

TERMS OF SERVICE

DATE: May 28, 2021

INTRODUCTION AND OVERVIEW

Please carefully read these Terms of Use (these “Terms”) because they set forth a legally binding agreement between you (“you”, “your”, and/or “guests”) and International Academy of Television Arts & Sciences, Inc (“we”, “us”, “our”, and/or the “Academy”), and govern your access and use of any website, application, video, software, or other online or offline service location that posts a link to these Terms (collectively, the “Services”). We offer the Services, including all information, tools, and services available herein to you, conditioned upon your acceptance of and strict adherence to these Terms.

BY ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THESE TERMS NOW OR IN THE FUTURE, THEN DO NOT ACCESS OR USE THE SERVICES. YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF ANY CHANGES IN THESE TERMS, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH CHANGES.

In some instances, both these Terms and separate terms elsewhere on the Services will apply to your use of the Services (“Additional Terms”). To the extent there is a conflict between these Terms and any applicable Additional Terms, the Additional Terms will control unless they expressly state otherwise.

We control and operate the Services from the United States, and we make no representation that the Services are appropriate or available for use beyond the United States. Software related to or made available by the Services may be subject to United States export controls, and except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to United States export controls or sanctions.

You may not use the Services unless you are at least thirteen (13) years old.

Arbitration Notice

UNLESS YOU OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE YOU FIRST AGREE TO THESE TERMS BY FOLLOWING THE OPT-OUT PROCEDURE SPECIFIED IN THE DISPUTE RESOLUTION SECTION BELOW, AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SUCH SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

SERVICES AND CONTENT

Content

The Services contain: (i) materials and other items relating to the Academy and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Services, and the compilation, assembly, and arrangement of the materials of the Services and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of the Academy; and (iii) other forms of intellectual

property (collectively, "Content"). All right, title, and interest in and to the Services and the Content are the property of the Academy or our licensors or certain other third parties, and is protected by United States and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

We reserve the right (but shall have no obligation) to screen, review, flag, filter, modify, refuse, or remove any or all Content. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

Limited License

Subject to your strict compliance with these Terms and any applicable Additional Terms, we grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to access, enter, attend, download, display, view, use, consume, and/or otherwise exploit the Services and the Content in each case for your personal, non-commercial use only. This limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be suspended or terminated for any reason, in our sole discretion, and without advance notice or liability. To protect all parties' intellectual property rights, any unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable you to access and use the Services, if any. You acknowledge and agree that your use of the Services is at your sole risk and responsibility. We expressly reserve the right to remove and/or delete any data, files, and/or other information stored or used in connection with the Services for any reason.

Availability

We reserve the right to refuse access to the Services and/or Content to anyone for any reason at any time. We may suspend or terminate the availability of the Services and Content, in whole or in part, to you for any reason, in our sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Services, or upon notice from us, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Services and Content.

Reservation of Rights

All rights not expressly granted to you are reserved by the Academy and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Content or Services for any purpose is prohibited.

Products

In providing the Services, we may make physical or digital products available to you for purchase. We reserve the right, but are not obligated, to limit the sales of the Academy products to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product made through the Services is void where prohibited. We do not warrant that the quality of any products purchased or obtained by you will meet your expectations, or that any errors will be corrected.

In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Services.

All physical products purchased from the Services are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon delivery to the carrier.

Pricing

All prices and availability of products are subject to change without notice. We make every effort to provide you the most accurate information on pricing and availability. Further, some products may be incorrectly priced. In the event a product is listed at an incorrect price, we have the right to refuse or cancel any orders placed for the product listed at the incorrect price.

SUBMISSIONS, COMMENTS, AND FEEDBACK

If you send certain specific submissions or creative ideas, suggestions, proposals, plans, user content, comments, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Submissions"), you grant us (and you represent that you have the rights to grant) a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable, and cost-free right and license to host, store, use, display, reproduce, modify, adapt, edit, combine with other materials, publish, distribute, create derivative works from, promote, exhibit, broadcast, syndicate, sublicense (including, without limitation, to third party media channels, platforms, and distributors), publicly perform, publicly display, and otherwise use and exploit in any manner whatsoever, or grant third parties the right to do any of the foregoing, all or any portion of your Submissions, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You further irrevocably grant us the right, but not the obligation, to use your name, image, likeness, picture, avatar, social media handle, biographical information, or other indicia, in connection with your Submissions. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights.

