection with Content and for any losses or damage suffered by Authentic in connection with your Content. You hereby represent and warrant that you will not store or otherwise use any Content in connection with the Service that: (a) violates these Terms; (b) is defamatory, libelous, abusive, illegal, profane, indecent, pornographic, obscene, hateful, offensive, harassing, or threatening in any way; (c) constitutes or encourages conduct that would be considered a criminal offense or give rise to civil liability, or otherwise intentionally or unintentionally violate any law, rule or regulation; (d) violates any third party’s copyright, trademark, patent, trade secret, or other personal or proprietary right; (e) invades or interferes with the rights of privacy or publicity of any person; or (f) contains a virus, malicious code or any other harmful component.

7.2. Authentic reserves the right, at any time in its sole discretion and without notice to you, to pre-screen, review, monitor, flag, filter, modify, refuse or remove any or all Content from the Service, but Authentic has no obligation to do so. You agree to immediately take down, delete or modify any Content that is stored by you through the Service that violates these Terms or any applicable laws, rules, or regulations, including pursuant to a take down, deletion or modification request from Authentic. In the event that you elect not to comply with a request from Authentic to take down, delete or modify certain Content, Authentic reserves the right to directly take down, delete or modify such Content. Authentic assumes no liability or responsibility arising from your activities in connection with the Service, including, without limitation, Content that you store or otherwise use in connection with Service.

7.3. Authentic claims no ownership or control over your right, title and interest in your Content. Except in connection with Purchased Content, you retain copyright and any other intellectual property and other proprietary rights you already hold in your Content, and you are solely responsible for protecting those rights, as you deem appropriate. By submitting, storing, displaying, or otherwise using your Content in connection with the Service, you hereby grant Authentic a worldwide, royalty-free, fully-paid-up, non-exclusive license to reproduce, perform, modifying display, distribute, and otherwise use such Content for the purpose of enabling Authentic to provide the Service, including, without limitation, storing and retrieving the Content, making the Content available through the Service, adapting the Content for technical display and transmission, conforming the Content to the limitation and terms of the Service, and any other use related to the maintenance, provision and improvement of the Service

7.4. You hereby agree that Authentic, in its sole discretion, may use your trade names, trademarks, service marks, logos, domain names, and other distinctive brand features, in presentations, marketing materials, customer lists, financial reports and web site listings (including links to your web site) for the purpose of advertising or publicizing the Service.

7.5. Authentic will not disclose any of your Content, except: (a) if you expressly authorize us to do so in connection with your use of the Service (i.e. to authorized Content Providers and Clients); (b) as necessary to provide the Service to you; or (c) to comply with the request of any governmental or regulatory body, subpoenas or court orders, or as otherwise required by applicable law, rule or regulation. If we receive a subpoena, court order, or other request from a governmental or regulatory body requesting the disclosure of any of your Content, we will use good faith efforts to provide you

with reasonable notice to allow you to seek a protective order or other appropriate remedy (except to the extent Authentic's compliance with the foregoing would cause it to violate a court order or other legal requirement). You are required to respond to third party requests about your Content, and we may provide your contact information to third parties, and suspend or terminate your access to the Service and your Content, if you fail to respond to such third party requests.

7.6. Clients will own all right, title and interest in and to all Purchased Content selected within the Review Period, and Content Providers hereby assign to each such Client all present and future right, title and interest in and to the applicable Purchased Content; provided that Content Providers shall retain a limited right to display such Purchased Content as part of its portfolio. Upon a Client's request and at such Client's cost, Content Providers will execute and deliver to such Client all documents necessary to perfect such Client's right, title and interest in and to applicable Purchased Content. In the event that Client does not elect to purchase Submitted Content within the Review Period, (i) the applicable Content Provider shall retain all right, title and interest in and to such Submitted Content; and (ii) such Client shall have no right to access or use any Submitted Content that is not Purchased Content within the Review Period; provided that, in the event that such Submitted Content includes any Client Product, Content Provider may not publish, distribute or disclose such Submitted Content to any third party within the six (6) month period following the conclusion of the applicable Review Period.

8. **Feedback.**

8.1. If you send or transmit any communications or materials to Authentic by mail, electronic mail, telephone, or otherwise ("**Feedback**"), suggesting or recommending changes to our Site or Service, including without limitation, new features or functionality relating thereto, any comments, questions, suggestions, or the like, all such Feedback are, and will be treated as, non-confidential and non-proprietary. This means that you give up any claim that the use of such Feedback by Authentic or its agents, violates any of your rights including moral rights, privacy rights, proprietary or other property rights, rights of publicity, rights to credit for material or ideas, or any other right, including the right to approve the way Authentic uses such Feedback.

