

TERMS AND CONDITIONS

BY ACCESSING THE PORTAL, REGISTERING AN ACCOUNT, SUBMITTING INFORMATION REQUESTS OR UPLOADING FILES ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU AFFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND THAT ANY SUCH ORGANIZATION OR COMPANY ACCEPTS AND IS BOUND BY THESE TERMS.

BY ACCEPTING THESE TERMS AND CONDITIONS OF USE, YOU ALSO AGREE TO OUR PRIVACY NOTICE, LOCATED AT PEP PRIVACY NOTICE, WHICH IS INCORPORATED INTO THESE TERMS AND MAY BE UPDATED FROM TIME TO TIME.

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS, AS DETAILED IN SECTION 14. PLEASE READ CAREFULLY.

These Term and Conditions (these “Terms”) are made by and between the party on whose behalf they are accepted (“User,” “you,” or “your”) and apply to your access and use of the applicable portal, located at pepwebservice.com (the “Portal”) as well as any services, products, or content available on or through the Portal (“Services”). These Terms are subject to change by Promotion Execution Partners, LLC (referred to as “PEP,” “us,” “we,” or “our” as the context may require) at any time, in our sole discretion. PEP will notify you via the email address associated with your account if any changes to these Terms materially affect your rights. Any changes to these Terms will be in effect as of the “Last Updated Date” referenced on the Portal. You should review these Terms prior to accessing or using the Portal or the Services. Your continued access to or use of the Portal or Services after the “Last Updated Date” will constitute your acceptance of and agreement to such changes. The sections contained herein shall only apply to the extent they are relevant to the services provided by PEP to you.

1. Account Registration.

(a) Registration. To access and use certain portions of the Portal, PEP will complete a registration process and/or setup an account or login (“Account”) on your behalf. We reserve the right to decline, terminate, or suspend an Account, for any or no reason, including, without limitation, failing to meet the eligibility requirements set forth in these Terms. If you create an Account as an employee or agent on behalf of a company or other entity, you represent and warrant that you are authorized to enter into binding contracts, including these Terms, on behalf of yourself and the company or entity you represent. You agree that you are responsible for all activities on your Account. If your employment with the organization or company on behalf of whom you have agreed to these Terms terminates or you are no longer authorized to act on behalf of or bind such organization or company, you agree to immediately cease all use of your Account and no longer access the Portal or Services. If you wish to access the Portal or Services again,

PEP must re-register an account for yourself or on behalf of a new organization or company. Any access to an Account, the Portal, or Services linked to an organization or company that no longer employs you or on whose behalf you are no longer authorized to act shall constitute a material breach of these Terms. You agree to contact us immediately by phone at 1-513-390-7655 if you become aware of any breach of security or unauthorized use of your Account. We have the right to disable any Account, at any time in our sole discretion for any or no reason.

(b) Account Profile. Once PEP has registered for an Account on your behalf or on behalf of your company or organization, you must complete a user profile (“Profile”), which you consent to be shown to other users at our discretion. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Portal or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your skills, your qualifications, or any other information requested of you. Further, you agree to correct any such information that is or becomes false or misleading.

(c) Account Permissions. You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that PEP may create an Account on behalf of your business or organization. By granting other users permissions under your Account, you represent and warrant that (a) the user is authorized to act on your behalf, (b) you are financially responsible for the user’s actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account, and (c) you are fully responsible and liable for any action of any user to whom you have provided any permissions and any other person who uses the Account. If any such user violates these Terms, it may affect your ability to use the Portal.

(d) Usernames and Passwords. When PEP provides you with an Account, a username and password will be assigned to you for the Account. You are solely responsible for safeguarding and maintaining the confidentiality of your username and password and agree not to share your username or password with any person. You authorize us to assume that any person using the Portal with your username and password is you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another user of the Portal.

2. License; Access and Use.

(a) Subject to the limitations set forth in these Terms, PEP hereby grants User a non-exclusive, non-transferable, non-sublicenseable license to access and use the Portal for the sole purpose of receiving and using the Portal for User’s internal business purposes that are non-competitive with ours (“Business Use”). Access and use of the Portal shall be web-enabled access only, and nothing herein shall entitle User to the object or source code of the Portal.