By uploading Submissions to the Services, you hereby authorize the Academy to grant to each end user a personal, limited, non-transferable, perpetual, non-exclusive, royalty-free, fully-paid license to access, download, print and otherwise use your Submissions for their internal or personal purposes and not for distribution, transfer, sale, or commercial exploitation of any kind. You are responsible for your Submissions, so please do not make objectionable content available on or through the Services. You should only provide Submissions that you are comfortable sharing with others under these Terms.

You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted herein unless otherwise provided for in any applicable Additional Terms. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to existing or future intellectual property rights relating to your Submissions. You waive any and all rights and claims in connection with our consideration, use, or development of any product, content, or other materials similar or identical to your Submission now or in the future.

You agree that your Submissions will not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your Submissions will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any Submissions. You are solely responsible for any Submissions you make and their accuracy. We take no responsibility and assume no liability for any Submissions provided by you or any third-party.

You represent and warrant that any Submissions containing licensed music is not subject to and we have no obligation to pay royalties to any third party, including without limitation a sound recording copyright owner (e.g., a record label), a musical work copyright owner (e.g., a music publisher), a PRO (e.g., ASCAP, BMI, SESAC, etc.), a sound recording PRO, any unions or guilds, or other third parties.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated the Content. We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all Content, including Submissions. Any use or reliance on any Content made available via the Services or obtained by you through the Services is at your own risk.

You understand that your Submissions (except for credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services. We also do not endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate, or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will the Academy be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

ACCOUNTS

Certain features of the Services may require you to create an account and become a registered user. It is important that you provide us with accurate, complete, and up-to-date information for your account and you agree to update such information, as needed, to keep it accurate, complete and up to date. If you do not, we may suspend or terminate your account. We reserve the right to initiate forfeiture of any username for any reason or to disable any log-on ID, at any time, if in our opinion you fail to comply with any of the provisions of these Terms or if any details provided are proved or suspected to be false.

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account, whether or not you are aware of them. We encourage you to use "strong" passwords (passwords that use a combination of upper- and lower-case letters, numbers, and symbols) with your account. We are not liable for any loss or damage arising from your failure to comply with the above requirements. If your account is hacked or any third parties use your account, you should immediately notify us and follow our instructions. We may restrict usage, terminate, and/or delete any account at any time in our sole discretion.

You agree to provide current, complete, and accurate purchase and account information for all purchases made using our Services. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

THIRD-PARTY SERVICES

We may provide you with access to third-party tools, content, products or services over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such third-party content “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of such third-party content.

Any use by you of third-party content offered through the Services is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Third-party links on this site may direct you to third-party websites that are not affiliated with the Academy. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties available through or at such third-party links.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

ADVERTISEMENTS

The Services may include advertisements, which may be targeted to the Content on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for us granting you access to and use of the Services, you agree that the Academy and its affiliates, third party providers, and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others, unless otherwise provided.

PROMOTIONS

Any Academy-sponsored sweepstakes, contests, or other promotions will be governed by a separate set of rules or terms and conditions. However, for certain promotions the following general rules in this paragraph apply absent any supplemental official rules or conditions or any contrary terms in the supplemental official rules or conditions for the promotion. Your promotion entry shall be considered a Submission and is subject to all provisions of these Terms. We may disqualify entries that are late, misdirected, incomplete, corrupted, lost, illegible, or invalid. Use of automated entries, votes, or other programs is prohibited and all such entries (or votes) will be disqualified. We reserve the right to modify, suspend, cancel, or terminate a promotion, extend and/or resume the entry period, or disqualify any participant or entry, at any time, for any or no reason, without giving advance notice. We may do so in the event that we cannot guarantee the promotion will be carried out fairly or correctly for technical, legal, or other reasons, or if we suspect that any person has manipulated entries or results, provided false information, or acted unethically. If we cancel or terminate a promotion, prizes may be awarded as provided

in that promotion's official rules. The Services may contain certain contest or sweepstake based mechanisms that are not available in all jurisdictions.

