

THIS AGREEMENT DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES. PLEASE READ IT CAREFULLY.

Last revised: February 2011

PLEASE READ THIS "TERMS OF USE" AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE.

StoreCare Management, LLC. ("StoreCare", "we", "us") provides the website known as RealSportsNow. StoreCare also provides all services related to the RealSportsNow ("the Site"), including various newsletters ("Newsletters") and services such as lessons ("Lessons") subject to your compliance with the terms and conditions set forth in this Agreement. By using the Site, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions you may not use the Site.

This Agreement is made between StoreCare and you, the user and/or Member of the Site ("you"). We reserve the right at any time to change the terms and conditions of this Agreement. We also reserve the right to change RealSportsNow, including eliminating or discontinuing any content on or feature of the Site; or Change any fees or charges for use of the Site.

A Member shall be defined as a person or entity that has registered on the site seeking services offered by Us, or seeking to work with us as a contractor or partner. Be sure to review this Agreement periodically to ensure familiarity with the most current version.

## Code of Conduct

While using the Site you agree not to:

- Restrict or inhibit any other visitor or Member from using the Site, including, without limitation, by means of "hacking" or "cracking" or defacing any portion of any of the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content, language, imagery, or information that is unlawful, fraudulent, threatening, harassing, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes on our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- Remove any copyright, trademark, or other proprietary rights notices contained in the Site;
- "Frame" or "mirror" any part of the Site without our prior written authorization;

- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;
- Harvest or collect information about Site visitors or members without their express consent
- Create more than one profile without our express written consent
- Permit anyone else whose account was terminated, or who is not a storecare member, to use the Site through your account, username or password; or
- Engage in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
- Solicit any instructor or user to work with or for another company for employment, independent contracting services, performances, or other service

While using the Site you agree to comply with all applicable laws, rules and regulations.

Please be advised that we prohibit content or lessons on your profile that offers sex lessons, illegal sexual activity, posts nudity, or expresses profanity.

We also prohibit the content of items or links to items that encourage, promote, facilitate or instruct others to engage in illegal activity. In addition, we may remove listings as requested by law enforcement to cooperate with any investigation or to prevent harm to RealSportsNow and its members.

## **Registration for Membership**

To have access to storecare's service, you must be or become a Member of the Site. When and if you register to become a Member, you agree to (a) provide accurate, current, and complete information about yourself as prompted by the appropriate registration form, and (b) to maintain and update your information to keep it accurate, current, and complete, (c) and, if you are an instructor or school, to abide by the Instructor and School Policies, (d) and, if you are a student, to abide by the Student Agreement and Student Policies. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate this Agreement and your use of the Site. You must be 18 years of age or older to be a Member of this service.

You agree not to transfer or resell your use of or access to storecare to any third party. If you are a storecare Member, and you have reason to believe that your online account is no longer secure, you must promptly change your password by updating your account information and immediately notify us by emailing us.

**YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING**

PURCHASES) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

## **Instructor and School Policies**

### **Professional Ethics and Conduct**

- I will be respectful and encouraging of students and ensure the opportunity for an excellent experience.
- I will be on time to lessons and ensure my students receive their full allotted time.
- I will place the interests of the student ahead of myself, celebrating their successes.
- I will maintain a clean, safe environment for teaching students of all ages.
- I will be hygienically clean and exercise good judgment in my appearance when dealing with students.
- I will maintain effective and appropriate communication between the Company and students in a timely manner (24 hour response time).
- I will not solicit or harass RealSportsNow students that do not have active lesson schedules.
- I will not circumvent the RealSportsNow program and solicit students to pay me directly for lessons.
- I will not possess, use, sell, or be under the influence of alcohol or drugs while conducting Company business.
- I also agree not to share any of the student's personally identifying information with any other person or organization unless I have written authorization from RealSportsNow.
- I agree to represent the RealSportsNow brand, policies and procedures with enthusiasm, honesty and integrity.

### **Corporate Policy**

As a RealSportsNow instructor or school, you understand and agree to the following policies and procedures:

- You agree to log in to the site at least once per month to review and update your availability.
- You agree to notify the school you work for of any time during which you will not be able to teach; you will let them know about vacations of 5+ days at least 30 days in advance.
- You agree to attend training calls to educate yourself on new tools or resources.

