

Last Updated: JULY 17, 2024

Welcome to Karsa. Please read on to learn the rules and restrictions that govern your use of the following online services: (i) the Karsa website located at <https://gokarsa.com>, and all of our other websites to which these Terms are posted (the “Websites”), (ii) the Karsa mobile application(s) to which these Terms are posted (the “Application”); and (iii) any services, content, communications, and product features relating to the Website and Application ((i) through (iii) collectively, the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at:

Email: support@gokarsa.com

Address: 433 Broadway, New York, NY 10013

These Terms of Use (the “Terms”) are a binding contract between you and Karsa, Inc. (“Karsa,” “we” and “us”). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the Privacy Policy and any other relevant policies.

These Terms govern your use of the Services, including your use of the Karsa mobile application to manage your Karsa Visa® Card (“Karsa Card”). Please note that Karsa is not a bank and does not provide banking services. The term “Karsa Account” refers solely to your user account within the Karsa app and platform, used to access and manage your Services, not a bank account. The Karsa Card is subject to its own terms and conditions found in the card holder agreement.

Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.

Please read these Terms carefully. They cover important information about Services provided to you and any charges, taxes, and fees we bill you. These Terms include information about future changes to these Terms, automatic renewals, limitations of liability, a class action waiver and resolution of disputes by arbitration instead of in court. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at <https://gokarsa.com>, send you an email, and/or notify you by some other means. If you don’t agree with the new Terms, you are free to reject them;

unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Karsa takes the privacy of its members very seriously. For the current Karsa Privacy Policy, please click [here](#).

Children's Online Privacy Protection Act

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 16 years of age. We do not knowingly collect or solicit personally identifiable information from children under 16 years of age; if you are a child under 16 years of age, please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a child under 16 years of age, we will delete that information as quickly as possible. If you believe that a child under 16 years of age may have provided us personal information, please contact us at support@gokarsa.com.

What are the basics of using Karsa?

1. Account

When you sign up for an account you will be required to provide us with certain information or data, such as your contact information. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not transfer your account to anyone else without our prior written permission. You will not share your account with anyone, and you are responsible for any activity associated with your account.

2. Eligibility

You must be at least eighteen (18) years old to use the Services. You represent and warrant that (i) you are an individual of at least eighteen (18) years old (and the age of majority in the jurisdiction in which you reside to form a binding contract); (ii) you have not previously been suspended, removed or deactivated from the Services; (iii) you are a legal resident of the United States. You may not register or use the Services on behalf of a business or entity, unless expressly authorized by Karsa.

3. Identity Verification.

You hereby authorize Karsa, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and account information. This may include asking you for further information and/or documentation about your identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources.

4. Personal and Non-commercial Use Only

You may not create more than one (1) Karsa account. You will only use the Services for your own personal and non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

5. Card Services Provided by Rain

Through the Karsa Services, you may open and access a Karsa Card. Your Karsa Card is provided by Rain and governed by the Cardholder Agreement, which you can access [here](#). To report a complaint relating to your Karsa Account and/or Karsa Card, email support@gokarsa.com.

What about messaging?

As part of the Services, you may receive communications through the Services, including messages that Karsa sends you (for example, via email or SMS). When signing up for the Services, you will receive a welcome message. To stop messaging, at any time during your time with us, just respond with 'STOP' and you will no longer receive any messages. If you decide to restart this service, text 'UNSTOP' to Karsa Services and this service will be reinstated. By signing up for the Services and providing us with your wireless number, you confirm that you want Karsa to send you information regarding your account, Karsa Account, Karsa Card or transactions with us or our issuing partner, which may include Karsa using automated dialing technology to text you at the wireless number you provided, and you agree to receive communications from Karsa, and you represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications from Karsa. You agree to indemnify and hold Karsa harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

By agreeing to these Terms, you agree to receive push notifications from us. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Services.

Are there restrictions in how I can use the Services?

You represent, warrant, and agree that you will not contribute any Content or Member Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including Karsa);
- (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Karsa;
- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) jeopardizes the security of your account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (f) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (g) copies or stores any significant portion of the Content;
- (h) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services; or
- (i) are intended for commercial use.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services. Additionally, you agree to treat any Karsa Member Services representatives with due respect should you contact Karsa Member Services.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Karsa’s) rights.

Subject to these Terms, we grant each member of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that Karsa owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this Section still apply.

Who is responsible for what I see and do on the Services?

Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren’t liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can’t guarantee the identity of any members with whom you interact in using the Services and are not responsible for which members gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by Karsa. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Karsa is not responsible for such risks.

Karsa has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Karsa will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Karsa shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between members of the Services, or between members and any third party, you agree that Karsa is under no obligation to become involved. In the event that you have a dispute with one or more other members, you release Karsa, its directors, officers, employees, agents, the service partners and its directors, officers, employees, agents, and Karsa's and service partners' respective partners and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. You hereby waive any rights under any applicable law (including California Civil Code Section 1542 or equivalent statutes in New York or Delaware) that would limit this release to known or suspected claims at the time of execution.

Will Karsa ever change the Services?

We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Do the Services cost anything?

The Services may be free or we may charge a fee for using the Services. If you are using a free version of the Services, we will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services. Note that if you elect to receive text messages through the Services, data and message rates may apply. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply to your use of the Services.