(b) In all instances, the Portal and the Services are not being sold to you; rather, you are being granted a limited and revocable license to access and use the Portal and Services. Access to and use of the Portal and Services is limited the User's Business Use. By accessing and using the Portal and the Services, you agree to: (i) use our Services solely for the Business Use; (ii) to keep strictly confidential all user content (including any user's Account information), Service Content and other user/customer information accessed through the use of the Portal and Services, as well as any Confidential Information (as defined herein); (iii) not share any Confidential Information with anyone except to those employed by your employer, but only where the sharing of the Confidential Information is necessary to further the Business Purpose and only after those persons have been informed of these obligations of confidentiality and have agreed to be bound or are already bound by obligations of confidentiality at least as restrictive as those contained herein ; (iv) not share your Account access information with any other user, including other employees of your employer; (v) comply with all applicable local, state, national and foreign laws, treaties and regulations in connection with your access and use of the Portal, including those related to data privacy and security; and (vi) promptly notify us of any violation of this Section..

(c) Access to and use of the Portal and Services generally require that you have internet or data network access. You are responsible for obtaining all such access, along with the computers, mobile devices and other equipment necessary and any software necessary to access and use the Portal and Services and ensuring that all persons who access and use the Portal through your internet connection or your Account will comply these Terms.. We do not guarantee that the Portal or Services, or any portion of them, will or will continue to function on or interoperate with any particular equipment, device, or software.

(d) You acknowledge that we reserve the right to discontinue access to or use of the Portal and the Services, in whole or in part, at any time. When using the Portal and Services, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright and privacy laws. Except as expressly permitted in these Terms or as we may otherwise permit, you may not use, reproduce, duplicate, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Service Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its applicable owner. In certain instances, we may suggest, ask or otherwise permit you to download, install or print Service Content. In such a case, you may do so only in the manner authorized. You acknowledge that you do not acquire any ownership rights by downloading, installing or printing Service Content.

(e) Furthermore, except as expressly permitted in these Terms, you may not:

(i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice we include in, on, or through the Portal, Services, or Service Content;

(ii) circumvent, disable or otherwise interfere with our security-related features including, without limitation, any features that prevent or restrict access to or the use of or copying of the Portal, Services, or Service Content;

(iii) use an automatic device (such as a robot or spider) or manual process to monitor, copy, or “scrape” the Portal, Services, or Service Content for any purpose without our express written permission;

(iv) collect or harvest any personally identifiable information or non-personally identifiable information from our the Portal, Services, or Service Content including, without limitation, user names, passwords, email addresses;

(v) solicit other users to join or become members of any commercial online service or other organization without our prior written approval;

(vi) use any device, software, or routine that interferes with the proper working of the Portal, Services, or Service Content or PEP’s equipment, network, and systems;

(vii) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;

(viii) impersonate or attempt to impersonate PEP, a PEP employee, another user, or any other person or entity (including, without limitation, by using email addresses or Accounts or Profiles associated with any of the foregoing);

(ix) attempt to or interfere with the proper working of the Portal, Services, or Service Content or impair, overburden, or disable the same;

(x) decompile, reverse engineer, or disassemble any portion of the Portal, Services, or Service Content;

(xi) use network-monitoring software to monitor their availability or to determine architecture of or extract usage data from the Portal, Services, or Service Content;

(xii) encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person’s Account);

(xiii) violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce;

(xiv) use the Portal, Services, or Service Content for purposes that are competitive with PEP; and/or

(xv) engage in any conduct that restricts or inhibits any other user from using or enjoying our the Portal, Services, or Service Content.

(f) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms.

3. Submission of Files.

(a) To the extent applicable, on or through the Portal and Services, PEP may permit you to upload, access, or otherwise share certain documentation, files, photographs, or other content (collectively, "Files") for the provision of goods and or services to PEP or our customers.

