



TERMS of USE – Effective April 22, 2026

I. INTRODUCTION

Thank you for visiting Comic Creature Caricatures LLC's internet site. We exist for your enjoyment and hope to introduce you to fascinating creatures living on our planet and the passion and knowledge of Daniel Wesley Bare III (Wesley). These Terms of Use are provided to communicate how to interact properly with Wesley's internet content and products. We hope you find his knowledge, talent and presentations intriguing and enjoyable. Please consider supporting his efforts with purchases on **AMAZON** and **ZAZZLE** or other outlets.

These Term of Use (ToU) provide rules for interaction with Comic Creature Caricatures, LLC (CCC) and it's Site. In order to resolve issues regarding the Site or to receive further information regarding CCC products or use of the Site please contact CCC at:

Comic Creature Caricatures, LLC
Email: comiccreaturecaricatures@outlook.com

II. LEGALLY BINDING AGREEMENT

These ToU constitute a legally binding agreement made between you (User) and CCC, a Limited Liability Company in the State of Colorado, concerning your access to and use of the <http://comiccreaturecaricatures.com> website as well as any other media form, image, moving images, media channel, mobile website or mobile application, related, policies, podcast, communications, linked, or otherwise connected thereto by reference (collectively the "Site"). You agree that by accessing the Site you have read, understood, and shall be bound by these ToU. **If you do not agree with these ToU you are expressly prohibited from using the Site and you must discontinue use immediately.**

III. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is CCC's proprietary property and all source code, databases, functionality, software, website designs, audio, video, moving images, text, sound, photographs, and graphics, and the arrangements thereof, on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by CCC or licensed to CCC, and are protected by copyright, trade dress, moral rights, trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "As-Is" for your information and personal use only. Except as expressly provided in these ToU, no part of the Site and no Content or Marks may be imitated, copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, in whole or in part, or



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otherwise exploited for any commercial purpose whatsoever, without CCC's express prior written permission. CCC reserves all rights, not expressly granted to Users, to the Site, the Content and the Marks.

A. Trademarks

For the purposes of these ToU, the term, "Trademark(s)" means all common law or registered trademarks, logos, graphics, service marks, trade names, CCC's stylized name, Internet domain names, including the look and feel of the Site, its page headers, custom graphics, button icons and scripts, or other indications of origin now or in the future used on or in connection with User access are the trademarks of CCC and may not be used without permission in connection with User or third-party products or services and Users may not remove, alter, or obscure any copyright notice, trademarks or identifying marks incorporated into CCC materials or products.

All other trademarks, registered trademarks, product names and company names or logos mentioned or included in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by CCC.

B. Content

The Site is provided on an "As-Is" and "As-Available" basis. You agree that your use of the Site will be at your sole risk. To the fullest extent permitted by law, CCC disclaims all warranties, expressed or implied, in connection with the Site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. CCC makes no warranties or representations about the accuracy or completeness of the Site's content or the content of any websites linked to this Site and CCC will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site, (3) any unauthorized access to or use of any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the Site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Site. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

The products and materials produced by CCC are provided on an "As-Is" basis for informational purposes and are based on its understanding of information from publicly available sources, are



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not intended to represent any particular expertise and are not represented as being based on uniquely acquired data or information. CCC products and materials provide opinions and expressions as personal representations and are not to be considered as having the weight or significance of professionals in any of the related fields of knowledge. CCC makes no guarantees as to the accurateness, quality or completeness of the information and CCC shall not be responsible or liable for errors, omissions or inaccuracies in the information or for any User's reliance on the information.

CCC endeavors to display as accurately as possible the colors, features, specifications, and details of the products available on the Site. However, CCC does not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and CCC cannot guarantee that items will be in stock. CCC reserves the right to modify or discontinue any products at any time for any reason.

IV. PURCHASES AND PAYMENT

You agree to provide current, complete, and accurate purchase and account information for all purchases made of CCC products. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that CCC or third-party vendors can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by CCC or third-party vendors. CCC may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize CCC or third-party vendors to charge your chosen payment provider for any such amounts upon placing your order. CCC reserves the right to correct any errors or mistakes in pricing.

CCC reserves the right to refuse any order placed through the Site or third parties. CCC may, in CCC's sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. CCC reserves the right to limit or prohibit orders that, in CCC's sole judgment, appear to be placed by dealers, resellers, or distributors.

A. Returns and Refunds

CCC may not directly provide purchased materials and may rely on transactions between the User and third parties for the distribution of any purchases or transactions. Any purchases or



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transactions with third parties shall be governed by the third party's return and refund policies and CCC shall not be responsible for providing any product returns or refunds as may be necessary between the User and third parties. Please review the applicable Return and Refund Policies of third parties prior to making any purchases.

