

Gala360, Inc. d/b/a Gala360 (“Gala360”) provides its services through our websites accessible at Gala360App.com and any other website for which Gala360 owns the domain registration (the “Site”), its proprietary video viewing platform and the services made available by Gala360 therein, including the “Gala360 Network,” and certain online or mobile products, game system platforms or Gala360 hardware or software products that allow you to access the Gala360 services (collectively, the “Service”). These detailed Terms of Use, **INCLUDING THE BINDING ARBITRATION PROVISION CONTAINED IN SECTION 22**, and which incorporate our Privacy Policy, Copyright Policy, and Trademark Policy (collectively “TOU”), govern your use of the Service. It is therefore important that you read and understand these TOU.

1. Acceptance of the TOU

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICE OR BY UPLOADING OR POSTING ANY CONTENT (AS DEFINED BELOW) ON THE SERVICE, YOU, YOUR HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, “YOU”) ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TOU, WHETHER OR NOT YOU HAVE REGISTERED ON OR THROUGH THE SERVICE. IF YOU DO NOT AGREE TO THESE TOU, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICE OR CONTENT. If you are agreeing to these TOU on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in these TOU, in which case the terms “you” and “your” shall refer to such corporate entity. If, after your electronic acceptance of these TOU, Gala360 finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in these TOU. Gala360 shall not be liable for any loss or damage resulting from Gala360’s reliance on any instruction, notice, document or communication reasonably believed by Gala360 to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Gala360 reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by these TOU for transactions entered into by you, anyone acting as your agent and anyone who uses the Service, whether or not authorized by you.

Certain areas of the Service, including, but not limited to, the areas of the Service through which you may purchase Gala360 products, may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions (“Product-Specific Terms”). If there is a conflict between these TOU and terms and conditions posted for a specific area of the Service, the Product-Specific Terms will take precedence with respect to your use of or access to that area of the Service.

2. Eligibility

The Service is available only to users who can form legally binding contracts under applicable law. By accessing or using the Service, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Service found under the laws of the United States or other application jurisdiction.

3. Account Registration

In order to access or use certain features of the Service you may be required to create an account (“Account”) and become a “Registered User” of the Service. During the registration process you will be required to provide certain information and establish a username and a password. You agree to provide

accurate, current and complete information during the registration process and at other times when you use the Service and to update such information to keep it accurate, current and complete. Gala360 reserves the right in its sole discretion to refuse to keep Accounts for, or provide services to, any individual. Gala360 reserves the right to suspend or terminate your Account if any information provided during the registration process or at other times proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Gala360 of any unauthorized use of your Account.

4. Privacy

See Gala360's Privacy Policy [here](#) for information and notices concerning Gala360's collection and use of your personal information.

5. Ownership and Intellectual Property

The Service and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these TOU, Gala360 and its licensors exclusively own all right, title and interest in and to the Service and Content, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service or Content.

All trademarks, service marks, logos, trade names and any other proprietary designations of Gala360 used herein are trademarks or registered trademarks of Gala360. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

6. Your License to Use the Services

"Content" on the Service means any links, text, graphics, images, music, audio, video, photos, information, code, or other materials available on the Service. Subject to your compliance with these TOU, Gala360 grants you a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and use the Service, and to access, use, view and print any Content solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service or Content, except as expressly permitted in these TOU. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Gala360 or its licensors, except for the licenses and rights expressly granted in these TOU.

7. User Submitted Content

We may, in our sole discretion, permit you to submit, post, upload, publish, email, send or transmit Content on or through the Service or in response to or in connection with Content previously provided via the Service. We may occasionally ask you to resubmit Content to us in a different form. Unless otherwise agreed in writing, Gala360 does not claim any ownership rights in your Content and nothing in these TOU will be deemed to restrict any rights that you may have to use and exploit your Content. By making available any Content through the Service (except for your uploads to Quik, Splice or Plus), you hereby grant to Gala360 a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license,