8.2. You hereby assign all right, title, and interest in, and Authentic is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You agree and understand that Authentic is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

9. **Copyright Infringement.**

9.1. Authentic respects the intellectual property and other proprietary rights of others and has a policy of removing Content from the Site that infringes third party copyrights and suspending and/or terminating the Account of any user who uses the Site or Service in violation of copyright law, and where appropriate, blocking such user's access to the Site and Service.

9.2. If you are a copyright owner, or an agent thereof, and believe that your work is the subject of copyright infringement and appears on our Site, or is being used through the Service, you may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our copyright agent (designated below) with the following information in writing: (a) your physical or electronic signature; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient

to permit Authentic to locate such material; (d) information reasonably sufficient to permit Authentic to contact you, such as an address, telephone number, and, if available, an e-mail address; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are, or that you are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed. Authentic's designated copyright agent to receive notifications of claimed infringement under the DMCA is:

Authentic LLC
Address: 3817 NE 19th Avenue, Portland, OR 97212
Tel: 847-207-1735
E-mail: erin@authenticpx.com

9.3. Only DMCA or other intellectual property rights-related notices should be sent to the copyright agent; any other communications sent to the copyright agent will be destroyed.

10. Client Products; Exclusion of Warranties.

10.1. CONTENT PROVIDERS ACKNOWLEDGE AND AGREE THAT NEITHER AUTHENTIC NOR CLIENTS ARE RESPONSIBLE FOR IN ANY WAY, OR SHALL HAVE ANY LIABILITY IN CONNECTION WITH, THE QUALITY OF ANY CLIENT PRODUCTS PROVIDED BY A CLIENT.

10.2. YOUR USE OF THE SITE AND SERVICE IS ENTIRELY AT YOUR OWN DISCRETION AND RISK. THE SITE AND SERVICE ARE FURNISHED TO YOU "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND. AUTHENTIC, ON BEHALF OF ITSELF, AND ON BEHALF OF ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND THIRD PARTY SERVICE PROVIDERS, AND AUTHENTIC'S AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, (COLLECTIVELY, THE "**AUTHENTIC PARTIES**"); (A) EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) DOES NOT WARRANT THAT THE SERVICE, OR DATA PROVIDED THROUGH THE SERVICE, WILL MEET YOUR REQUIREMENTS, OR THAT ITS OPERATION WILL BE TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE IN TERMS OF ITS ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICE.

10.3. THIS LIMITATION OF REMEDIES IS A PART OF THE BARGAIN BETWEEN YOU AND AUTHENTIC. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AUTHENTIC or ANY PERSON ON BEHALF OF AUTHENTIC SHALL CREATE A WARRANTY OR CONDITION, OR IN ANY WAY CHANGE THIS EXCLUSION OF WARRANTY.

10.4. NOTHING IN THESE TERMS, THIS SECTION 10, OR SECTION 11 BELOW, SHALL EXCLUDE OR LIMIT AUTHENTIC'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

11. Limitation of Liability.

11.1.SUBJECT TO SECTION 10.4 ABOVE, IN NO EVENT WILL AUTHENTIC OR AUTHENTIC PARTIES BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE USE, OR LOSS OF USE OF, THE SERVICE, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SUBSEQUENT OR OTHER COMMERCIAL LOSS, OR FOR ANY OTHER REASON OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF AUTHENTIC OR AUTHENTIC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2.AUTHENTIC AND AUTHENTIC PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE SITE OR SERVICE. IF, NOTWITHSTANDING THE FOREGOING, AUTHENTIC OR ONE OF AUTHENTIC PARTIES IS FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH THESE TERMS OR THE SERVICE, AUTHENTIC OR THE RELEVANT AUTHENTIC PARTY'S TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY SHALL IN NO EVENT EXCEED THE GREATER OF (I) THE AMOUNT OF FEES ACTUALLY PAID BY OR TO YOU DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO AUTHENTIC'S LIABILITY OR (II) \$250.00.

12. **Indemnification & Release.**

12.1.You hereby agree to indemnify, defend and hold harmless Authentic and Authentic Parties (each an "**Indemnified Party**"), from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred by the Indemnified Party(s) in connection with any actual or alleged claim arising out of: (a) your use of the Service; (b) any breach or alleged breach by you of these Terms; (c) any Feedback provided by you; (d) any breach or alleged breach by you of a third party's rights, including, without limitation, any intellectual property, privacy or publicity rights; or (e) any damage caused by or alleged to have been caused by you to the Site or Service.

12.2.Counsel you select for defense or settlement of a claim must be consented to by Authentic and/or the Indemnified Party(s) prior to counsel being engaged to represent you and Authentic and/or the Indemnified Party(s). You and your counsel will cooperate as fully as reasonably required, and provide such information as reasonably requested, by the Indemnified Party(s) in the defense or settlement of any claim. Authentic and/or the Indemnified Party(s) reserves the right, at its own expense, to assume the exclusive defense or settlement, and control of any matter otherwise subject to indemnification by you. You shall not in any event consent to any judgment, settlement, attachment, or lien, or any other act adverse to the interest of Authentic or any Indemnified Party(s) without the prior written consent of Authentic and/or the Indemnified Party(s).

