

USER TERMS & CONDITIONS

1. Terms of Use

This is an agreement between You (the “user” or “consumer”) and Fluz Fluz, LLC (“The Company” or “we” or “us”). Please read the following terms and conditions carefully. These terms, along with the Privacy Policy discussed below, (together, these Terms and the Privacy Policy are called the “Terms”), govern your access to and use of the Fluz Fluz mobile application (the “Application”) and any related interactive and informational services made available to consumers (“Services”) on any media platform (together, the Application, Website, and Services are called the “Program”), and constitute a binding legal agreement between you, as a user of the Program, and Fluz Fluz, the provider of the Program (the “Agreement”). Your access to and use of the Program requires your compliance with the Terms. By downloading the Application, or accessing and/or using any portion of the Program, you agree to be legally bound by this Agreement.

2. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which, among other things,

(a) Fluz Fluz will license to You use of certain of Fluz Fluz’s technology, software and/or services such that You can utilize the Application through your mobile device, and

(b) You can access and/or use the Website (collectively known as the "Purpose").

2. License

Fluz Fluz hereby grants You a non-transferable, non-exclusive, revocable, limited license to access and use Fluz Fluz’s cash back software platform commonly referred to as "Fluz Fluz" (found in the "Application") as made available at www.fluzfluz.com (the "Website") and/or via mobile application during the term of use solely for the Purpose (defined above). Fluz Fluz may, from time to time, update or modify the Application, release new versions of the Application or create new modules related thereto, each of which may, at Fluz Fluz’s discretion, be included within the license described above. You shall not be permitted to sublicense or transfer any of Your rights hereunder including, without limitation, access to the Application.

3. Confidential Beta Test

We are conducting a limited confidential beta test to allow selected users to test the features, capabilities, and performance of the Services (the “Beta Test”).

Confidentiality Obligations

You will use Confidential Information solely for the purpose of testing the Services as contemplated by, and pursuant to, these Terms and for no other purpose whatsoever. For purposes of these Terms, “Confidential Information” means any and all information relating to, contained in, or relayed through the Website or the Application or otherwise provided by us in connection with the Beta Test, including, but not limited to, information relating to the performance, capabilities, and contents of the Website, the Application, or the Services and Feedback provided by you or other Beta Test participants.

4. Messaging/Push Notifications

As part of the Services we provide, you may receive push notifications, local client notifications, text messages, pictures messages, alerts, emails or other types of messages directly sent to you outside or inside the Application (“Push Messages”). You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through the phone’s operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please be aware that messaging fees may apply depending on the message plan you have with your wireless carrier.

5. Earning Points

You may earn points in a variety of ways as indicated through the Application. You are responsible for ensuring that points are properly credited and you should check your account regularly. You may not purchase, combine or transfer points with other users or any other person, and any attempt to do so may result in disqualification from the Program and forfeiture of all points in your account. Fluz Fluz reserves the right to change, add or remove points and bonuses, and the methods by which You can earn and redeem points, bonuses, or other awards, for any reason and without notice to you, in its sole discretion and at any time.

6. Earning Cash Back

6.1. Online. In order to earn Cash Back, you must be signed in to one of the Fluz Fluz Properties, use the shopping links within the Fluz Fluz Properties, and complete your purchase transaction during the same shopping session you started after clicking on the shopping link (“Qualifying Purchase”). If you visit other sites before completing your purchase or use coupons not provided by Fluz Fluz, your purchase might be associated with a service other than Fluz Fluz and you might not earn Cash Back on your purchase. If you disable “cookies” on your computer, you will not be able to earn Cash Back because cookies are used to authenticate the user and verify whose Member Account is eligible for the Cash Back.