V. SITE ACCESS AND USE

CCC reserves the right, at its sole discretion and without notice, to make modifications to these ToU any time and for any reason or to modify, replace or terminate the Site or its contents. CCC has no obligation to update any information on the Site. CCC will not be liable to you or any third party for any modification, correction, omissions, price change, suspension, or discontinuance of the Site. Ensure that you check the ToU for changes whenever the Site is accessed. You will be deemed to have been aware of and have accepted any subsequent changes to the ToU by your continued use of the Site.

By using the Site, you represent and warrant that: (1) all information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such information as necessary; (3) you have the legal capacity and you agree to comply with these ToU; (4) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (5) you will not use the Site for any illegal or unauthorized purpose; and (6) your use of the Site will not violate any applicable law or regulation.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation or which would require its registration. Users who choose to access the Site from other locations are solely responsible for compliance with local requirements.

CCC cannot guarantee the Site will be available at all times. CCC or its service provider may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that CCC has no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuation of the Site. Nothing in these ToU will be construed to obligate CCC to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

CCC reserves the right, but not the obligation, to: (1) monitor the Site for violations of these ToU; (2) take appropriate legal action against anyone who, in CCC's sole discretion, violates the law or these ToU, including without limitation, reporting such User to law enforcement authorities; (3) in CCC's sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of User Contributions or any portion



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thereof; (4) in CCC's sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to CCC's systems; and (5) otherwise manage the Site in a manner designed to protect CCC's rights and property and to facilitate the proper functioning of the Site.

Although CCC has no obligation to screen, edit or monitor any of the User content posted by a User, CCC reserves the right, and has absolute discretion, to remove, screen or edit any User content posted or stored on the Site at any time and for any reason without notice. You are solely responsible for creating backup copies of and replacing any User content you post or store on the Site at your sole cost and expense. You represent and warrant that (a) you own and control all of the rights to the User content that you post or you otherwise have the right to post such User content to the Site; (b) the User content is accurate and not misleading; and (c) use and posting of the User content you supply does not violate these ToU and will not violate any rights of or cause injury to any person or entity.

A. Contributions

CCC may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to CCC or on the Site, including but not limited to emails, text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). You agree that CCC may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices. You hereby waive all moral rights to any such Contributions, and you hereby warrant that any such Contributions are original with you or that you have the right to submit such Contributions.

CCC is not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate CCC from any and all responsibility and to refrain from any legal action against CCC regarding alleged or actual infringement or misappropriation of any proprietary right in your Contributions.

Contributions may be viewable by other Users of the Site and through Third-Party Websites. As such, any Contributions you transmit may be treated in accordance with the Site's Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of CCC or any third party.



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- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize CCC, the Site, and other Users of the Site to use your Contributions in any manner contemplated by the Site and these ToU.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these ToU.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by CCC).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone and do not include offensive comments that are connected to race, gender, or physical handicap.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of CCC or any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these ToU, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these ToU and may result in, among other things, termination or suspension of your rights to use the Site.

B. Electronic Communications, Transactions, and Signatures

Visiting the Site, sending CCC emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications CCC provides to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or



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completed by CCC or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

C. User Prohibited Activities

You may not access or use the Site for any purpose other than that for which CCC makes the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically associated with, endorsed, or approved by CCC.

As a User of the Site, you agree to not:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from CCC.
- Use CCC logo or other proprietary graphics of CCC to link to the Site without the express written permission of CCC.
- Frame any CCC trademark, logo or other proprietary information, including the CCC content, without CCC's express written consent.
- Trick, defraud, or mislead CCC and other Users, especially in any attempt to learn sensitive account information such as User passwords or contact information.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, or reflect adversely on, in any manner, in CCC's opinion, CCC and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Delete or revise any User content posted by any third party.
- Make improper use of CCC's support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations or that is libelous, defamatory, obscene, pornographic, harmful to minors, indecent, lewd,



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suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable.

- User the Site in a manner that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, corrupted data, Trojan horses, or other harmful material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that, in the sole judgment of CCC, interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, availability, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another User, person or entity, or Use the Username of another User or otherwise misrepresent your affiliation with a person or entity.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of CCC's employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.



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- Copy or adapt the Site’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Make any unauthorized use of the Site, including collecting Usernames and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email, promotions, political campaigning, advertising, selling goods or services, junk mail, spam, chain letters, pyramid schemes or creating User accounts by automated means or under false pretenses.
- Publish private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers or any private information whatsoever.
- Use the Site as part of any effort to compete with CCC or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

D. Term and Termination

These ToU shall remain in full force and effect while you use the Site or any continuing activity associated with the Site. Without limiting any other provision of these ToU, CCC reserves the right to, in CCC’s sole discretion and without notice or liability, deny access to and use of the Site and its offerings (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these ToU or of any applicable law or regulation. CCC may suspend or terminate your right to use the Site and its offerings or delete your account and any content or information that you posted at any time, without warning, in CCC’s sole discretion.