with the right to sublicense, to use, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, making publicly available and otherwise exploit such Content on and through third-party distribution channels selected by, but not affiliated with, Gala360, in any form, medium or technology now known or later developed, in whole or in part, for any purposes, including for both commercial and non-commercial purposes subject to any limitations on use of your private Content, if applicable, in the Gala360 Privacy Policy; you also grant Gala360 the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Content. By uploading any Content to Quik, Splice or Plus you hereby grant to Gala360 a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, reference, store, cache, license, transfer, publicly display, publicly perform, transmit, stream, broadcast, making publicly available and otherwise exploit such Content in any form, medium or technology now known or later developed, in whole or in part, for all purposes reasonably necessary to provide the Services. You also grant Gala360 the right to use to utilize your Content for the purpose of testing Gala360's internal technologies and processes. You agree that Gala360 may use third party technologies and service providers in the course of exercising any of Gala360's rights within this section. You agree that neither Gala360 nor any third party distribution channels have any obligation to provide any compensation to you for your Content or the licenses granted herein. You understand that Gala360 does not guarantee any confidentiality with respect to Content you submit. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these TOU.

Notwithstanding the above, if you submit Content to Gala360 for Gala360, in its sole discretion, to consider using for its own purposes, you may be asked to agree to a separate license agreement that will supersede this provision with respect to such Content. You acknowledge and agree that Gala360 has no obligation to use any Content that you submit and that you have no obligation to agree to license terms other than those presented in this TOU.

You acknowledge and agree that you are solely responsible for all Content that you make available through the Service. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Content that you make available through the Service or you have all rights, licenses, permissions, consents and releases that are necessary to grant to Gala360 the rights in such Content, as contemplated under these TOU; and (ii) neither the Content nor your posting, uploading, publication, submission or transmittal of the Content or Gala360's use of the Content (or any portion thereof) on, through or by means of the Service or otherwise will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

8. Idea or Proposal Submissions/Feedback

For any proposals or ideas that you submit to Gala360, in addition to any other representations or warranties in these TOU, you represent and warrant that you have the right to disclose such ideas or proposal to Gala360 and that such disclosure does not violate the rights of any other person or party. You will indemnify and hold harmless and defend Gala360 from and against any claims, losses, expenses and liabilities arising from breach by you of the foregoing representation and warranty.

By submitting your idea or proposal you acknowledge and recognize that Gala360 has a number of well-established product lines and is continually busy working on new products, services and

technologies, and as such, Gala360 may currently or in the future be internally developing proposals, ideas or information or receiving proposals, ideas or information from others that are likely to be similar to the proposals or ideas provided by you. Accordingly, nothing in this TOU shall be construed as a representation or inference that Gala360 will not independently develop or authorize the development of products, services or ideas, for itself or for others, that may compete with or be similar to the proposals or ideas you submit. Moreover, Gala360 assumes no fiduciary or confidential obligation of any kind with respect to any proposals, ideas or suggestions made by you that relate to Gala360 product lines or services. You understand we cannot and do not agree to treat as confidential your ideas, proposals, products, improvements or any other information you may decide to submit or disclose to us, even if the documents are marked as confidential or you indicate the confidential nature of the information, except to the extent covered by a separate written nondisclosure agreement, if any, we may choose to enter into with you. You also understand and agree that Gala360's willingness to review any proposals or ideas is not an admission by Gala360 of novelty, priority, or originality and does not impair Gala360's right to contest existing or future patents or copyrights claiming the ideas. You agree that Gala360 assumes no liability in reviewing these proposals or ideas and agree to rely solely upon such protection as may be afforded under the Patent and Copyright Statutes of the United States of America.

If you choose to provide feedback, comments and suggestions for improvements to the Service or otherwise (in written or oral form) ("Feedback"), you acknowledge and agree that all Feedback will be the sole and exclusive property of Gala360 and you hereby irrevocably assign to Gala360 and agree to irrevocably assign to Gala360 all of your right, title, and interest in and to all Feedback, including any intellectual property rights therein.

9. Copyright Policy

Gala360 respects copyright law and expects its users to do the same. Gala360 has adopted and implemented a policy that provides for the termination in appropriate circumstances of registered users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Gala360's Copyright Policy, for further information.