6.2. In-Store.

(a) Linking Your Payment Card

In order to receive rewards (“Fluz Fluz”) from us for qualifying purchases of goods or services, you must link at least one eligible debit or credit card (a “Payment Card”) to your Account. Please note that not all debit and credit cards are eligible to be linked to your Account. All determinations as to whether a card is eligible to be a Payment Card are at our sole discretion. For example, certain Visa, MasterCard, and American Express cards are not eligible to be linked to your Account, including, but not limited to, the following: prepaid cards, corporate cards, purchasing cards, store cards which can only be used at their respective retailers’ stores, government-administered prepaid cards (including Electronic Benefit (EBT) cards), healthcare cards (including Health Savings Account (HSA) cards, Flexible Spending Account (FSA) cards, and insurance prepaid cards), Visa Buxx, and cards that are not processed through the Visa U.S.A payment system, the MasterCard payment system, or the American Express payment system. In order to be eligible as a Payment Card, it must be issued by a U.S. bank. In addition, you may not be able to link a debit or credit card to your Account if the card is already linked to certain other third-party card-linked offer programs.

(b) Use of Enrolled Cards and Transaction Information

By registering a Payment Card in connection with transaction monitoring, you authorize us to share your payment information with our Third-Party Service Providers, including Empyr, Inc. (“Empyr”) and your Payment Card Network (e.g., Visa, MasterCard, American Express) so it knows you enrolled. You authorize the Payment Card Network to monitor transactions on your linked Payment Card(s) to identify qualifying purchases in order to determine whether you have qualified for or earned an offer linked to your Payment Card, and for the Payment Card Network to share such transaction details with Empyr and for Empyr to share such transaction details with us to enable your card-linked offer(s) and target offers that may be of interest to you. You may opt-out of transaction monitoring on the Payment Card(s) you have registered by de-linking then through the Services or by terminating your Account. To terminate your Account and this Agreement and your right to use the Services at any time and for any reason and for no reason, contact Customer Support at help@fluzfluz.com and immediately discontinue all use of the Services. You agree that the Company and its Third-Party Service Providers may view your transactions, as well as historical transactions, made by you with participating merchants. “Third-Party Service Providers” means third parties that enable us to provide the Services. We use Empyr as our service provider to help us operate. Your Payment Card may only be enrolled in one program operated by Empyr. If you have already activated a Payment Card with a separate program operated by Empyr, you will be unable to activate that Payment Card in both the Fluz Fluz and the other program. You may use another Payment Card with the Services or deactivate your Payment Card with the other program. Notwithstanding anything to the contrary in the Privacy Policy, the Company and its Third-Party Service Providers will use transaction information solely as follows:

- Use your transaction data to confirm a qualifying purchase or return to match transactions to confirm whether you qualify for a statement credit or an offer

- May share transaction data with the participating merchant where a transaction occurred as needed for the merchant to confirm a specific transaction occurred or rewards should be issued; for example, the date and amount of your purchase and the last 4 digits of your Payment Card number so the merchant can verify your purchase with its records if there is a missing or disputed transaction

- May provide participating merchants or Third-Party Service Providers aggregated and anonymized information relating specifically to registered card activity solely to allow participating merchants and Third-Party Service Providers to assess the results of their campaign

- Create a record of the transaction data and thereafter maintain and use data in connection with operating the Services

- Provide targeted offers that may be of interest to you

- Conduct analysis for the improvement and optimization of the Services

- May provide information in order to respond to a request from government authority or a payment organization involved in a transaction with you or a merchant

You authorize the sharing, exchange and use of transaction data described above and herein by and among the Company, the Company and our Third-Party Service Providers, applicable Payment Card Networks and applicable Merchants

6.3. Check Out. Fluz Fluz may offer a shopping cart feature through the Fluz Fluz Properties (“Check Out”) to allow you to add products from participating Affiliate Stores and use saved Account information (such as your shipping address and/or payment card number) to complete your purchase. Fluz Fluz is not the merchant of record for any product purchases made through Check Out and does not have any liability with respect to any products you purchase through Check Out. While Fluz Fluz may estimate shipping cost for you during the Check Out process, this is only an estimate, and the actual shipping costs and applicable sales tax (if any) shall be set forth on the purchase confirmation delivered by the Affiliate Store to you. Fluz Fluz may send you an order confirmation to confirm that your order has been placed with the Affiliate Store through Check Out, but this is not a receipt. Your official purchase confirmation and receipt will come from the Affiliate Store. All product purchases made through Check Out are subject to the Affiliate Store policies, including, without limitation, applicable shipping, privacy, and return policies, which may not be available for review on the Fluz Fluz Properties during the Check Out process. Please review them on the respective Affiliate Store’s website prior to making your purchase.