(b) By uploading a File, User warrants that:

(i) it is the owner of the Files or otherwise has the right to upload or disclose the Files as part of the Services; and

(ii) its use of Services will not cause the transmission of spam, unsolicited messages, or infringing, offensive, threatening, or otherwise unlawful content that violates applicable law or the rights of third parties.

(c) The Portal is not intended to function as a data repository. PEP will only store the Files as long as necessary to achieve the purpose of the Services. After the expiration of this Agreement PEP will delete any Files or other information within thirty (30) days, unless otherwise required to maintain such Files in accordance with applicable law.

(d) The information contained in any File will be treated as Confidential Information and shall not be disclosed by PEP to any third party except as may be directed by you to perform the Services or as otherwise required by order of any court or governmental agency of competent jurisdiction.

4. User Data.

(a) Data. As between User and PEP, User owns all documentation, Confidential Information, Profile information, and any other electronic data uploaded to the Portal (collectively, the "User Data"). So long as User has an active Account, User grants to PEP a non-exclusive, non-transferable, non-assignable (except as permitted herein), royalty-free license to access and use User Data in order to provide the Portal and Services to User and as necessary to monitor and improve the Portal and Services provided to User. PEP will not: (a) modify User Data, (b) disclose User Data except as compelled by law or as expressly permitted in writing by User, or (c) access User Data except to provide the Services to User, prevent or address service or technical problems, or at User's request in connection with User support matters.

(b) Privacy. Our Privacy Policy, [pep Privacy Notice](#), the terms of which are hereby incorporated herein by reference, governs the processing of all Personal

Information (defined below) collected your use of and access to the Portal and the Services.

(c) Feedback. User grants to PEP worldwide, perpetual, irrevocable, royalty-free permission to use and incorporate into the Portal and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by User.

5. Subject Data.

(a) Use of Subject Data. PEP acknowledges that it may receive or have access to personally identifiable information (“Personal Information”) of a data subject and/or a User (“Subject Data”) (including Personal Information) provided by User. To the extent applicable, User shall comply with all data processing requirements set forth in the applicable PEP Information Security Terms (“Security Terms”) available at <https://pepconnect.com/termsandconditions/documents.html>; password: pep promotions. In relation to all such Subject Data: (i) PEP acknowledges that User is the data controller of such data and that PEP is only acting on User’s behalf as the data processor or service provider as applicable law dictates; and (ii) PEP shall process such Subject Data as permitted under these Terms and in accordance with applicable law. Each Party agrees that User’s use of the Portal to process such Subject Data shall be deemed a written instruction to PEP to process such Subject Data. PEP will not: (a) modify Subject Data except in order to provide the Services or in accordance with applicable law, (b) disclose Subject Data except as permitted by applicable law or as expressly permitted in writing by User or these Terms, or (c) access Subject Data except to provide the Services to User or as otherwise permitted by applicable law.

(b) Subject Data License. User hereby grants to PEP a worldwide, non-exclusive, non-sublicenseable, non-transferable, non-assignable, royalty-free, license to collect, process, store, host, copy, transmit, display, distribute, and disseminate Subject Data for the purposes of providing the Services. As between PEP and User, User shall own and retain all right, title, and interest, including all intellectual property rights, in and to the Subject Data, including any improvements, modifications, and enhancements to it. Except for the rights expressly granted in this Agreement, PEP shall acquire no other rights, express or implied, in or to the Subject Data, and all rights not expressly provided to PEP hereunder are reserved by User and its licensors.

(c) Ownership of Subject Data. User is solely responsible for all Subject Data submitted to the Portal. User will ensure that Subject Data complies with applicable law and regulations. As between PEP and User, User owns all Subject Data. Except as otherwise provided herein, User, not PEP, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of or right to use all Subject Data.

6. Service Content & Third-Party Links.

(a) You may not rely on any information and opinions expressed through any of the Portal or Services for any purpose. In all instances, it is your responsibility to

evaluate the accuracy, timeliness, completeness, or usefulness of any Service Content. Use of the Service Content is at your own risk and under no circumstances will we be liable for any loss or damage caused by your reliance on any Service Content.