DMCA/COPYRIGHT POLICY

We take copyright infringement claims seriously and respond to copyright notifications submitted under the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA"). To submit a notice of claimed copyright infringement under United States law, provide our designated agent with the following written information:

- A physical or electronic signature of the copyright owner or a person authorized to act on his or her behalf;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the infringing material and information reasonably sufficient to permit us to locate that material;
- Your contact information, including your address, telephone number, and an e-mail address;
- A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated agent is:

Website Management
The International Academy of Television Arts & Sciences
25 W 52nd Street
New York, NY 10019
Phone: 1-212-489-6969
Email: iemmys@iemmys.tv

You can obtain further information from the Copyright Office's online directory at www.dmca.copyright.gov/osp.

We will respond to notifications of claimed copyright infringement in accordance with the DMCA.

Counter Notification

If you believe that your material has been removed in error in response to a copyright notification, you may submit a counter notification to our designated agent with the following written information:

- A physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the Academy may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

We will respond to counter notifications in accordance with the DMCA.

CUSTOMER SUPPORT

Contact us here for questions about your use of the Services and/or these Terms: iemmys@iemmys.tv. When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information on the Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Services or on any related website, should be taken to indicate that all information on the Services or on any related website has been modified or updated.

DISCLAIMERS

THE SERVICES, AND ANY CONTENT THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICES AND THE CONTENT MAY CONTAIN AUDIO-VISUAL EFFECTS, STROBE LIGHTS OR OTHER MATERIALS THAT MAY AFFECT YOUR PHYSICAL SENSES AND/OR PHYSICAL CONDITION. WE ARE NOT RESPONSIBLE WHETHER SERVICES, INCLUDING ANY CONTENT THEREIN, ARE ACCURATE, COMPLETE, OR CURRENT. CONTENT IS PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS. ANY RELIANCE ON THE SERVICES, AND ANY CONTENT THEREIN, IS AT YOUR OWN RISK.

THE SERVICES AND CONTENT THEREIN MAY CONTAIN CERTAIN HISTORICAL INFORMATION. HISTORICAL INFORMATION, NECESSARILY, IS NOT CURRENT AND IS PROVIDED FOR YOUR REFERENCE ONLY. WE RESERVE THE RIGHT TO MODIFY THE SERVICES AND ANY CONTENT AT ANY TIME, BUT WE HAVE NO OBLIGATION TO UPDATE THE SERVICES OR THE CONTENT. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MONITOR CHANGES TO THE SERVICES THAT MAY AFFECT YOU.

WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES AND/OR ANY CONTENT THEREIN FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICES AT ANY TIME, WITHOUT NOTICE TO YOU.

LIMITATIONS OF OUR LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ACADEMY BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICES, (B) THESE TERMS, OR (C) YOUR MISUSE OF THE SERVICES OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED RESULTING FROM THE ACADEMY'S INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Academy, our parent, affiliate, and subsidiary entities, and each of our and their respective partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your misuse of the Services and/or the Content; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; (vi) your use of a third-party product, service, and/or website; or (vii) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not in any event settle any claim without our prior written consent.

TERMINATION

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use the Services, or when you cease using the Services.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate these Terms at any time without notice; and/or accordingly may deny you access to the Services.

The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the Services (or any part thereof).

GOVERNING LAW

These Terms and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of the state of New York without reference to its conflicts of laws principles.

DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Agreement to Arbitrate

You and the Academy agree that any dispute, claim, or controversy arising out of or relating to these Terms, or the use of the Services (“Disputes”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court (a “Small Claims Action”) and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights (an “IP Protection Action”). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in New York County and the Academy and you waive any objection to jurisdiction and venue in such courts and consent to their jurisdiction. You agree you may bring arbitration claims only on your own behalf and not on behalf of any other person or entity.