If CCC terminates or suspends your access for any reason, you are prohibited from gaining access under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your access, CCC reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.



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E. Privacy Policy

The privacy policy statements below describe how and why CCC might collect, store, use, and/or share your information when you use the Site, such as when you visit the CCC website or podcast, acquire a CCC product or engage with CCC in other related ways. Please review CCC's Privacy Policy statements below. Reading these privacy policy statements will help you understand your privacy rights and choices. By using the Site you agree to be bound by CCC's Privacy Policy. **If you do not agree with our policies and practices, you must not access the Site.**

If you post User content to the Site, unless CCC indicates otherwise, you grant CCC and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User content throughout the world in any media without acknowledgement. You acknowledge and agree that CCC may access, use or disclose any information about you or your use of this Site, including without limitation any User content to comply with the law or any legal process; improve and administer the Site; evaluate and improve business effectiveness or progress, communicate with Users, security and fraud prevention; comply with law; protect and defend the rights or property of CCC; or to protect the safety of CCC's company, employees, customers or the public. You grant CCC and its affiliates and sublicensees the right to use the name that you submit in connection with such content. We may also process your information for other purposes with your consent.

CCC will not be responsible for how User access statistics may be appropriated by third parties by its nature of being in the public domain of the Internet. The internet platform where the Site resides provides organizational and technical processes and procedures to protect your personal information. However, no electronic transmission over the internet or information storage technology can be guaranteed to be 100% secure, so CCC cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat security procedures and improperly collect, access, steal, or modify your information.

Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

VI. THIRD PARTY ACCESS AND CONTENT

The Site may contain or provide links to other websites ("Third-Party Websites"), discussion forums, or interactive areas, as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to



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or originating from third parties ("Third-Party Content"). CCC provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by CCC of any site or any information contained therein. You are solely responsible for your use of such third party interactions and use them at your own risk.

CCC does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and CCC will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by CCC. CCC makes no claim or representation regarding and accepts no responsibility, directly or indirectly, for any Third-Party Websites linking to or accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, reviews, changes, updates or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by CCC.

If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these ToU may no longer govern. By clicking on third-party links you understand and agree that you are leaving the Site and visiting a website that is not controlled by CCC. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Website to which you navigate from the Site or relating to any applications you use or install from the Site.

The Site or products may contain links to Third-Party Websites or resources for which CCC may receive compensation. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and CCC takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. Furthermore, the purchase of CCC products may require providing your contact and/or financial information and that CCC shall have no responsibility or liability whatsoever with regard to any transactions or communications or transactions with third parties.

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree and acknowledge that CCC does not endorse other products or



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services offered on Third-Party Websites You agree that you shall hold CCC harmless for any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or contact with Third-Party Websites and that CCC shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings with third parties.

VII. AGREEMENT ADMINISTRATION

A. Governing Law

These ToU and any legal action related thereto will be governed and interpreted by and under the laws of the State of Colorado and User agrees that all claims and disputes arising out of or relating to these ToU will be litigated exclusively in the state courts in El Paso County, Colorado or federal courts located in the State of Colorado.

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, CCC has adopted a policy of terminating, in appropriate circumstances and at CCC's sole discretion, Users who infringe the intellectual property rights of CCC or any third party.

If you believe that any material on the Site infringes upon any copyright that you own or control, you may file a notification of such infringement to Comic Creature Caricatures, LLC.

B. Dispute Resolution

1. Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these ToU (each "Dispute" and collectively, the "Disputes") brought by either the User or CCC (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to informally negotiate any Dispute (except those Disputes expressly provided below) informally for at least sixty (60) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

2. Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where



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appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Colorado. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Colorado, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these ToU.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

3. Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

4. Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent



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jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

C. Limitations of Liability

In no event will CCC or CCC's directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Site, even if CCC have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, CCC's liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the lesser of the amount paid, if any, by you to CCC during the six (6) month period prior to any cause of action arising or \$0.00 USD. Certain CCC state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you.

D. Indemnification

You agree to defend, indemnify, and hold CCC harmless, including CCC's subsidiaries, affiliates, and all of CCC's respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these ToU; (3) any breach of your representations and warranties set forth in these ToU; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other User of the Site with whom you connected via the Site. Notwithstanding the foregoing, CCC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify CCC, and you agree to cooperate, at your expense, with CCC's defense of such claims. CCC will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

E. Entire Agreement

These ToU and any policies or operating rules posted by CCC on the Site or in respect to the Site constitute the final complete and exclusive agreement and understanding between you and CCC. If any provision or part of a provision of these ToU is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these ToU and does not affect the validity and enforceability of any remaining provisions. CCC's failure to exercise or enforce any right or provision of these ToU on one occasion shall not operate as a waiver of any rights or provisions of the ToU on any other occasion. These ToU operate to the



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fullest extent permissible by law. CCC may assign any or all of CCC's rights and obligations to others at any time.

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