7. Cash Back Exclusions

Cash Back is earned on your net purchase amount, which excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, and extended warranties. Purchases of gift cards do not qualify for Cash Back. Cash Back amounts vary by store and product category and may contain exclusions in the terms of the offer and/or the applicable store page. Please review these terms carefully.

8. Affiliate Store Policies

A product purchased from any Affiliate, whether online or in store, is governed by and subject to the applicable Affiliate's policies, including applicable exchange and shipping policies. You agree that we are not agents of any Affiliate and that the Affiliates operate independently and are not under our control with respect to the program or otherwise. Accordingly, your participation in offers or promotions of, or correspondence with, any Affiliate is solely between you and that Affiliate. We do not assume any liability, obligation or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Fluz Fluz is not responsible for changes to, or discontinuance of, any Affiliate, or for any Affiliate withdrawal or for any effect on accrual of Cash Back caused by such changes, discontinuance, or withdrawal.

9. Bonuses & Other Rewards

Fluz Fluz periodically offers bonuses or rewards for referring new Members or for other specific actions. The terms and conditions accompanying such offers will govern how they are earned and paid if the terms and conditions differ from this Agreement. You may not include your referral link or distribute your referral link on any website or platform that does not belong to you, such as social media pages belonging to merchants or forum pages belonging to third parties. You are prohibited from bidding on keywords containing "Fluz Fluz" or other similar words or marks for the purpose of driving traffic to your pages. You shall not send any paid traffic directly to your referral link.

10. Receiving Payment

10.1. Requirements. As a condition of payment of accrued Cash Back or other rewards, you must establish and maintain an Active Account (defined below) with the information necessary to process your payment: a valid email address at which you are able to receive email, a valid postal address, your first and last name, and a password to protect your Account. If you elect to receive payment via PayPal, you must provide us a valid PayPal email address. You must not use a PayPal account associated with another Fluz Fluz Account. A single PayPal email address cannot be connected to multiple Fluz Fluz Accounts. Also as a condition of payment, you must not be a resident of a country subject to economic or trade sanctions by the U.S. State Department or U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or be listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. You further agree to provide additional information we may reasonably request to verify your identity as a condition for receiving payment. The minimum payment amount is [\$5.01.] Balances below [\$5.01] remain in your account for potential payment during the next payment period.

10.2. Payments. Fluz Fluz pays members in U.S. dollars via check, PayPal, or other payment options as Fluz Fluz may make available from time to time. Members may select or change their payment options in the account settings through the Fluz Fluz app. Fluz Fluz typically pays its Members accrued Cash Back and other rewards immediately. Fluz Fluz reserves the right to modify the payment schedule at any time. Fluz Fluz is not responsible for payments delivered to the wrong address through no fault of Fluz Fluz or for payment errors made by payment partners like PayPal.

10.3. Gift Cards. Periodically, Fluz Fluz may offer gift cards in connection with a promotion or as a redemption option for your Cash Back. Gift cards are subject to the terms and conditions of the gift card issuer and the applicable Affiliate policies. Fluz Fluz is not responsible for lost or stolen payments, including gift cards.