- You agree to never collect tuition from a student or make arrangements for the student to pay you outside of RealSportsNow billing.
- You agree that you will not discuss your pay rate with students.
- Our schools and instructors will be evaluated on a yearly basis in conjunction with their contract renewal to review their student rating, retention score, and internal assessment.
- First lessons are scheduled with the expectation that the lesson will occur at the scheduled time. We expect teachers and schools to keep that commitment. If it is decided by the student and the teacher that an alternate time would be better changes can be made in the calendar by the school.
- Instructors should not reschedule or miss lessons for any reason. In case of emergencies within 48 hours of the lesson, you should contact your School to reschedule.

## **Sexual Harassment Policy**

RealSportsNow expects schools, teachers, and students to be committed to creating and maintaining an environment free of sexual harassment.

- Prohibited conduct may include, but is not limited to, unwelcome behavior of a sexual nature.
  - Unwanted touching or physical contact
  - Sexual propositions or unwanted flirtations or advances
  - Comments about an individual's body or dress
  - Stalking
- Consensual relations or romantic relationships between teacher/student are inconsistent with the proper role of the teacher and the integrity of the services provided. For that reason, RealSportsNow prohibits relations between a teacher and a student during the period of the student/teacher relationship.
- To file a formal grievance contact your school and realsportsnow. The procedure depends on the circumstance and the status of the person bringing the charge and the person against the charge is brought. It is recommended that you put your complaint in writing, providing dates, times, places, and witnesses to the harassment.

## **Termination**

This Agreement shall remain effective until terminated in accordance with its terms. storecare may terminate this Agreement, and/or your access to and use of the Site, Lessons, or any portion thereof, immediately, in the event we determine, in our sole discretion, that you have breached this Agreement. If, in our sole discretion, we feel your Membership hampers or provides a less-than-satisfactory user experience to the community, we may terminate this Agreement immediately. In addition, we reserve the right, upon 3-business days notice and the

reimbursement of any monies that may be due according to the cancellation policy as defined on the Site, to terminate this Agreement without cause.

Upon termination, you will not have access to your account or any information stored within your account including but not limited to, your profile data, Member information, student or instructor contact information, videos, ledger and billing reports, and all other information within your account. You are solely responsible for keeping backup records of any information you want after your account is terminated. We are not responsible for, and will not provide you access to any information within the account after account termination.

## **E-Signature Services and Requirements**

If you use the e-signature feature of our Service, you are agreeing to conduct business transactions with electronic documents and signatures instead of paper-based documents and signatures. You are under no obligation to transact business electronically. To withdraw your consent to conduct electronic transactions, simply stop using the Service and contact us to explore other options.

You may read and sign each document on a case-by-case basis. Each decision to view or sign a document electronically does not affect the legal effect of any transactions already completed using either electronic or paper-based documents and signatures. You agree to read every document before electronically signing it. You also agree to communicate all issues regarding the content of a document directly with the sending party. Finally, you agree to notify us of any change in your e-mail address in order to prevent interruptions to your communications.

You acknowledge and understand that electronic signatures are legally binding in the United States and other countries. You also understand that printed copies of electronic documents are not considered legal originals, but rather copies of the original documents signed on the web site. There are no additional fees for printing or exporting electronic documents or signatures, but additional fees may apply to paper-based transactions.

Use of the Service requires a standards-compliant web-browser which supports the HTTPS protocol, HTML, and cookies. Many documents and communications will include PDF and Word attachments requiring additional software.

Electronic signatures are void where prohibited by law. The United States Electronic Signatures in Global and National Commerce Act (the "Act") preserves the legal effect, validity, and enforceability of signatures and contracts relating to electronic transactions and electronic signatures used in the formation of certain electronic contracts. However, as further described in the Act, the Act does not apply to certain contracts and records governed by statutes and regulations such as those related to probate and domestic law matters; state commercial law;

consumer law covering utility services, real property defaults and foreclosures, and insurance benefits; product recall notices; and hazardous materials papers.

## **Claims of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. Copyright law. If you believe in good faith that materials hosted by storecare or one of its subsidiaries infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Site should be sent to us by emailing us.: We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

## **License**

As a Member, you hereby grant us permission and a worldwide non-exclusive license to use your name(s), group name, location(s), services, approved photograph and/or likeness(es) and biographical materials solely in connection with the promotion, marketing and advertising of You and/or storecare. This license shall survive one year after termination of your membership.

## **Ownership and Restrictions on Use**

©2005-2011 StoreCare Management, LLC. All Rights Reserved. The Site is owned and operated by us in conjunction with others pursuant to contractual arrangements. You may only access and use the materials on the Site, and download and/or print out only one copy of any materials on the Site, solely for your personal use. You may not republish, upload, post, transmit or distribute materials from the Site in any way without our prior written permission. Modification of the materials or use of the materials for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site.