1. **Paid Services.** Certain of our Services are subject to payments (the "Paid Services"). Please see our Website for a description of the Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms. Paid Services cannot be terminated before the end of the period for which you have already paid, and except as expressly provided in these terms, Karsa will not refund any fees that you have already paid.
2. **Billing.** We will bill you by charging your Karsa Account or a bank account or debit card you have linked to your Karsa Account for use of the Paid Services. By choosing to use Paid Services, you agree to pay us all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and you authorize us to charge your Karsa Account or linked bank account or debit card. We reserve the right to correct any errors or mistakes made even if a payment has already been requested or received.
3. **Recurring Billing.** Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring

charges prior to cancellation. WE MAY CHARGE YOUR Karsa ACCOUNT FOR PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION FOR US TO CHANGE YOUR Karsa ACCOUNT OR LINKED BANK ACCOUNT OR DEBIT CARD, GO TO ACCOUNT SETTINGS (FOUND IN THE APPLICATION).

4. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR Karsa ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR Karsa ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS), AND YOU MUST PROMPTLY NOTIFY US IF YOUR Karsa ACCOUNT OR Karsa CARD IS COMPROMISED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR ACCOUNT. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS (FOUND IN THE APPLICATION). IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR Karsa ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.
5. Change in Amount Authorized. If the amount to be charged to your Karsa Account varies from the amount you preauthorized, you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction.
6. Auto-Renewal for Paid Services. Unless you opt out of auto-renewal, which can be done through your account settings (found in the Application), any Paid Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Paid Services at any time, go to account settings. If you terminate a Paid Service, you may use your membership until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the membership fee paid for the then-current subscription period. If you do not want to continue to be charged on a recurring monthly basis, you must cancel the applicable Paid Service through your account settings or terminate your Karsa Account and Karsa Card before the end of the recurring term.
7. Reaffirmation of Authorization. Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Karsa Account or linked bank account or debit card for that Paid Service. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

What if I want to stop using the Services?

You're free to do that at any time by contacting us at support@gokarsa.com; please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Karsa is also free to terminate (or suspend access to) your use of the Services or your account for any reason at our discretion, including your breach of these Terms or Additional Terms. Karsa has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

What about Mobile Applications?

You acknowledge and agree that the availability of our mobile application is dependent on the third party stores from which you download the application, e.g., the App Store from Apple or the Android app market from Google (each an “App Store”). Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from such store, including the specific terms relating to Apple App Store set forth below. You agree to comply with, and your license to use our application is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Use, the more restrictive or conflicting terms and conditions in these Terms of Use apply.

I use the Karsa App available via the Apple App Store – should I know anything about that? These Terms apply to your use of all the Services, including our iOS applications (the “Application”) available via Apple, Inc. (“Apple”) App Store, but the following additional terms also apply to the Application:

- (a) Both you and Karsa acknowledge that the Terms are concluded between you and Karsa only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (c) You will only use the Application in connection with an Apple device that you own or control;
- (d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (f) You acknowledge and agree that Karsa, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) You acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, Karsa, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

- (h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both you and Karsa acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- (j) Both you and Karsa acknowledge and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

Contests, Sweepstakes, and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Services will be governed by rules that are separate from these Terms. If you participate in any of the Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

What else do I need to know?

Warranty Disclaimer. Karsa and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Karsa and all such parties together, the “Karsa Parties”) make no representations or warranties concerning the Services, including without limitation regarding any Content contained in or accessed through the Services, and the Karsa Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Services. The Karsa Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services.

THE SERVICES AND CONTENT ARE PROVIDED BY Karsa (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE Karsa PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE

AGGREGATE, IN EXCESS OF THE GREATER OF (I) ONE-HUNDRED (\$100) DOLLARS OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO Karsa IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity.

You agree to indemnify and hold the Karsa Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Services (including any actions taken by a third party using your account), Karsa Account, Karsa Card, and related banking or other financial products and services provided by service partners (or other financial institutions) through the Karsa Services, and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment.

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Karsa's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of Delaware, without regard to its conflict of laws provisions.

Arbitration Agreement.

Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with Karsa and limits the manner in which you can seek relief from Karsa. Both you and Karsa acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, Karsa's officers, directors, employees and independent contractors ("Personnel") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) **Arbitration Rules; Applicability of Arbitration Agreement.** The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in New York County, New York. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in

accordance with such Rules. Judgement upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) Costs of Arbitration. The Rules will govern payment of all arbitration fees. Karsa will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Karsa will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) Small Claims Court; Infringement. Either you or Karsa may assert claims, if they qualify, in small claims court in New York County, New York or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any 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.

(d) Waiver of Jury Trial. YOU AND Karsa WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY. You and Karsa are instead choosing to have claims and disputes resolved by arbitration. In any litigation between you and Karsa over whether to vacate or enforce an arbitration award, YOU AND Karsa WAIVE ALL RIGHTS TO A JURY TRIAL.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE MEMBER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER MEMBER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Karsa is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) Opt-out. You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 20 Broad St, New York, NY 10005 postmarked within thirty (30) days of first accepting these Terms. You must include:

(i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) Exclusive Venue. If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or Karsa to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and Karsa agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, New York County, New York, or the federal district in which that county falls.

(h) Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement Section will be null and void. This arbitration agreement will survive the termination of your relationship with Karsa.

Miscellaneous.

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Karsa may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of

these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Karsa agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Karsa, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Karsa, and you do not have any authority of any kind to bind Karsa in any respect whatsoever.

Except as expressly set forth in the Sections above regarding the Apple Application and the arbitration agreement, you and Karsa agree there are no third-party beneficiaries intended under these Terms.