10.4. Account Adjustments. In our sole discretion, we may deduct Cash Back from your account in order to make adjustments for returns and cancellations with respect to Qualifying Purchases. Any such adjustments, however, will be made in accordance with this Agreement, any applicable Fluz Fluz policies and terms, the terms of any Affiliate offers, and any and all applicable laws, rules, and regulations. The determination of whether a purchase made through a Fluz Fluz Affiliate qualifies for Cash Back is at the sole discretion of Fluz Fluz. If an Affiliate fails to report a transaction to Fluz Fluz or fails to make payment to Fluz Fluz for any reason, Fluz Fluz reserves the right to cancel the Cash Back associated with that transaction. It is your responsibility to check your Account regularly to ensure that Cash Back has been properly credited and paid and that your Account balance is accurate. If you believe that Cash Back has not been correctly credited to your account, you must contact Fluz Fluz within ninety (90) days of the

transaction. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from Fluz Fluz.

10.5. Taxes. You may be taxed on your receipt of bonuses and other consideration (merchandise, travel, etc.) for member referrals or other promotional activities (such as prizes from a sweepstakes) depending on the tax laws of federal, state, and local jurisdictions. You will be solely responsible for any and all tax liability arising out of the consideration received in connection with any member referrals or promotional activities.

-Restrictions

You may not do any of the following while accessing or using the Fluz Fluz application and Fluz Fluz website (together referred to as the "Fluz Fluz Program"):

- (a) access, tamper with, or use non-public areas of the Fluz Fluz Program, our computer systems, or the technical delivery systems of our providers;
- (b) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- (c) access or search or attempt to access or search the Fluz Fluz Program by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us;
- (d) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Program to send altered, deceptive or false source-identifying information; or
- (e) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Fluz Fluz Program, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Fluz Fluz Program. You agree to use the Fluz Fluz Website and Application only for lawful purposes and that you are responsible for your use of and communications and content you post via the Fluz Fluz Program.
- (f) post on or transmit through the Fluz Fluz Program any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law.
- (g) access this Website or the Fluz Fluz Application by any means except through the interface provided by Fluz Fluz LLC. Creating or maintaining any link from another website to any page at the Website without the prior authorization of Fluz Fluz is prohibited. Running, copying, or displaying this Website, the Fluz Fluz Application, or any information or material displayed at the Website in frames or through similar means on another website or application without the prior authorization of Fluz Fluz is prohibited. Any permitted links to this Website must comply with all applicable laws, rule and regulations.

11. Termination/Cancellation

You may terminate your Account at any time and for any reason by deleting your account via the Application. We may immediately terminate or suspend your access to the Services and remove any material from the Services or our servers, in the event that you breach the Terms or in our sole discretion and without prior notice to you. We also reserve the right to terminate the Services or your access at any time and for any reason, including but not limited to the need to conduct maintenance or if we discontinue any portion of the Services. Upon termination, all licenses and other rights granted to you under the Terms will immediately cease. We will not be liable to you or any other person for termination of the Services or termination of your use of the Services. Upon any termination or suspension, any information that you have submitted to the Services may no longer be accessed by you. Furthermore, we will have no obligation to

maintain any information stored in our database related to your Account or to forward any information to you or any other person.

12. Forfeiture of rewards/bonuses for inactivity/termination/cancellation of account

We may deem your account inactive if you have not actively used the Application for 180 days or more. Once your account is deemed inactive, Fluz Fluz may forfeit any or all points and other awards within your account at any time, without notice. Fluz Fluz may terminate any inactive account, at any time and without notice, and in that case, any points, bonuses, rewards or other awards within the account will be immediately and automatically forfeited.