"RealSportsNow.com", and "RealSportsNow", tag line and logo are all trademarks and/or service marks of storecare. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners.

## **Jurisdictional Issues**

The Site is solely directed to individuals residing in the United States. We make no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Site and/or the provision of any service or product described thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

## **Links to Other Websites**

The Site may contain links to other Internet websites or resources. We neither control nor endorse such other websites, nor have we reviewed or approved any content that appears on such other websites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

## **ONLINE CONTENT**

Opinions, advice, statements, offers, or other information or content made available through the Site, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON THE SITE AND WE NEITHER ADOPT NOR ENDORSE NOR ARE WE RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY PARTIES OTHER THAN US. UNDER NO CIRCUMSTANCES ARE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICE, OR TRANSMITTED TO MEMBERS.

WE RESERVE THE RIGHT, BUT WE HAVE NO OBLIGATION, TO MONITOR THE MATERIALS POSTED IN THE PUBLIC AREAS OF THE SERVICE. WE SHALL HAVE THE RIGHT TO REMOVE ANY SUCH MATERIAL THAT, IN OUR SOLE DISCRETION, VIOLATES, OR IS ALLEGED TO VIOLATE, THE LAW OR THIS AGREEMENT. WE RESERVE THE RIGHT TO MAKE EDITS AND MODIFICATIONS TO ENTRIES FOR CLARITY PURPOSES, TO REPLACE MISSPELLINGS, OR OTHER EDITS THAT WOULD BETTER HELP THE PROCESS. NOTWITHSTANDING THIS RIGHT, YOU REMAIN SOLELY RESPONSIBLE FOR

THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF THE SERVICE AND IN YOUR PRIVATE EMAIL MESSAGES. EMAILS SENT BETWEEN YOU AND OTHER MEMBERS THAT ARE NOT READILY ACCESSIBLE TO THE GENERAL PUBLIC WILL BE TREATED BY US AS PRIVATE TO THE EXTENT REQUIRED BY APPLICABLE LAW.

You are solely responsible for the content or information You publish or display (hereinafter, "post") on the Site, or transmit to other Members. You will not post on the Site, or transmit to other Members or to Us or Our employees, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not include in Your profile any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language, and You will not post any photos containing nudity or personal information. We reserve the right, but we have no obligation, to reject any profile or photo that does not comply with the prohibitions set forth in this section and, to the extent that We determine, in Our sole discretion, to do so.

StoreCare does not warrant or recommend any specific Service Provider or Service

Instructors on the Site work for Schools. When you choose an instructor from our Site, you are hiring the School they work. StoreCare provides services to you through our network of schools and independent contractors. Readers are advised that all Providers on the Site are independent contractors, or employees of independent Schools and not employees of StoreCare. StoreCare does not warrant the services provided by any instructor or school listed on the Site. It is up to the parties involved to choose the provider best suited for each customer.

You agree that under no circumstances is StoreCare liable for any incidental, consequential, material, punitive, physical damage, bodily injury, emotional distress, discomfort, mental, or other damages of any nature whatsoever arising out of or in connection with the actions or inactions of any independent contractor or school. You are advised that we do not warrant the services provided by any independent contractor or school and that it is your sole decision on which independent contractor or school you choose. This paragraph shall survive termination of this agreement.

YOU SHOULD VERIFY ALL CLAIMS AND DO YOUR OWN RESEARCH BEFORE CHOOSING AN INSTRUCTOR IN STORECARE'S NEWSLETTER OR WEBSITE.

You agree that under no circumstances is StoreCare Management, LLC. liable for any incidental, consequential, material, punitive, physical damage, bodily injury, emotional distress, discomfort, mental, or other damages of any nature whatsoever arising out of or in connection with the actions or inactions of any independent contractor or school. You are advised that we



do not warrant the services provided by any independent contractor or school and that it is your sole decision on which independent contractor or school you choose. You understand that we have obtained and posted information about the independent contractor or school on our web site. This content and information is the sole responsibility of the independent contractor or school and we do not guarantee the accuracy, completeness, or usefulness of any information found on the web site and we neither adopt nor endorse nor are we responsible for the accuracy or reliability of any opinion, statement, content, or advice made by any independent contractor.

You agree to indemnify, defend, and hold us, our officers, our employees harmless from any and all claims damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from your activities in connection with the web site or any services related to an independent contractor found through our services.

## **DISCLAIMERS**

UNDER NO CIRCUMSTANCE IS STORECARE MANAGEMENT LLC., OUR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICE OR ANY CHANGE IN THE FUNCTIONALITY OF THE SITE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS. THIS SECTION SHALL ALSO SURVIVE THE TERMINATION OF THIS AGREEMENT.

