

Terms of Use

Spiegel & Grau, LLC (“S&G,” “we” or “us”) welcomes you. We are excited that you have decided to use and access our website accessible at spiegelandgrau.com (the “Website”).

We have drafted these terms of use (the “Terms of Use”) so you will know the rules that govern our relationship with you. Please read these Terms of Use carefully. By accessing and using the Website, you agree to be legally bound by the terms and conditions of these Terms of Use. If you do not agree to be bound by any of these Terms of Use, then please do not use the Website.

There may be times when we offer a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special feature control to the extent there is a conflict with these Terms of Use.

We reserve the right, in our sole discretion, to change these Terms of Use at any time, and will publish a revised version of these Terms of Use on the Website. You are responsible for regularly reviewing these Terms of Use. Continued access to and use of the Website following any such change means you accept and will abide by the changes.

ANY DISPUTE BETWEEN YOU AND US MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION IN THESE TERMS AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

Use of the Website

You must be at least 13 years old to use the Website. We may also offer additional features or services that require you to be even older to use them. The Website is for your personal, noncommercial use and is intended for informational and entertainment purposes only.

In addition to other specific prohibitions set forth in these Terms of Use, you are prohibited from engaging in the following activities:

- Reselling use of, or access to, the Website or any content contained therein to any third party.
- Using spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Website.
- Circumventing or disabling any content protection system or digital rights management technology used by the Website.
- Decompiling, reverse engineering, disassembling or otherwise reducing the Website to a human-readable form.
- Accessing or using the Website in an unlawful or unauthorized manner or in a manner that suggests an association with S&G.
- Removing copyright, trademark or other proprietary notices from content made available on or accessed through the Website.
- Interfering with the proper working of the Website.
- Knowingly or recklessly introducing a virus or other harmful component, or otherwise tampering with, impairing or damaging the Website or a connected network, or interfering with any person or entity’s use or enjoyment of the Website.

By acquiring services, content or software through the Website, you represent and warrant that your access to and use of the services, content or software will comply with these requirements. You agree

that we may immediately terminate your access to the Website if you violate these Terms of Use or if we determine, in our sole discretion, that your use of the Website is objectionable or is contrary to the intended purposes of the Website.

Our Proprietary Rights

S&G and its licensors are the exclusive owners of all content made available on or accessible through the Website, including but not limited to software, images, text, photos, videos, designs, sounds, musical works and all copyrights, trademarks and other intellectual property or proprietary rights contained on or used in connection with the Website. Except as set forth herein, you agree not to copy, distribute, modify or make derivative works of any of such materials without the prior written consent of the owner of such materials. All rights not granted under these Terms of Use are reserved by S&G.

Digital Content

If the Website is configured to enable the use of software, content, virtual items or other materials owned or licensed by us, we grant you a limited, non-exclusive, non-sublicensable, non-transferable license to access and use such software, content, virtual item or other material for your personal, noncommercial use only.

Accuracy of Service Information

To the fullest extent permitted by applicable law, we are not responsible if information on the Website is not accurate, complete or correct. The material on the Website should not be relied upon or used as the basis for making significant decisions without consulting primary or more accurate, complete or timely sources of information. Any reliance on the material on the Website is at your own risk. The Website may contain historical information, which historical information necessarily is not current and is provided for your reference only. The Website may also contain information provided by third parties, and the opinions and views of third parties. Unless required by applicable law, we are under no obligation to verify any information provided by third parties, and the opinions and views expressed by third parties are not those of S&G and are not endorsed by S&G. To the fullest extent permitted by applicable law, we reserve the right to modify the contents of the Website at any time, but we have no obligation to update any information on the Website. You agree that it is your responsibility to monitor changes to the Website.

Third-Party Services and Content

The Website may integrate third-party services and content and may contain links to third-party websites and applications. Functionality on the Website may also permit interactions between the Website and a third-party website or feature. For example, the Website may include a feature that enables you to share content from the Website with a third party, which may be publicly posted on that third party's service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. We do not own or control these third-party services, websites and applications. You should read the terms of use agreements and privacy policies that apply to such third-party services, websites and applications. If you access any third-party services, websites and applications from the Website, you do so at your own risk, and you agree that S&G shall have no liability arising from your use of or access to any such third-party service, website or application.