13. Intellectual Property (general ownership, use of posted information, copyright infringement)

You acknowledge that all materials at the Website and the Fluz Fluz Application, including the Website's and the Application's design, graphics, text, sounds, pictures, and other files and the selection and arrangement thereof (collectively, "Materials"), are the property of Fluz Fluz and/or its licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in these Terms of Service are reserved to their respective copyright owners. Fluz Fluz authorizes you to view, download and/or print the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. Except as expressly authorized by the Terms of Service, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, scrape, copy, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of Fluz Fluz or the respective copyright owner. In an absence of a written agreement, you may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes. The trademarks, service marks, trade names, trade dress and logos (collectively, "Marks") contained or described at the Website and/or the Fluz Fluz Application are the sole property of Fluz Fluz and/or its licensors and may not be copied, altered or otherwise used, in whole or in part, without the prior written authorization of Fluz Fluz and/or its licensors. In addition, all page headers, custom graphics, button icons and scripts are the property of Fluz Fluz and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of Fluz Fluz. Fluz Fluz reserves the right to enforce its intellectual property rights to the fullest extent of the law. For the avoidance of doubt, your use of the Fluz Fluz Website and the Fluz Fluz Application is solely and exclusively under the limited license granted herein and you will not obtain any ownership interest therein through this Agreement or otherwise. All trademarks, service marks, trade names, domain names, slogans, logos, and other indicia of origin that appear on or in connection with any aspect of the Fluz Fluz Application are either the property of Fluz Fluz or its affiliates or licensors. Fluz Fluz retains the right to rescind and terminate the limited license granted hereunder at any point, for any reason. Upon termination of this Agreement, the license shall also terminate and all rights shall revert to Fluz Fluz without the taking of action on the part of either party. All rights not expressly granted herein by Fluz Fluz to you are fully reserved by Fluz Fluz, its advertisers, and licensors.

-Procedure for Notifying the Company of Copyright Infringement

If You believe that Your intellectual property or work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide Fluz Fluz with the following information in English (Your "Notice"):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that You claim has been infringed;
- a description of where the material that You claim is infringing is located on the Website or within the Application;
- Your address, telephone number, and email address;

- a statement by You that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;

- a statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

In some circumstances, in order to notify the individual or entity who or which provided the allegedly infringing content to which Fluz Fluz has disabled access; Fluz Fluz may forward a copy of a valid Notice including name and email address to such individual or entity. Notice of claims of copyright or other intellectual property infringement can be sent to Fluz Fluz by email to help@fluzfluz.com.

14. Third Party Sites & Services

Fluz Fluz and the Program may contain content or services provided by third parties and/or links to third party services, websites or resources. We are not responsible or liable for the availability, accuracy, functionality, adherence to third party policies or Fluz Fluz policies, or legality of, and we do not endorse, such websites, services or resources or the content, products, or services on or available from such websites or resources. You are solely responsible for and assume all risk arising from your use of any such websites, services or resources.

15. Disclaimers

(a) No Warranties.

Except as explicitly set forth herein, neither Fluz Fluz, its affiliates or any of any such party's equity holders, directors, officers, employees, agents, suppliers, licensors nor the like, makes any warranties of any kind, either expressed or implied, including, without limitation,

- (a) warranties of merchantability or fitness for a particular purpose,
- (b) that the Website or the Application will be error-free,
- (c) as to a minimum level of uptime for the Application or the Website, or
- (d) as to the results that may be obtained by You by entering into this Agreement and/or using the Application.

You agree and acknowledge that the Application and Website are licensed and/or provided hereunder on an "as is" basis. In addition, You hereby agree and acknowledge that:

- (i) Fluz Fluz shall not be responsible for any actions taken by any other party using the Application or reviewing any of Your posted information;
- (ii) Fluz Fluz does not recommend or endorse any third parties hereunder, and makes no representations or warranties whatsoever regarding any such third party;
- (iii) Fluz Fluz is not a party to any transaction between you and any store, retailer or business with which Fluz Fluz has a business relationship, and as such, any disputes regarding purchases, rewards and/or any other aspect of any transaction or other commercial dealings are solely between You and such third party;
- (iv) Fluz Fluz is not responsible for any other party's compliance with applicable laws, rules or regulations;
- (v) Fluz Fluz services are administrative in nature and Fluz Fluz is not responsible for ensuring that any third party honor any reward, loyalty or other obligations such third party may have towards You;
- (vi) Fluz Fluz shall not, under any set of circumstances, be responsible or liable for any content, text, photographs and/or other posted information, including any posted information which may violate applicable law and/or a third party's intellectual property rights; and

(vii) the Application and/or Website may not function properly or as intended at times.