10. General Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any Content (including any links thereto) that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or any duty of confidentiality that you owe to another party; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) promotes, encourages, or engages in terrorism violence against people, animals, or property; (vii) promotes, demonstrates or constitutes illegal or harmful activities or substances; or (viii) promotes, encourages, or engages in child pornography or the exploitation of children.
- Use, display, mirror or frame the Service, or any individual element within the Service, Gala360's name, any Gala360 trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Gala360's express written consent;

- Access, tamper with, or use non-public areas of the Service, Gala360's computer systems, or the technical delivery systems of Gala360's providers;
- Attempt to probe, scan, or test the vulnerability of any Gala360 system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Gala360 or any of Gala360's providers or any other third party (including another user) to protect the Service or Content;
- Attempt to access or search the Service or Content or download Content from the Service through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Gala360 or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Gala360 trademark, logo URL or product name without Gala360's express written consent;
- Use the Service or Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these TOU;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Service or Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Service or Content;
- Interfere with, or attempt to interfere with, the operation of the Service and Content, the access of any user, host or network, including, without limitation, hacking, cracking, sending or installing any kind of computer virus designed to be capable of disrupting, damaging, or limiting the functionality of any software or hardware, overloading, flooding, spamming, or mail-bombing the Service;
- Collect or store any personally identifiable information from the Service from other users of the Service without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Gala360 will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Gala360 may involve and cooperate with law enforcement authorities in prosecuting users who violate these TOU. You acknowledge that Gala360 has no obligation to monitor your access to or use of the Service or Content or to review or edit any Content, but has the right to do so for the purpose of operating the Service, to ensure your compliance with these TOU, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Gala360 reserves the right, at any time and without prior notice, to remove or disable access to any Content, including, any Content, that Gala360, at its sole discretion, considers to be objectionable for any reason, in violation of these TOU or otherwise harmful to the Service or otherwise violates any applicable law.

11. Links

The Service contains links to other websites and online resources that Gala360 does not own, control, authorize, endorse or sponsor and you understand that by using the Service and accessing

third-party links, you may be exposed to content that is offensive, harmful, inaccurate or otherwise inappropriate or that may otherwise violate applicable law. You understand and agree that Gala360 is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement, ownership, control, authorization or sponsorship by Gala360 of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. By using the Service, you expressly release Gala360 from any and all liability arising from your use of any third-party website or on-line resource. Accordingly, Gala360 encourages you to be aware when you leave the Service and to review the terms and conditions, privacy policies, and other governing documents of each website that you may visit.

12. Sweepstakes and Contests

Gala360 may operate sweepstakes, contests and similar promotions (collectively, "Promotions") through the Service. You should carefully review the rules (e.g., the "Official Rules") of each Promotion in which you participate through the Service, as they may contain additional important information about Gala360's rights to and ownership of the submissions you make as part of the Promotions and as a result of your participation in such Promotions. To the extent that the terms and conditions of such Official Rules conflict with these TOU, the terms and conditions of such Official Rules will control.

13. Modifications

Gala360 reserves the right, at its sole discretion, to modify, discontinue or terminate the Service or to modify these TOU, at any time and without prior notice. If we modify these TOU, we will post the modification on the Site or via the Service or provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these TOU. By continuing to access or use the Service after we have posted a modification on the Site or via the Service or have provided you with notice of a modification, you are indicating that your agreement and express consent to be bound by the modified TOU. You may also be asked to re-acknowledge and re-accept the TOU following any material changes. If the modified TOU are not acceptable to you, you may cease using the Service and this is your only recourse.

14. Termination and Account Cancellation

If you breach any of these TOU or otherwise violate applicable law, in its sole discretion and without prior notice to you, Gala360 has the right to suspend, disable, terminate or cancel your Account and/or terminate these TOU. Gala360 is under no obligation to continue to support the Service in any way, or to provide you with updates or error corrections to Service. Your rights under these TOU will terminate immediately and automatically, with or without notice in Gala360's sole discretion, if Gala360 ceases to support the Service. Gala360 reserves the right to revoke, suspend, cancel or disable your access to and use of the Service and Content at any time, with or without cause. You may cancel your Account at any time by contacting Gala360 Support at Gala360.com/support.

15. Disclaimers

THE SERVICE AND CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, Gala360 EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Gala360 MAKES NO WARRANTY THAT THE SERVICE OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. Gala360 MAKES NO WARRANTY THAT Gala360 WILL CONTINUE TO OFFER OR MAKE AVAILABLE THE SERVICES, INCLUDING WITHOUT LIMITATION ANY PARTICULAR SOFTWARE FOR ANY PARTICULAR LENGTH OF TIME AND Gala360 RESERVES THE RIGHT TO CHANGE AND UPDATE THE SERVICE AND ANY SOFTWARE WITHOUT NOTICE TO YOU. Gala360 MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES OR CONTENT PURCHASED OR OBTAINED THROUGH THE SERVICE OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM Gala360 OR THROUGH THE SERVICE OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE.