Mobile Networks

When you access the Website through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using all or certain parts of the Website

may be prohibited or restricted by your network provider and not all services on the Website may work with your network provider or device. Contact your carrier with questions regarding these issues.

Privacy

The privacy of your personally identifiable information is very important to us. For more information on what information we collect and how we use and disclose such information, please read our [Privacy Policy \[https://www.spiegelandgrau.com\]](https://www.spiegelandgrau.com).

No Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE, INCLUDING WITHOUT LIMITATION ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, MERCHANTABILITY, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH WE SHALL USE REASONABLE CARE AND SKILL TO PROVIDE THE WEBSITE TO YOU, WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE COMPLETELY SECURE, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, OR PERSONAL INJURY/WRONGFUL DEATH) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE WEBSITE; (B) ANY CONTENT OR THIRD PARTY SERVICE THAT IS INTEGRATED INTO THE WEBSITE OR MADE AVAILABLE ON THE WEBSITE; OR (C) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE WEBSITE.

IF WE ARE FOUND TO BE LIABLE TO YOU IN ANY MANNER, THEN TO THE FULLEST EXTENT PERMITTED BY LAW OUR AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

NOTHING IN THESE TERMS OF USE LIMITS OR EXCLUDES OUR LIABILITY TO YOU FOR: (A) FRAUD OR FRAUDULENT MISREPRESENTATION; (B) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; OR (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED AS A MATTER OF LAW.

Indemnity

You agree to defend, indemnify and hold harmless S&G, its officers, directors, employees, business partners and agents, from and against, or reimburse us for, any and all claims, damages, obligations,

losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or in connection with any of the following: (a) your breach of these Terms of Use; (b) your access to or use of the Website; (c) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right, or any agreement or terms with a third party to which you are subject; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (e) any misrepresentation made by you. You will cooperate as fully required by S&G in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you may not in any event settle any claim without our prior written consent.

Submissions and Unsolicited Ideas Policies

S&G does not accept any unsolicited ideas from users. Therefore, you must not submit any such unsolicited materials. If, notwithstanding this policy, you submit an unsolicited idea or content to us, you understand and acknowledge that such idea or content is not submitted in confidence and we assume no obligation, expressed or implied, by considering or using it. You agree to waive any claim against S&G or its assignees regarding misappropriation of your ideas or content submitted in violation of this paragraph.

Binding Arbitration and Class Action Waiver

You and S&G agree to arbitrate all disputes between you and S&G or its affiliates, except disputes relating to the enforcement of S&G or its affiliates' intellectual property rights. Under such circumstances, we may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Website, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described below.

In the event of a dispute, you or S&G must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute and the relief requested. You must send any notice of dispute to Spiegel & Grau, LLC, 41 West 83rd Street, Ste. 1B, NY, New York, 10024, Attention: Legal/Arbitration Notice. We will send any notice of dispute to you at the contact information we have for you. You and S&G will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After sixty (60) days, you or we may commence arbitration. You may also litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first.

If you and S&G do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be settled by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. If there is a conflict between JAMS Rules and the rules set forth in these Terms of Use, the rules set forth in these Terms of Use will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but

not your attorneys' fees). Arbitration under this contract shall be held in the United States in the borough of Manhattan, New York, New York, United States of America, without regard to its conflict of laws provisions. If travelling to the borough of Manhattan, New York, New York, United States of America, is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The arbitrator will decide the rights and liabilities, if any, of you and S&G, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the JAMS Rules, and these Terms of Use. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration, except as otherwise expressly set forth herein. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND S&G WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS CONTRACT TO ARBITRATE.

Choice of Forum

You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Website that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in the borough of Manhattan, New York, New York, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

Choice of Law

These terms are governed by and construed in accordance with the laws of the State of New York and the laws of the United States.

Severability

If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Survival

The provisions of these terms which by their nature should survive the termination of these terms shall survive such termination.

Waiver

No waiver of any provision of these terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

Contact Information

Should you have any questions you may contact us at hello@spiegelandgrau.com.

Effective Date

These Terms of Use are effective as of September 23, 2021.