(b) In many instances, Service Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement offered through the Portal or Services by anyone other than our authorized employees or spokespersons while acting in their official capacities.

(c) The Portal or Services may link or contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

7. Confidential Information. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has business, technical or financial information relating to Disclosing Party’s business which it has disclosed or may disclose in connection with this Agreement that is either marked as confidential or proprietary or that, given the nature of the information or the circumstances of the disclosure, reasonably ought to be considered to be confidential (“Confidential Information”). PEP’s Confidential Information includes non-public information regarding features, functionality, and performance of the Portal and Services, as well as all non-public user-visible aspects of the Portal and Services. User’s Confidential Information includes information provided by User to PEP to enable the provision of the Services as well as all User Data. All pricing and related metrics related to the Services is PEP Confidential Information.

8. Indemnification. You agree to indemnify and hold harmless PEP and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies (collectively, the “PEP Indemnified Parties”) from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys’ fees and costs) arising out of, related to, or that may arise in connection with: (i) your use of the Portal, Services, or Service Content; (ii) any actual or alleged violation or breach by you of these Terms; (iii) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; (iv) User Data, or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

9. Intellectual Property.

(a) Ownership. The Portal, Services and associated content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation,

interfaces and interactive features included with or available through the Portal or Services and all intellectual property rights to the same, including, without limitation, all trademarks, service marks, trade names and trade dress that may appear on the Portal or Services and/or the “look and feel” of any of the foregoing are owned by us, our licensors, our affiliates, or third parties (collectively, the “Service Content”), are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms, you shall not acquire any right, title or interest in the Portal, Services, or any Service Content. Any rights not expressly granted in these Terms are expressly reserved.

(b) No right, title or interest in or to the Portal and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) is transferred to you, and we reserve all rights not expressly granted herein. Any use of the Portal not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

(c) YOU COVENANT NOT TO SUE OR MAKE OR ASSERT AGAINST ANY PEP INDEMNIFIED PARTY ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO THE PORTAL OR SERVICES.

10. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE PORTAL, SERVICES, AND THE SERVICE CONTENT IS AT YOUR SOLE RISK. THE PORTAL, SERVICES, AND SERVICE CONTENT (INCLUDING SOFTWARE) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE PEP PARTIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE PORTAL, SERVICES, AND SERVICE CONTENT WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE PORTAL, SERVICES, AND SERVICE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH OUR SERVICES OR REFERENCED IN THE PORTAL, SERVICES, AND SERVICE CONTENT; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PORTAL, SERVICES, AND SERVICE CONTENT; (6) WARRANTIES THAT YOUR USE OF THE PORTAL, SERVICES, AND SERVICE CONTENT WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE PORTAL, SERVICES, AND SERVICE CONTENT (INCLUDING SOFTWARE) WILL BE CORRECTED.

11. LIMITATION ON LIABILITY.

(a) UNDER NO CIRCUMSTANCES SHALL ANY OF THE PEP PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR

EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE PORTAL, SERVICES, SERVICE CONTENT, OR THESE TERMS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PORTAL, SERVICES, AND SERVICE CONTENT IS TO STOP USING THE PORTAL, SERVICES, AND SERVICE CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF GOODS OR SERVICES RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR SERVICE CONTENT OR ANY LINKS PLACED IN OUR SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES OR SERVICE CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY USING OUR SERVICES.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF ALL OF THE PEP PARTIES EXCEED THE LESSER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY PEP DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$500. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE PORTAL, SERVICES, SERVICE CONTENT, OR THESE TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

12. Termination.

(a) We reserve the right in our sole discretion and at any time to terminate or suspend your Account and/or block your use of the Portal, Services, and Service Content for any or no reason. You agree that PEP is not liable to you or any third party for any termination or suspension of your Account or for blocking your use of the Portal or Services.

(b) Any suspension or termination shall not affect your obligations to us under these Terms. The provisions of these Terms which by their nature should survive the suspension or termination of your Account or these Terms shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, and limitations on liability.