12.3.In the event that you have a dispute with any Client, Content Provider or other third party, including without limitation any other User, arising from or in connection with the use of the Site and/or Service, you hereby release, remise and forever discharge Authentic and its agents, directors, officers, employees, shareholders and all other related persons or entities from any and all manner of rights, complaints, demands, claims, causes of action, proceedings, obligations, liabilities, legal fees, costs, and disbursements of any nature whatsoever, whether known or unknown, which now or hereafter arise from, relate to, or are connected with such dispute or your use of the Site and/or Service. If you are a California resident, you hereby waive 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 favor at the time of executing the release, which, if known by him must have materially

affected his settlement with the debtor.” If you are a resident of a state other than California, you explicitly waive the terms and protections of any statute of your own state that has a similar import or intent.

13. Changes to Service.

Authentic is constantly striving to provide the best possible experience for its Service users. You acknowledge and agree that the form and nature of the Service which Authentic currently provides may change from time-to-time without prior notice to you. Changes to the form and nature of the Service will be effective with respect to all versions of the Service. Examples of changes to the form and nature of the Service include, without limitation, changes to fees and payment policies, security patches, additional functionality, reduced functionality, and other enhancements.

14. Termination of Service.

14.1. You may stop using the Service at any time by closing your Account, or ceasing to use the Service.

14.2. Authentic reserves the right in its sole discretion to cease or suspend providing all or any part of the Service immediately without any notice to you.

14.3. Any of your obligations under these Terms which by their nature are intended to survive the termination of your use of the Service, shall continue to apply to you after you cease to use the Service.

14.4. Authentic may notify the relevant law enforcement authorities or other third parties, of any illegal or other prohibited conduct by you, including, without limitation, your violation of these Terms or unauthorized use of the Site or Service

15. Governing Law and Venue.

15.1. These Terms will be construed and enforced in all respects in accordance with the laws of the state of Oregon, without reference to its choice of law rules. Except as set forth below in Section 15.2, the federal and state courts seated in Multnomah County, Oregon shall have sole and exclusive jurisdiction for all purposes in connection with any action or proceeding that arises from, or relates to, these Terms and you hereby irrevocably waive any objection to such exclusive jurisdiction; provided however, that Authentic may seek to enforce any judgment in its favor in any court of competent jurisdiction.

15.2. Notwithstanding the foregoing, Authentic may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its proprietary and other rights. You agree that your breach of these Terms may result in immediate and irreparable damage to Authentic for which there is no adequate remedy at law.

15.3. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from these Terms, including, without limitation, application to the Site or Service. Furthermore, these Terms (including without limitation, the Site and Service) will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA.

15.4. Any cause of action arising under these Terms must be commenced by you within one (1) year after the claim or cause of action arises.

16. Miscellaneous Legal Terms.

16.1. These Terms and the Privacy Policy, together constitute the entire agreement between you and Authentic with respect to the Service (excluding any services which Authentic may provide to you under a separate written agreement), and completely supersedes, cancels and replaces any and all other written or oral agreements or understandings previously existing between you and Authentic with respect to the Service.

16.2. The failure of Authentic to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

16.3. If any part of these Terms is held invalid, illegal or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of these Terms, and the other parts will remain in full force and effect.

16.4. Any notice or other communications by Authentic relating to the Service may be made by letter, e-mail or posting on the Site, and you hereby consent to receive notices and other communications in electronic form to the extent permitted by applicable law.

16.5. These Terms shall not be interpreted or construed to confer any rights or remedies on any third parties, except that Clients shall be a third party beneficiary hereunder and accordingly, shall be entitled to directly enforce against applicable Content Providers and rely upon any provision of these Terms related to intellectual property rights in any Purchased Content.

16.6. Authentic may assign or transfer its rights, or delegate any performance, under these Terms to a third party in its sole discretion. You may not assign or otherwise transfer your rights, or delegate your performance, under these Terms to any third party without in each and every case, Authentic's express prior written consent.

16.7. Authentic will not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of the common enemy, earthquake, fire, flood or other acts of God, the elements, epidemics, labor conditions, power failures, and Internet disturbances.

16.8. Authentic may take any legal action against you to enforce these Terms or to prevent the breach of these Terms, including, without limitation, seeking equitable remedies or using technical means at its disposal.

16.9. Authentic may add to, change or remove any part, term or condition of these Terms or Privacy Policy at any time without prior notice to you. It is your responsibility to check these Terms and Privacy Policy periodically for changes. By continuing to use the Service, you are indicating your acceptance of such changes. However, we will provide written notice to you of any significant changes to these Terms or Privacy Policy (including notices posted on the Site or sent to your registered e-mail address).

16.10. You may not access the Service if you are a direct competitor of Authentic's, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

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