(b) Unavailability of Website or Application.

You are responsible, at your sole cost and expense, for providing all equipment necessary to access the Internet, the Website and/or the Application. While it is Fluz Fluz's objective to make the Website and Application accessible at all times, the Website and/or Application may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Website or Application may operate slowly from time to time. You understand and acknowledge that due to circumstances both within and outside of the control of Fluz Fluz, access to the Website and/or the Application may be interrupted, suspended or terminated from time to time. In particular, and not in limitation of the foregoing, Fluz Fluz shall not be liable in any way for any delay in responding to an inquiry or question forwarded by You or the effects any delay or unavailability may have on You.

YOU AGREE THAT Fluz Fluz SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEBSITE AND/OR APPLICATION AND THAT YOU SHALL PUT IN PLACE CONTINGENCY PLANS TO ACCOUNT FOR SUCH PERIODIC INTERRUPTIONS OR SUSPENSIONS OF THE WEBSITE AND/OR APPLICATION.

16. Indemnity

You agree to defend, indemnify, and hold Fluz Fluz, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with

(i) your access to or use of the Application or Services;

(ii) your violation of the Terms; or

(iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right.

-Limitation of Liability

IN NO EVENT WILL Fluz Fluz, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES AND/OR APPLICATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT Fluz Fluz HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL Fluz Fluz'S CUMULATIVE LIABILITY TO YOU, FOR ALL CLAIMS REGARDLESS OF TYPE, EXCEED TEN (\$10) DOLLARS.

17. Force Majeure

Fluz Fluz shall not be liable to You for failure or delay in performing any obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control.

18. Applicable Law & Jurisdiction/General/Misc.

Your use of the Fluz Fluz Website and the Fluz Fluz Application ("Fluz Fluz Program") is governed by and will be enforced under the laws of the State of New York without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within New York City, New York. You agree that printed copies of any and all agreements and/or notices in electronic form are admissible in any legal or regulatory proceedings. Any controversy, claim, suit, injury or damage arising from or in any way related to the Website, the Fluz Fluz Application, or these Terms of Service shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect and before a single arbitrator chosen by Fluz Fluz. Any such controversy, claim, suit, injury or damage shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any controversy, claim, suit, injury or damage of any other party. Fluz

Fluz may seek any interim or preliminary relief from a court of competent jurisdiction in New York, New York necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration. **IN ANY CLAIM, ACTION OR PROCEEDING TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THE AGREEMENT INCLUDING, WITHOUT LIMITATION, RELATING TO YOUR USE OF OUR SERVICES, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.**

The Terms are the entire agreement between you and Fluz Fluz concerning the Program, and supersede all prior or contemporaneous communications between you and Fluz Fluz with respect to the Program. If any provision of the Terms is deemed invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. No waiver of any term of the Terms shall be deemed a further or continuing waiver of such term or any other term, and Fluz Fluz's failure to assert any right or provision under the Terms shall not constitute a waiver of such right or provision.

We reserve the right, in our sole discretion, to modify, discontinue or terminate any or all of the Program at any time, or modify the Terms without notice; updates will be posted at www.fluzfluz.com. All modified terms and conditions will be immediately effective as of the date the modified Terms are posted on the Fluz Fluz website and will apply to all Accounts and Members enrolled in the Program. If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using the Services, and if applicable, terminate or cancel your Account. By continuing to access or use the Application and/or the Services after we have posted the new terms and conditions on the site, you agree to be bound by such changes. Members will be notified by email or in the Application or through other available means if the Program is suspended or cancelled. Notice of cancellation will also appear on the Fluz Fluz Website. If you have any questions about the Terms, please contact us at help@fluzfluz.com.