Unless you timely provide us with an Arbitration Opt-out Notice (as defined below in the subsection titled “Your Choices”), you acknowledge and agree that you and the Academy are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and the Academy otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of any class or representative proceeding.

This clause does not limit either party’s ability to file an action in a court with jurisdiction to seek injunctive or other equitable relief for disputes relating to intellectual property, proprietary data, or to enforce this dispute resolution clause, including your agreement not to assert claims related to the suspension or termination of another person’s account. In any such action, the court rather than an arbitrator must decide whether such a claim is arbitrable and must decide whether the party is entitled to the requested injunctive or other equitable relief.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this Dispute Resolution Section. (The AAA Rules are available at <https://www.adr.org/mediation> or by calling the AAA at 1–800–778–7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Dispute Resolution Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules (The AAA provides a form Demand for Arbitration). The arbitrator will be

either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and the Academy otherwise agree, the arbitration will be conducted in the state where you reside, with the option for you to participate telephonically to the extent the AAA Rules allow. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and the Academy submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions which the arbitrator based its award on. Judgment on the arbitration award may be entered in any court having jurisdiction over the arbitration award. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" subsection of these Terms as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. The Academy will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration, unless such arbitration is found by the arbitrator to be frivolous under the standards of the Federal Rules of Civil Procedure 11(b) and in that case, the Academy shall be entitled to recover attorneys' fees in addition to any damages awarded to it.

Fees

If the arbitrator finds that your payment of the administrative and arbitrator fees (excluding any attorney's fees) under this subsection is a burden on you, we agree to pay those fees for you (but not any attorney's fees).

Changes

By rejecting any changes to these Terms, you agree that you will arbitrate any Dispute between you and the Academy in accordance with the provisions of this Section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Your Choices

If you do not want to settle Disputes by arbitration as described above, you will notify us by sending us written notice (including by email to iemmys@iemmys.tv) telling us that you do not want to use arbitration, within thirty (30) days of the date on which you agreed to these Terms (such notice, an "Arbitration Opt-out Notice"). If you do not provide us with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute except for a Small Claims Action and an IP Protection Action as stated above.

Investigations

We reserve the right to investigate and prosecute any suspected breaches of these Terms or the Services. We may disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY THE ACADEMY OR A LICENSOR OF THE ACADEMY.

CHANGES TO TERMS AND TO THE SERVICES

You can review the most current version of the Terms on the Services.

We reserve the right to update, change, or replace any part of these Terms by posting updates and/or changes to our website (which constitutes notice to you). It is your responsibility to check the Services periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

We may provide patches, updates, or upgrades to the Services that must be installed for you to continue to use the Services. Although we will use commercially reasonable efforts to notify you, we may update the Services remotely without notifying you, and you hereby consent to us applying patches, updates, and upgrades. You acknowledge that your use of the Services does not confer on you any interest, monetary or otherwise, in any aspect or feature of the Services, including but not limited to (where applicable) any rewards, or Content (save for where it is your own Submissions). You also acknowledge that any data, customization, or other data related to your use of the Services may cease to be available to you at any time without notice from us, including without limitation after a patch, update, or upgrade is applied by us. We do not have any maintenance or support obligations with respect to the Services.

SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

ENTIRE AGREEMENT

These Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

Any failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

ASSIGNMENT

You shall not, without our prior written consent, assign, transfer, charge, or sub-contract all or any of your rights or obligations under these Terms, and any attempt without that consent will be null and void. If such restrictions on transfer under these Terms are not enforceable under the law of your country, then these Terms will be binding on any such recipient. We may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under these Terms.

CALIFORNIA RESIDENTS

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.

PRIVACY POLICY

For information about our data collection, use, and sharing practices, please read our privacy policy available [HERE](#). This policy explains how we collect, use, and share information about you as well as your rights and choices regarding such information. You agree to the data practices and activities as described in our privacy policy.