WE PROVIDE THE SITE AND LESSONS ON AN "AS IS" BASIS AND GRANT NO WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY, IN ANY COMMUNICATION WITH OUR REPRESENTATIVES, OR US OR OTHERWISE WITH RESPECT TO THE SITE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WE DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR-FREE OR THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED. WE DISCLAIM LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, CONNECTIVITY AND AVAILABILITY. WE RESERVE THE RIGHT, AT ANY TIME AND IN OUR SOLE DISCRETION, TO MODIFY OR CHANGE THE SITE OFFERING. WE PROVIDE NO GUARANTEE OF ANY KIND THAT THE SITE, CODE, LAYOUT, DESIGN, SEARCH ALGORITHMS, SEARCH RESULTS, FUNCTIONALITY, OR ANY OTHER ITEM RELATED TO THE SITE WILL NOT MATERIALLY CHANGE DURING THE COURSE OF THE TERM OF YOUR MEMBERSHIP.

Although each member must agree to Our terms and conditions, We cannot and do not guarantee that the material and content posted by each member to be true and warranted. We

cannot guarantee that each member is at least the required minimum age, nor do we accept responsibility or liability for any content, communication or other use or access of the Site by persons under the age of 18 in violation of this Agreement. Also, it is possible that other members or users (including unauthorized users, or "hackers") may post or transmit offensive or obscene materials on the Site and that You may be involuntarily exposed to such offensive and obscene materials. It also is remotely possible for others to obtain personal information about You due to Your use of the Site, and that the recipient may use such information to harass or injure You. We are not responsible for the use of any personal information that You disclose on the Site. Please carefully select the type of information that You post on the Site or release to others. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER MEMBERS OR USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SITE OR OTHERWISE.

## **Limitation of Liability**

Neither storecare, nor its affiliates, suppliers, advertisers, affiliates, or agents or sponsors are responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way to the Site and/or content contained on the Site, or any product or service purchased through the Site.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF PROGRAMS, LOSS OF INCOME, ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF CUSTOMERS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR SERVICE INTERRUPTIONS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR TO ANY PERSON OTHER THAN YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SITE DURING THE CURRENT TERM OF YOUR MEMBERSHIP.

UNLESS NOTED OTHERWISE, WE DO NOT CONDUCT BACKGROUND CHECKS OR OTHERWISE SCREEN THE MEMBERS REGISTERING TO THE SITE IN ANY WAY. AS A RESULT, WE WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL, ARISING OUT OF THE USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF COMMUNICATING AND/OR MEETING WITH OTHER MEMBERS OF THE SITE, OR INDIVIDUALS INTRODUCED TO YOU VIA THE

SITE. SUCH DAMAGES INCLUDE, WITHOUT LIMITATION, PHYSICAL DAMAGES, BODILY INJURY AND OR EMOTIONAL DISTRESS AND DISCOMFORT.

## **Indemnification**

You agree to indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, including any violation of the Code of Conduct above; (b) any allegation that any materials that you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Site or any services related to the Site. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any action or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

## **Miscellaneous**

### **MANDATORY ARBITRATION OF DISPUTES**

ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE SUBSCRIBER AND THE COMPANY AND/OR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, WHETHER SOUNDING IN CONTRACT, STATUTE OR TORT, INCLUDING FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH CLAIM, CONTROVERSY OR DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. HOWEVER, NOTHING CONTAINED IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE CUSTOMER FROM RESOLVING ANY CLAIM, CONTROVERSY OR DISPUTE IN SMALL CLAIMS COURT HE OR SHE WOULD OTHERWISE WOULD HAVE A RIGHT TO PURSUE.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected in accordance to the rules of the American Arbitration Association or may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration will be conducted by, and under the then applicable rules of the American arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

THE ARBITRATOR'S DECISION AND AWARD WILL BE FINAL AND BINDING, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT WITH JURISDICTION.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney fees.

THIS AGREEMENT IS GOVERNED BY AND MUST BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES AND YOU AGREE TO SUBMIT YOURSELF TO THE PERSONAL JURISDICTION OF THE COURTS IN THE STATE OF CALIFORNIA .

## **GENERAL**

If either party does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with applicable laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement.

The terms and conditions of this Terms of Use Agreement may be edited and modified by StoreCare at anytime.

USE OF THIS SITE SIGNIFIES YOUR AGREEMENT TO THIS TERMS OF USE AGREEMENT