13. Amendment; Additional Terms.

(a) We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Portal or Services or to modify these Terms. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Portal or Services generally, unique

of the Portal or Services, or both ("Additional Terms"). To the extent any Additional Terms conflict with these Terms, the Additional Terms will control.

(b) Modifications to these Terms or Additional Terms will be effective immediately upon notice, either by posting them to the Portal or Services, notification by email or through the Portal or Services. It is your responsibility to review the Terms from time to time for any changes or Additional Terms. Your access and use of the Portal or Services following any modification of these Terms or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms or to any Additional Terms, immediately discontinue use of the Portal or Services and, if applicable, terminate your Account.

14. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. Governing Law; Dispute Resolution; Arbitration; Class Action Waiver.

(a) User's use of the Portal and Services and these Terms shall be governed in accordance with the laws of the State of Ohio, without regard to conflict of law provisions (except for those that would permit the adoption and application of Ohio law).

(b) Any dispute, claim or controversy among the parties arising out of or relating to these this Agreement or the Services ("Dispute") shall be finally resolved by and through binding arbitration in accordance with the Federal Arbitration Act to the exclusion of any other Federal, state or municipal law of arbitration. Both the foregoing agreement of the parties to arbitrate any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration, shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.

(c) For any Dispute, the place of arbitration shall be in Hamilton County, Ohio.

(d) The cost of the arbitration proceeding, including, without limitation, each party's attorneys' fees and costs, shall be borne by the unsuccessful party or, at the discretion of the arbitrators, may be prorated between the parties in such proportion as the arbitrators determine to be equitable and shall be awarded as part of the award.

(e) RESTRICTIONS ON ARBITRATION: ALL DISPUTES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE

ARBITRATED ON AN INDIVIDUAL BASIS. ANY DISPUTES USER MAY HAVE AGAINST PEP, ITS AFFILIATES, SUBSIDIARIES, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS, USER HEREBY AGREES TO BIFURCATE AND ARBITRATE AGAINST THEM INDIVIDUALLY IN HAMILTON COUNTY, OHIO. USER IS WAIVING ITS RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. THE PARTIES AGREE THAT THE ARBITRATORS HAVE NO AUTHORITY TO ORDER CONSOLIDATION OR CLASS ARBITRATION OR TO CONDUCT CLASS-WIDE ARBITRATION PROCEEDINGS, AND ARE ONLY AUTHORIZED TO RESOLVE THE INDIVIDUAL DISPUTES BETWEEN THE PARTIES AND THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS. FURTHER, USER WILL NOT HAVE THE RIGHT TO CONSOLIDATION OR JOINDER OF INDIVIDUAL DISPUTES OR ARBITRATIONS, TO HAVE ANY DISPUTE ARBITRATED ON A CLASS ACTION BASIS, OR TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

(f) THE VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND CLASS-WIDE ARBITRATION, IF CHALLENGED, ARE TO BE DETERMINED SOLELY AND EXCLUSIVELY BY THE STATE AND FEDERAL COURTS LOCATED IN HAMILTON COUNTY, OHIO.

(g) WITHOUT WAIVING THE RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF THIS SECTION 14 BE STRICKEN FROM THIS AGREEMENT OR DEEMED OTHERWISE INVALID OR UNENFORCEABLE, THEN THIS ENTIRE SECTION 14 (OTHER THAN THIS SENTENCE) SHALL BE STRICKEN FROM THIS AGREEMENT AND INAPPLICABLE, AND ANY AND ALL DISPUTES SHALL PROCEED IN THE STATE AND FEDERAL COURTS LOCATED IN HAMILTON COUNTY, OHIO AND BE DECIDED BY A JUDGE, SITTING WITHOUT A JURY, ACCORDING TO APPLICABLE COURT RULES AND PROCEDURES, AND NOT AS A CLASS ACTION LAWSUIT.

16. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 15 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

17. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of PEP.

18. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

19. Notices. We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) posting to the Portal or Services. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.

20. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

21. Entire Agreement. These Terms, the terms of any RFE, PO Terms, our Privacy Policy, and any Additional Terms will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.