THE FOREGOING DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TOU OR YOUR USE OF THE SERVICE.

16. Indemnity

You agree to defend, indemnify, and hold Gala360, its subsidiaries and affiliates, and their officers, directors, employees, agents, representatives and attorneys harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Service or Content; (ii) your violation of these TOU or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive the termination or expiration of these TOU or your use of the Service.

17. Limitation and Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER Gala360 NOR ANY OTHER COMPANY OR INDIVIDUAL INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Gala360 HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A

LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT NEW JERSEY LAW APPLIES TO YOU, THIS EXCLUSION OR LIMITATION OF LIABILITY DOES NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL Gala360'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TOU OR FROM THE USE OF OR INABILITY TO USE THE SERVICE OR CONTENT EXCEED ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL AND MATERIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Gala360 AND YOU.

18. Controlling Law and Jurisdiction

These TOU and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to exclusive jurisdiction and venue in such courts.

19. Entire Agreement

These TOU constitute the entire and exclusive understanding and agreement between Gala360 and you regarding the Service and Content, and these TOU supersede and replace any and all prior oral or written understandings or agreements between Gala360 and you regarding the Service and Content.

20. Assignment

Except as otherwise stated herein, these TOU you may not assign or transfer these TOU, by operation of law or otherwise, without Gala360's prior written consent. Any attempt by you to assign or transfer these TOU, without such consent, will be null and of no effect. Gala360 may assign or transfer these TOU, at its sole discretion, without restriction. Subject to the foregoing, these TOU will bind and inure to the benefit of the parties, their successors and permitted assigns.

21. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these TOU, will be in writing and given by Gala360 (i) via email (in each case to the address that you provide) or (ii) by posting to the Service. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

22. Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Gala360 and you agree that these TOU affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service, Gala360 or you must give the other notice of the dispute, claim, or controversy which notice will include a

brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy and the relief requested. You must send any such notice to Gala360 Support through support AT gala360app.com. To the extent that Gala360 has your contact information, it will send any such notice to you by U.S. Mail, or otherwise to your email address. Gala360 and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within thirty (30) days from the date that any notice of dispute, claim, or controversy is sent. Gala360 and you shall use reasonable, good faith, efforts to settle any dispute, claim, or controversy through consultation and good faith negotiations. After 30 days, Gala360 or you may resort to the other alternatives described in this section. Notwithstanding the foregoing, the notice and 30 day negotiation period required by this paragraph shall not apply, however, to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Service.

Except as otherwise specifically set forth below, any dispute, claim, or controversy of any kind between Gala360 and you arising under these TOU or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service, if unresolved through informal discussions within thirty (30) days of receipt of notice, shall be resolved by binding arbitration to be held in the state in which you reside. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Services shall not be subject to arbitration.

For residents outside the United States, arbitration shall be initiated in the courts of the Northern District of California, and Gala360 and you agree to submit to the personal jurisdiction of the courts of the Northern District of California to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver. PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

Gala360 and you agree that Gala360 and you will resolve any disputes, claims or controversies on an individual basis, and that any claims brought under these TOU in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. Gala360 and you further agree that Gala360 and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these TOU or in connection with the Service. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in the Northern District of California.

The terms of this provision will also apply to any claims asserted by you against any parent or affiliated company of Gala360 to the extent that any such claims arise out of your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service and will be binding on you, your heirs, successors, and assigns.

23. U.S. Export Laws

The Service may be subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export

Laws”). Users shall not use the Service to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the Service in violation of any U.S. Export Laws. The Service may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using Service, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including “anti-boycott”, “deemed export” and “deemed re-export” regulations). If you access the Service from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access the Service. The obligations under this section shall survive any termination or expiration of these TOU or your use of the Service.

24. General

The failure of Gala360 to enforce any right or provision of these TOU will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Gala360. Except as expressly set forth in these TOU, the exercise by either party of any of its remedies under these TOU will be without prejudice to its other remedies under these TOU or otherwise. If for any reason a court of competent jurisdiction finds any provision of these TOU invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these TOU will remain in full force and effect. To access the Terms of Service for your territory please change the country setting on the Site by clicking the country link in the top right corner of the pages. If specific terms are not available, we will default to this English version.

25. Contacting Gala360

For US users, if you have any questions about these TOU, please contact Gala360 Support through support AT gala360app.com.